



International Distribution Institute

**2021 IDI ANNUAL CONFERENCE - ONLINE  
5 SESSIONS IN 5 DAYS**

**First Session: 11 May 2021**

**Second Session: 20 May 2021**

**Third Session: 27 May 2021**

**Fourth Session: 10 June 2021**

**Fifth Session: 17 June 2021**



The Coronavirus pandemic has forced us to postpone the Annual Conference to be held in Madrid to the following year, and to replace it by an online conference dealing with great part of the issues considered for 2020, together with a number of "hot issues" arisen in the meantime.

The decision to transform a traditional conference into an online event has implied a number of radical adaptations with respect to the past:

- The duration of each session has been limited to a maximum of 2,5 - 3 hours, within a time-frame accessible to people living in different time zones: we have chosen as a reasonable compromise **14.30-17.30 CET**.
- Presentations will be short and lively and with a view thereto we have opted for panel discussions rather than individual presentations.
- Participants will be given the possibility to ask questions in writing (through the chat), and orally in exceptional cases, where the speakers so decide.
- A recording of each session will be made available to the participants.
- The fees for participating to the conference will be the following:
  - € 550: fee for non-members (all sessions)
  - € 450: fee for IDI Members (all sessions)
  - € 350: fee for IDI Country Experts (all sessions)
  - € 150: fee for a single session

Next year in 2022, we will return to the usual schedule of an Annual meeting and Conference where all participants attend in person again.

The 2022 Annual Conference to be held in Madrid will mainly concentrate on the new EU Regulation replacing the Block Exemption Regulation 330/2010 on vertical restraints and on a number of "hot issues" regarding internet sales, of which the importance has significantly increased as a result of the current pandemic.

## **FIRST SESSION (May 11, 2021)**

### **APPLICABLE LAW, JURISDICTION AND ARBITRATION**

*The choice of governing law and dispute resolution clauses (choice of forum, arbitration, mediation, etc.) constitutes one of the most significant choices when negotiating and drafting international agency, distribution and franchise agreements. Providing a balanced and effective framework for possible future disputes will contribute to a spontaneous compliance with the contract terms and reduce the risk of disputes.*

*When negotiating and drafting contracts, parties normally prefer resorting to standard solutions, such as the choice of their own national law and the jurisdiction of the courts of their country, which may not always be the best option in the case at issue. These simplistic solutions are due mainly to the lack of a strategy for approaching these issues. In order to overcome this problem, a more in-depth analysis of the various options and their pros and cons, is a prerequisite for establishing a strategy which can be adapted to different situations.*

*However, even by adopting the most appropriate contractual solutions, parties cannot exclude the occurrence of conflicts which can turn to a dispute. An appropriate choice of applicable law and jurisdiction will put a party in a safer position in case of litigation, with a substantial advantage when negotiating a settlement of the dispute.*

#### **14:30-15:00 The importance of choice of law and jurisdiction. Combining jurisdiction and applicable law**

Jurisdiction and governing law are two fundamental issues to be addressed when negotiating international commercial agreements. A wrong choice may have unwanted consequences, while an appropriate choice may substantially reduce the risk of disputes and litigation.

When facing this choice, parties would like to have standard solutions (like for instance “my law and my courts” or “English law and arbitration in London”) for general use in all of their agreements, but this is not advisable, considering the variety of conditions applicable to each transaction.

Consequently, negotiators must identify the best possible combination of jurisdiction and applicable law for the specific agreement: it is the combination between the two that can warrant an appropriate level of protection in case of breach and/or dispute. They must ask themselves how the various options regarding choice of law and jurisdiction may impact the performance and effectiveness of the agreement.

The speakers will discuss this aspect with a practical approach, showing examples of bad and good combinations, which will be submitted to the participants in advance.

**CHAIR: Fabio Bortolotti**, Buffa Bortolotti & Mathis, Turin; Chair IDI, IDI country expert for Italy

**Kristin Corcoran**, Appleby & Corcoran LLC, New Haven (former in-house counsel of Subway)

**Halil Ercument Erdem**, Erdem-Erdem Law Office, Istanbul; IDI country expert for Turkey

#### **15:00-15:10 Discussion**

#### **15:10-15:40 Dealing with overriding mandatory rules. Avoiding them or adapting to them?**

Overriding mandatory rules are rules that national legislators qualify as rules which cannot be derogated from through the choice of another law. Several countries have enacted rules of this kind in order to protect local agents, distributors, franchisees. In some cases, legislators also provide that disputes regarding these matters are reserved to the exclusive jurisdiction of local courts.

