

Exhibit 37

1° "Intuitu personae" and "intuitu bonorum"

a) "Intuitu personae"

13. - "Intuitu personae stricto sensu": identity. Two aspects of identity – The first, which is the more standard *intuitu personae*, as described in the expression, is related to the person of the co-contractor himself. And, by citing the person, it is said co-contractor's identity which is in question. This topic has been seldom studied (However, See. A. Supiot, *L'identité professionnelle*, Mél. J. Savetier : PUE, 1992, p. 409 ; J-F. Renucci, *L'identité du cocontractant : RTD com. 1993, p. 441. - And, by non legal professionals, C. Lévi-Strauss (dir.), L'identité : PUF, 2e éd. 1987*). To be more specific, this identity is ambiguous. If it first evokes elements that officially individualize a person (name, first name, age, address, etc.), the only meaning recognized in the Robert dictionary, a second one is also legitimate: the identity is also all physical and moral features that characterize a specific being, and which make this person unique, all features that are the hallmark of a personality (comp., G. Cornu, *Vocabulaire juridique, V° Identité : PUF, 2011*). The first is the official identity, on the surface of things; the second is the comprehensive moral one.

14. - Identity as regards its official meaning – It is quite clear that identity, according to the first meaning, of the recipient or the borrower, is often determinant (but not always: I can cite, for example, giving assistance to orphans or victims of a natural disaster): this is *intuitu personae* of affection. Similarly, in a contract for valuable consideration, it is essential to know the identity of the partner, to know whether he is possessing legal capacity, or whatever capacity that may be (joint owner, de facto partner, tenant-manager, etc.). His age is not always unimportant, as in the case of a life annuity contract.

15. - Identity with regard to its moral meaning (qualities of the person) - However, beyond the strict official identity, this is most often the identity that we describe as moral - i.e. mainly qualities of the person (*electa industrie personae*) that were taken into consideration, e.g. competency, imagination, knowledge, skill (for example in the gaming contract), reputation (stemming from his competency or at least, or at least leading one to believe in this, which is a form of appearance), belonging to a profession, even his morality (comp., *CA Paris, 3 nov. 1994: RIDA 1995, n° 406 ; D. 1996, sonun. p. 115, obs. D. Maaeaud*, revealing, with regard to a contract between a trade fair organizer and an exhibitor, that "in terms of public relations, reputation, renown, the experience and dynamism of the service provider are determinant," wherefrom the impossibility of assigning the contract). In other words, the focus is personality more than on the person. This is the case for a patient who goes to see a well-known specialist, a litigant who seeks the counsel of a famous attorney, a company that wants a specific IT system with tried and tested IT services, an individual who assigns management of his portfolio to a specialist (*Cass. com., 9 avr. 1996: D. affaires 1996, p. 671, etc.*). But also a merchant who seeks the services of a broker known in the market, the retailer who wants to make a product or service a franchise, the notoriety of the franchiser (as he reviews the reliability of the franchise system),

etc. These different qualities can be classified into two main categories. The person is taken into consideration for himself or with regard to his situation (about this distinction, See *D. Krcjeski, thèse préc., n° 1, 11° 408*). Taken into consideration by himself, the person could be of note due to his physical particularities (unless there is discrimination, See *supra n° 7*), psychological (the same remarks concern philosophical choices) or social (professional skill on the one hand and inter-personal ones on the other). The situation in which the person finds himself may be of interest from a material perspective (technical means), financial (solvency) or simply familial. Exteriorization of consideration of the personality is a practice of testing an employee before hiring, but also sometimes before signing a business contract, as in the case of becoming a franchise or dealer. With regard to distribution right, *intuitu personae* is often manifest, from the perspective of third parties, by belonging to a network, identified by itself through diverse signs of rallying the clientele (regardless of the type of network: authorized or selected distributors, dealer or franchised companies. - See in particular *Ph. le Tourneau, Les contrats de concession : Litec Professionnels, 2e éd., 2010. - Les contrats de franchisage : Litec Professionnels, 2e éd. 2007. - ,AGI. Behan-Touchais et G. Virassern-, Les contrats de la distribution : LGDJ, 1999. - Adde, V. infra Fasc. 1000 à*