Parties may try to avoid these rules by submitting their agreement to a less protective legislation, but in this case the choice of law will be ineffective in the country of the counterpart. They may try to agree to the jurisdiction of a foreign court or arbitration, but in this case the foreign judgment or arbitral award may not be recognized in the country of the counterpart.

Moreover, the counterpart will be able to bring a claim in its own country, in disregard of the jurisdiction (or arbitration) clause, whenever the local law reserves exclusive jurisdiction to its courts.

What strategy is recommended in order to cope with overriding mandatory rules of the law of the counterpart (agent, distributor, franchisee)?

**CHAIR: Margherita Salvadori**, Professor of Private International Law, Torino University

**Stephan Jäger**, Jäger Heintel, Munich; IDI country expert for Saudi Arabia

**Edoardo Marcenaro**, Head of Legal and Corporate Affairs, Enel Global Infrastructure & Networks, Rome

**Marinus Vromans**, Sirius Legal, Antwerp

15:40-15:50 **Discussion**

15:50-16:20 **Choosing effective dispute resolution clauses in distribution: choice of court clauses**

What strategic choice is preferable for dispute resolution clauses? Domestic jurisdictions or arbitration? Should the approach be different for agency, distributorship, or franchising?

The effectiveness of arbitration clauses reserving payment disputes and injunctive relief (e.g., within a franchise relationship) to domestic courts and possible alternatives.

Defensive strategy (where principal risks only a claim by the counterpart – agent); offensive strategy, when a party needs to enforce claim against the other party. EU or extra-EU contracts?

**CHAIR: Silvia Bortolotti**, Buffa Bortolotti & Mathis, Turin; Secretary General IDI, IDI country expert for Italy

**Dawn Johnson**, Greensfelder Hemker & Gale, St. Louis

**Federico Rizzo**, Diadora, Caerano San Marco

**Stefano Rovej**, Iveco, Turin

16:20-16:30 **Discussion**

16:30-17.00 **Arbitrating distribution disputes: the point of view of business**

Submitting distribution disputes to arbitration, instead national courts, is a very challenging decision for suppliers. This panel intends to discuss with in-house counsels their actual experiences when engaging in an arbitration procedure with respect to a number of specific issues, such as:

- Identifying an appropriate arbitration institution
- Warranting an expedient procedure
- Choosing the right party arbitrator and agreeing on the chairman with the counterpart
- Limiting cost of arbitrators and counsels?

The panelists will also mention new trends in online arbitration, which is becoming a much-used instrument, as a consequence of the pandemic.

**CHAIR: Pascal Hollander**, Hanotiau & van den Berg, Brussels; IDI country expert for Belgium

**Juan Pablo Correa**, Law Professor at University of Barcelona and Toulouse 1 Capitole, Partner at La Guard Law Firm, Barcelona

**Souichirou Kozuka**, Professor at Gakushuin University, Tokyo

**Antonio Papalino**, L'Oreal Italia, Milan

**Lucilla Talamazzi**, Pronovias, Barcelona

17:00-17:30 **Discussion**

## SECOND SESSION (May 20, 2021)

### MANAGING AN ARBITRATION PROCEDURE UNDER THE IDARB ARBITRATION RULES

*The International Distribution Institute has set up a special procedure for litigating disputes in the field of distribution: agency, distributorship, franchising etc.*

*The purpose of this workshop is to show the functioning of the IDArb Arbitration procedure through the discussion of a mock trial regarding a dispute under the rules developed by IDI for distribution claims.*

*The parties will receive in advance: the description of the case until SIMAC's letter of termination, the distribution contract between SIMAC and Moditaly, and SIMAC's termination letter and the list of "actors" who will play the relevant roles.*

*The mock case will be played by arbitrators selected from the IDArb arbitrators list:*

ITALIAN TEAM		
<b>MARIO ROSSI</b>	CEO of SIMAC	<b>Massimiliano Camellini</b> , Max Mara Fashion Group, Reggio Emilia
<b>GUGLIELMO CURZI</b>	Export manager of SIMAC	<b>Carlo Mosca</b> , Mosca e Associati, Treviso
<b>COSTANTINO BIANCHI</b>	Lawyer of the Rossi family	<b>Cristóbal Porzio</b> , Porzio, Rios, Garcia & Asociados, Santiago; IDI country expert for Chile
<b>JESSICA FORNI</b>	Export consultant	<b>Cecilia Carrara</b> , Legance - Avvocati Associati, Rome
SPANISH TEAM		
<b>JORDI JIMENEZ</b>	Owner of Moditaly	<b>Stefano Paolo Catelani</b> , Calimala Legal, Geneva
<b>DANIELLE MÜLLER</b>	Export manager	<b>Lisette Bieleveld</b> , Van Doorne N.V. Amsterdam
<b>JULIO ALVAREZ</b>	Lawyer of Moditaly	<b>Ignacio Alonso</b> , Even Abogados, Madrid; IDI country expert for Spain
<b>CAROLINE WONG</b>	Shareholder of Moditaly	<b>Susanne Margossian</b> , UP International, Genève
SUPERVISORS AND EXPERTS		
Presentation and support	<b>Fabio Bortolotti</b> , Buffa Bortolotti & Mathis, Turin; Chair IDI, IDI country expert for Italy	
Support in guiding the discussion and overcoming possible critical issues	<b>Jaap Van Till</b> , Loyal Law Firm, Amsterdam; IDI country expert for Netherlands <b>Jean-Paul Vulliety</b> , Lalive and Partners, Geneva	
Expertise on the interpretation of the Swiss Rules	<b>Caroline Ming</b> , Swiss Chambers' Arbitration Institution (SCAI), Geneva <b>Frank Spoorenberg</b> , Tavernier Tschanz, Geneva	

*The sole arbitrator will be chosen by the parties between three names from the IDArb list of arbitrators, proposed by the IDArb Secretariat.*

*The supervisors will guide the discussion of the teams and will ask the audience to comment during the various stages. The expert on the Swiss Rules will be available if problems arise on the interpretation of the Swiss rules, applicable to the dispute.*

*At the end of each session the speakers will answer written questions from the audience.*

#### 14:30-14:40 **Introduction. Characteristics of the IDArb Procedure. Presentation of the SIMAC/MOD-ITALY Case**

The IDArb procedure aims at facilitating arbitration in disputes regarding distribution (agency, distributorship and franchising agreements) through the recourse to specialized arbitrators and a simplified procedure favouring, where possible, an amiable solution of the dispute.

The mock case deals with a distributorship agreement between an Italian manufacturer (SIMAC) and a Spanish distributor (Moditaly). After several years of collaboration, a controversy on minimum purchase targets arises and at the end SIMAC decides to send a termination letter to Moditaly. Moditaly tries to convince SIMAC to change its mind, by proposing an improved distribution strategy (franchising), but

without success. At this point Moditaly decides to bring the dispute before an arbitration tribunal under the IDArb rules. This is the beginning of the mock case.

**Fabio Bortolotti**, Buffa Bortolotti & Mathis, Turin; Chair IDI, IDI country expert for Italy

**14:40-15:00 SESSION 1: MODITALY'S TEAM to discuss strategy of claim and requests against AC**

Moditaly's team will discuss the contents of the claim to be submitted in the arbitration against SIMAC.

**Merits:** the reasons given for termination (non-attainment of minimum turnover, breach of non-compete obligation) are not founded, SIMAC must pay damages for unlawful termination without notice.

**Strategy:** full statement of claim with evidence or short claim, waiting for SIMAC's answer? Amount to be claimed in consideration of the threshold of 1.000.000 Swiss F for the expedited procedure.

**Notice of arbitration** drafted by Julio Alvarez and submitted to the Secretariat of the Swiss Chambers' Arbitration Institution Arbitration Court, c/o Geneva Chamber of Commerce, Industry and Services.

The notice of arbitration will be sent to the participants at the end of the first session.

**15:00-15:20 SESSION 2: SIMAC'S TEAM to discuss and prepare answer to notice of claim**

SIMAC's team will discuss the strategy and the contents of the answer.

**Strategy.** The first question is whether to answer the claim or to bring a claim before an Italian court? If SIMAC accepts to answer the claim, full statement of defence, in order to discuss the case at the first hearing with the arbitrator?

**Merits.** Termination lawful because of breach of non-competition obligation. Possible counterclaim for non-attainment of minimum turnover in past years.

**Notice of defence** drafted by Costantino Bianchi and submitted to the Secretariat of the Swiss Chambers' Arbitration Institution Arbitration Court.

The notice of defence will be sent to the participants at the end of the second session

**15:20-15:40 SESSION 3: Appointment of the sole arbitrator**

Claimant asks IDArb to propose a list of names, a copy of which is handed over to the audience.

Each team discusses the pros and cons of the names suggested by IDArb secretariat.

The answers show agreement on one name of one prospective arbitrator, who is appointed.

**15:40-16:10 HEARING: presentation of the case by the parties and their counsels**

The arbitrator decides first to hear the parties (Jimenez and Rossi) as witnesses on the facts.

Counsels submit a short summary of their requests, which imply a number of further procedural steps to be taken.

Arbitrator asks if he may favour a settlement by expressing his provisional view; the parties agree.

**16:10-16:30 Preliminary assessment by the arbitrator**

The arbitrator expresses his preliminary, non-binding and provisional assessment of the dispute.

Each team discusses separately the strategy for a possible settlement.

**16:30-17:00 The two teams meet and discuss a settlement of the dispute**

**17:00-17:30 Final discussion with the audience**

## **THIRD SESSION (May 27, 2021)**

### **RECENT TRENDS IN FRANCHISEE'S PROTECTION AMONG DIFFERENT JURISDICTIONS**

*Although in most jurisdictions, franchisees are considered independent entrepreneurs, freely agreeing to the franchise agreement terms proposed by franchisors, many national Courts tend to grant them, in various circumstances, an additional layer of protection. The protection may even go against or beyond the contractual provisions agreed upon between the parties. The result of this trend is that franchise agreement provisions that are perceived as too unbalanced risk being considered by Courts as ultimately invalid or ineffective.*

*How such protection is granted varies from jurisdiction to jurisdiction and is obviously closely connected to the circumstances of each specific case.*

*Protection is sometimes granted with reference to the pre-contractual relationship, e.g. when a franchisee's actual earnings are significantly lower than unrealistic sales projections and representations made by the franchisor, even when those representations were outside the scope of the contract. In other cases, courts may invoke the invalidity of clauses considered too unbalanced; sometimes even recognizing to the franchisees rights (e.g. on exclusivity or termination) which were not provided (or to a more limited extent) by the contract.*

*The purpose of this workshop is to examine and compare the approaches of Courts in different jurisdictions, with respect to contractual interpretation, application of the general principle of fair dealing and good faith, etc. with a very practical approach. For example, the workshop will examine the real consequences of relevant decisions and the effects for the specific franchisees (e.g. amount of damages granted; allowing the franchisee's termination where not provided by the contract; etc.), in order to arrive at the best strategies for franchisors, aimed at facing and, to the extent possible, avoiding such situations.*

#### **14:30-15:00 Overcoming and enforcing disclaimers of franchisor liability for earnings representations**

Franchise agreements often contain language in which franchisees disclaim reliance on representations that are made outside of the contract, franchisors disclaim liability for pre- execution representations, and in which franchisees acknowledge that franchisors have made no financial performance representations. However, if a franchisee's business is unsuccessful, the franchisee will inevitably try to overcome this language.

What remedies and defences are available to franchisees who confront these challenges? How do franchisors deal with regulatory and other restrictions on using disclaimers and limitations of their liability?

**CHAIR: Carl Zwisler**, Lathrop GPM, Washington; IDI country expert for USA

**Sara Citterio**, Trussardi, Milan

**Tessa De Mönnink**, Parker Advocaten, Amsterdam; IDI country expert for Netherlands

#### **15:00-15:10 Discussion**

#### **15:10-15:40 Issues regarding exclusivity/encroachment**

Many franchisees believe that they need a minimum degree of territorial protection in order to efficiently develop their business. In some cases, the franchise agreement expressly provides for a territorial exclusivity; in others no exclusivity is expressly granted, and the franchisor retains the right to establish other franchises or his own outlets near to the franchisee.

In the first case (express exclusivity) several problems of interpretation may arise, regarding borderline situations, like sales through other channels, sales through a franchise network belonging to the same group of companies.

In the second case (non-exclusivity) Courts may recognize an implied right of the franchisee to be protected against competition by members of the same network or by the franchisor, in cases where this would seriously affect his business.

To what extent can clauses which expressly recognize franchisor's right to establish franchises or its own outlets be effective?

**CHAIR: Beata Krakus**, Greensfelder, Hemker & Gale, P.C., Chicago

**Karsten Metzloff**, Noerr Partnerschaftsgesellschaft mbB, Hamburg

**John Pratt**, Hamilton Pratt, Warwick; IDI country expert for UK

15:40-15:50 **Discussion**

15:50-16:20 **Broad contract interpretation as a remedy against unbalanced clauses**

Another means that Courts may use for protecting franchisees against perceived unbalanced contract clauses is to adopt a restrictive interpretation, in order to exclude their application from situations which should not have been reasonably intended to fall under the clause.

In particular, clauses providing extensively worded obligations of the franchisee (e.g. obligation to accept changes to the image of the shop; unlimited right of franchisor to approve nearby locations of competing franchisees) may be interpreted restrictively with respect to situations where a strict application of the clause would be contrary to good faith and fair dealing.

To what extent does the approach to this issue differ between common law and civil law?

**CHAIR: Maged Ackad**, Ackad Law Office, Cairo; IDI country expert for Egypt

**Hector Ferreira**, Hughes & Hughes, Montevideo; IDI country expert for Uruguay

**Hikmet Koyuncuoglu**, Koyuncuoglu & Koksal Law Firm, Istanbul; IDI country expert for Turkey

16:20-16:30 **Discussion**

16:30-17:00 **Conclusion: possible strategies**

It is important, for franchisors, when approaching a foreign country, to check the effectiveness of their standard franchising contract, not only with respect to mandatory statutes of that country, but also with respect to the way courts tend to protect franchisees against unbalanced contract clauses. And, in case such risk appears to be present, they should look for more balanced solutions which comply with the case law of the franchisees' country.

With respect to issues which are of paramount importance for the franchisor, the respective clauses should be drafted carefully with the intent of justifying their less balanced character.

Parties may also submit the contract to the law of a different country and agree on arbitration for possible disputes, provided this choice can avoid the jurisdiction of local courts of the franchisee.

**Silvia Bortolotti**, Buffa Bortolotti & Mathis, Turin; Secretary General IDI, IDI country expert for Italy

**Emanuele Cristoferi**, Belron International (Carglass), Milan

**Jennifer Dolman**, Osler, Hoskin & Harcourt LLP, Toronto

17:00-17:30 **Discussion**

## **FOURTH SESSION (June 10, 2021)**

### **IP PROTECTION IN DISTRIBUTION CONTRACTS**

*The expansion and growth of international distribution networks certainly depends on the protection and elaboration of a proper strategy concerning the trademark and other IP rights. This is true not only for franchising but also for exclusive and selective distribution networks.*

*However, companies sometimes underestimate the importance of registering their IP rights in foreign countries, obviously also considering the relevant costs. It happens then that, once the contract with a representative or distributor comes to an end, the supplier discovers that the distributor has registered its trademark and domain name in its country and an IP litigation becomes the ultimate solution.*

*In other cases, the parties agree on the use (or license) of the supplier/franchisor's IP rights for the duration of the contract, but the contract does not provide sufficiently detailed provisions regarding the transfer of domains, social media page and access codes etc. after termination of the agreement, back to its owner.*

*IP issues also arise when the franchisee, after the end of the contract, does not sufficiently de-identify the outlet, and in fact keeps getting advantages from the image of the franchisor, just changing the sign, but keeping some identifying elements of the franchisor.*

*All the above aspects will be analyzed by the speakers and panelists in a practical way and comparing the different perspectives.*

#### **14:30-15:00 Illicit registration of the supplier/franchisor's trademark and/or domain name**

Assuming that the supplier/franchisor was not careful enough and discovers that its distributor/master/franchisee registered its trademark in its country without informing it. If the contract is still in force and both parties somehow are still interested in continuing their relationship, possible contractual solutions may be envisaged. Otherwise, litigation remains the ultimate solution. How are these kinds of issues approached by Courts in different jurisdictions?

**CHAIR: Olga Szejnert-Rozak**, SWKS, Warsaw; IDI country expert for Poland

**Anna Gołębiowska**, GKR Legal, Warsaw

**Oswaldo Marzorati**, Litvin Marzorati Legales Law Firm, Buenos Aires; IDI country expert for Argentina

**Maria Ostashenko**, Alrud Law Firm, Moscow; IDI country expert for Russia

#### **15:00-15:10 Discussion**

#### **15:10-15:40 The use of the supplier's/franchisor's trademark as AdWord in online search engines by members of the distribution network**

Most manufacturers invest significant amount of money in protecting their IP rights and would aim at reserving the exclusive right to use their trademarks as AdWords on the internet. The EU Commission in the Guess case has taken a strict view with regard to selective distribution network which may be objectionable. How is this aspect handled by case-law in different jurisdictions?

**CHAIR: Jan Dombrowski**, Schiedermaier, Frankfurt am Main

**Frédéric Fournier**, Selarl Redlink, Paris; IDI country expert for France

**Barbara Vogel**, Head of Legal, De Bijenkorf, Amsterdam

#### **15:40-15:50 Discussion**

#### **15:50-16:20 De-branding of the franchise after contract termination**

A main concern for franchisors after termination of the franchise contact is to ensure a proper de-branding of the franchisee preventing a misleading use of trademarks, sign or other distinctive signs (such as outlet layout or brand colours) by the franchisee in connection with a competing activity following the

expiry of the franchise agreement. How to protect the franchise brand following termination, under contract, IP laws and unfair competition rules? See, for instance the Apple Judgement of the EU Court of Justice (C-421/13 of 10/7/2014). This panel will give an overview from the perspective of different jurisdictions.

**CHAIR: Rocío Belda de Mergelina**, J & A Garrigues SLP, Madrid

**Kendal Tyre**, Nixon Peabody LLP, Washington, D.C.

**Alessandro Vesurga**, Canali, Milan

16:20-16:30 **Discussion**

16:30-17:00 **Social media policy for franchisees**

Most franchisors have now developed a social media policy to be applied to their franchisees concerning the use of social media in compliance with the franchisor's image and IP rights during the contractual relationship as well as the procedures to be followed after contract termination; however, this is not the case for the medium size companies and in general all policies need to be constantly reviewed and adapted to new needs and changes in the virtual worlds. What are the best strategies to be followed in this context?

**CHAIR: David Koch**, Plave Koch PLC, Reston

**Frank Doll**, General Counsel, Bodystreet, Munich

**Beatrice Grifoni**, Valentino, Milan

**Teresa Rodríguez de las Heras Ballell**, Of Counsel Andersen Tax & Legal, Madrid

17:00-17:30 **Discussion**

**FIFTH SESSION (June 17, 2021)**  
**NEW DEVELOPMENTS AFFECTING DISTRIBUTION**  
**BREXIT, INTERNET SALES, EU ANTITRUST**

*This session deals with some hot issues which are coming up in these years: the impact on contracts with UK counterparts after Brexit; the expectations for the revision of the EU block exemption regulation, which will come into force in 2022; adapting distribution networks to the growing importance of internet sales after Covid 19 lockdown.*

**14:30-14:50 EU companies dealing with UK counterparts after Brexit: choice of law and jurisdiction strategies**

Before the UK left the EU, the issues regarding applicable law and jurisdiction were governed by uniform European rules, which warranted common criteria for determining the law applicable to contracts and choice of jurisdiction and recognition of judgments with other Member States.

Now the situation is uncertain, especially with regard to the effectiveness of jurisdiction clauses and enforcement of judgments.

This panel will discuss future strategies for EU companies dealing with UK counterparts, in the context of two typical situations:

- An Italian company selling to multi-brand retailers under a selective distribution agreement subject to Italian law and providing exclusive jurisdiction of an Italian court;
- A French company appointing an exclusive commercial agent in for the territory of the UK under a contract subject to French law and jurisdiction of the courts of Paris.

The main issues to be discussed are:

- Will a choice of the law of the EU principal/supplier be fully effective?
- Will the jurisdiction clause prevent the UK counterpart to claim before UK courts?
- Will a judgment in the supplier's/principal's country be enforceable in the UK?
- Is the selective distribution system based on the brick and mortar still valid and enforceable in the UK?

**CHAIR: Fabio Bortolotti**, Buffa Bortolotti & Mathis, Turin; Chair IDI, IDI country expert for Italy

**Cristiana Cappetta**, Senior Legal Manager & BP APAC, Fendi, Rome

**Sakil Suleman**, Reed Smith LLP, London; IDI country expert for UK

**14:50-15:10 UK Companies dealing with EU companies after Brexit: adapting jurisdiction strategies?**

This panel will deal mainly with the jurisdiction strategies for UK companies negotiating with EU counterparts.

The discussion will be based on the following hypothetical cases:

- A US franchisor manages its European franchising network through a subsidiary established in the UK, which enters into master franchising agreements with companies of various EU countries and appoints direct franchisees in other countries. The respective agreements provide for the application of English law and the exclusive jurisdiction of English courts.
- A British company (Supplier) has a network of exclusive distributors in various EU countries, governed by a standard contract which provides for the application of English law and the following choice of forum clause:

For all disputes arising out of or connected with this distribution agreement and the sales agreements made under this agreement London Courts will have exclusive jurisdiction. The

Supplier retains the right to bring claims against the distributor before any other competent court.

The main issues to be discussed are:

- Will the jurisdiction clause prevent EU counterpart to claim before the courts of its country?
- Will a judgment of an English court be enforceable in the country of the counterpart?

**CHAIR: Johan Polet**, Bird & Bird, The Hague

**Paul Convery**, William Fry, Dublin; IDI country expert for Ireland

**Damian Humphrey**, Partner, Asthon, Norwich

15:10-15:20 **Discussion**

15:20-15:50 **Establishing and managing direct on-line sales to consumers**

It is becoming more and more urgent for suppliers to establish a site for direct on-line sales to consumers. This choice implies for companies which were selling in the past only to traditional outlets through resellers, a number of new obligations arising from consumer legislation.

The ICC has published in 2020 a Model Online B2C General Conditions of Sale which is meant to assist companies in adapting to online sale to consumers. The working party of the ICC Commission on Commercial Law and Practice (CLP Commission) has been chaired by Mariaelena Giorcelli.

The panel will discuss the conditions for establishing a website for consumer sales and drafting the general conditions of sale to consumers.

**CHAIR: Mariaelena Giorcelli**, Buffa Bortolotti & Mathis, Turin

**Emily O' Connor**, ICC, Paris

**Costanzo Rapone**, General Counsel, Bulgari, Rome

15:50-16:00 **Discussion**

16:00-16:30 **Updating Internet strategies after the pandemic**

The experience made with the lockdown due to Covid 19 has shown the growing importance of on-line sales. This trend, which is likely to continue after the pandemic, requires all players engaged in distribution to revise their strategies, in view of an increased importance of the online channel. Especially in the food sector lockdowns acted like an accelerator for online order solutions, apps and similar.

This implies a substantial revision of the relationship between the traditional brick & Mortar network and the on-line sales with a growing recourse to omnichannel strategies. The speakers will discuss the various experiences made in view of creating a fruitful relationship between the two channels.

**CHAIR: Marco Hero**, Schiedermaier Rechtsanwälte, Frankfurt am Main; IDI country expert for Germany

**Jorge Catalá**, Head of Retail & Fashion, Google Spain, Madrid

**Liz Dillon**, Gray Plant Mooty, Minneapolis

16:30-16:40 **Discussion**

16:40-17:00 **Preparing for the new block exemption on vertical agreements**

The EU Block Exemption on vertical restraints (EU Regulation 330/2010) will expire in 2022. The Commission is working on the new text that will replace the current rules. A panel of experts will give an overview of the main issues and the respective positions of the stakeholders.

**Ginevra Bruzzone**, Assonime, Rome

**Joseph Vogel**, Vogel & Vogel, Paris; IDI country expert for France

17:00-17:30 **Discussion**

## Practical Information

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**Format:** Online Conference

**Language:** English

**Single session duration:** 180 minutes

**Fees:**

**550€** Non IDI member (all sessions)

**450€** IDI member having paid his/her yearly subscription fee (all sessions)

**350€** Country Expert having paid his/her yearly subscription fee (all sessions)

**150€** Single session

Please, **add 22% (VAT)** to your payment (**applicable for Italian participants only**).

### Continuing Legal Education / Continuing Professional Development Credits:

This conference has been accredited for 1 CPD/CLE per session. In order to request an attendance certificate, please, send an email to [editorial.board@idiproject.com](mailto:editorial.board@idiproject.com).

### REGISTRATION AND CANCELLATION:

- **Registration for ALL SESSIONS:**

**PROCEDURE:** either online or by registration form

**PAYMENT:** either by bank transfer or by credit card

**DEADLINE:** 10 May 2021 at the latest

- **Registration for one or more SINGLE SESSIONS:**

**PROCEDURE:** only by registration form

**PAYMENT:** only by bank transfer

**DEADLINE:** the day before each session

**Online registration:** Registration can be made at: **[www.idiproject.com/conferences/registration](http://www.idiproject.com/conferences/registration)**

**Email registration:** Please, fill in the registration form and send it by email to:  
**[editorial.board@idiproject.com](mailto:editorial.board@idiproject.com)**

**Payment:** Online registration: **Credit card or bank transfer.** After having completed the payment, you will receive a confirmation of your registration by email.

Email registration: **Bank transfer only.** Confirmation of your registration will be sent after having received the registration form together with the evidence of the payment.

For bank transfer payment, the payment should be transferred with no cost to IDI.

**Cancellation** Cancellation requests received by IDI **on or before 30 April 2021**, will be subject to a 20% administration charge of the total fees paid. **After that date no refund is possible.**

### How to access:

After registration, you will receive instructions to access and attend the Online Conference.

# REGISTRATION FORM

First Name ..... Last Name .....  
Company ..... Address ..... ZIP/ Postal code .....  
City ..... Country ..... Value Added Tax (VAT) Code .....  
E-mail ..... Phone .....

(in case of more participants, please, fill-in a registration form for each participant)

## FEES:

### ALL SESSIONS

- € 550: Non IDI member
- € 450: IDI member having a valid subscription on the day of the conference
- € 350: Country Expert having paid his/her yearly subscription fee

### SINGLE SESSIONS

- € 150: **FIRST SESSION (11 May 2021)** (Applicable law, jurisdiction and arbitration)
- € 150: **SECOND SESSION (20 May 2021)** (Managing an arbitration procedure under the IDArb arbitration rules)
- € 150: **THIRD SESSION (27 May 2021)** (Recent trends in franchisee's protection among different jurisdictions)
- € 150: **FOURTH SESSION (10 June 2021)** (IP protection in distribution contracts)
- € 150: **FIFTH SESSION (17 June 2021)** (New developments affecting distribution: Brexit, internet sales, EU anti-trust)

Please **add 22% (VAT)** to your payment **for Italian participants**.

**TOTAL AMOUNT: €:** .....

## PAYMENT:

Please make a bank transfer marked «2021 Conference - ONLINE», including a clear reference to the name of the participant at the following account:

Bank: Banca Sella, Piazza Castello, Torino (Italy)  
Account Name: IDI Project s.r.l.  
Account Number: 052879649600  
ABI: 03268 CAB: 01000  
IBAN: IT86X0326801000052879649600  
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The payment should be transferred with no cost to IDI.

**Please complete this form and return it, with your payment made out to:**

Email: [editorial.board@idiproject.com](mailto:editorial.board@idiproject.com)

Date .....

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