

SPACE CONTRACT REGULATIONS

These Regulations are to be read as an integral part of the Space Contract.

1. DEFINITIONS AND INTERPRETATION

In these Regulations and in the Space Contract, the following words shall have the meaning respectively assigned to them hereunder, unless the context requires otherwise admits:

"Agreement" shall mean the Space Contract executed by the Organiser and the Exhibitor (including Schedule A attached thereto), these Space Contract Regulations and the Exhibitor Manual;

"Applicable Laws" shall mean the local laws and regulations of the Federal Republic of Germany;

"Contracted Term" shall mean the contracted period for usage of the exhibit space under the Agreement as specifically mentioned in the Space Contract;

"Exhibition" shall mean the event as named and dated in the Space Contract;

"Exhibitor" shall mean any person, firm, company, association, organisation or other entity contracting with Organiser for the purpose of exhibiting at the Exhibition as specified in the Space Contract;

"Exhibitor Manual" shall mean the manual of the Organiser's internal guidelines established from time to time and distributed to the Exhibitor prior to the Exhibition for the safe and orderly conduct of all aspects of the Exhibition;

"Exhibitor Material" shall mean all goods, exhibits, materials, equipment, stands/s, supplies, merchandise, models, exhibit items, or other property for the sole use of at the Exhibition;

"Force Majeure" shall mean any event or circumstances (or a combination of events or circumstances) which are beyond the reasonable control of the Organiser and which may prevent the Organiser from the performance of its obligations under this Agreement (whether in whole or in part), including without limitation: (1) revolution, riots, insurrection or other civil commotion, act of terrorism or sabotage or war; (2) nuclear explosion, radioactive, biological or chemical contamination, lensing, radiation or the propagation of any contaminants; (3) epidemics, disease, strikes, labor stoppages, working to rule, go slow actions and/or lockouts;(4) any effect of the above; (5) fire, flood, earthquake, storm, hurricanes, tsunami, cyclone or tornado, material change in sea level or weather, exceptionally inclement weather or any other act of God; (6) an explosion resulting from an act or war; (7) inability to obtain necessary plant, equipment or materials in the event of widespread outbreak or pandemic

or other outbreak of any infectious disease as declared by the World Health Organisation or by the relevant governmental authorities or being provided that the cause which could have been avoided by one of the parties or the consequences of the existence of the Force Majeure was reasonable means to avoid it and also that a failure caused by a previous failure is not a Force Majeure; (8) an interruption or stoppage in the supply of energy, power, fuel, water, materials, or equipment or other goods or services for the Exhibition;

"Insurance Costs" means the costs of obtaining the mandatory insurance cover as prescribed in clause 12.1. and set out under the Space Contract;

"Lead Tracking Fee" means (where applicable) the costs of the Lead Tracking Services as set out under the Particulars;

"Lead Tracking Services" means (where applicable) the service of digital identification and storage of contact details of visitors. The service will enable digital identification of visitors at the Exhibition by scanning a badge and storing contact details by scanning a bar/QR code displayed on the visitor's exhibition badge;

"Marketing Powerpack Costs" means (where applicable) the costs of the Marketing Powerpack provided by the Exhibitor as set out in clause 12.3 and under the Particulars;

"Objectionable Displays" shall mean any signage, products, services or other performances which is or could be construed as: (a) defamatory, unlawful, obscene, libellous, offensive or objectionable; (b) infringes any third party rights or sensitivities; (c) is likely to bring the Organiser into disrepute; (d) breaches any safety, health, security, hygiene or medical standards, requires the performance of occult practices, or acts contrary to law, morality or public order; (e) could be considered illegal or infringes any right of any person; (f) breaches any law or direction having the force of law or advertising codes of conduct;

"Organiser" shall mean MOBI HUB GMBH, its successors in title, successors and assigns;

"Parties" shall mean both the Organiser and the Exhibitor and "Party" shall mean either the Organiser or the Exhibitor;

"Refund" shall mean the refund of the Organiser of monies paid by the Exhibitor under the Agreement and which Refund is due (as shall be deemed appropriate by the Organiser), which shall be issued on such terms and conditions as may be determined by the Organiser, considering all relevant surrounding circumstances at such time and acting in a good faith manner;

"Sanctions Authority" means the United Nations Security Council, the United States Government, and/or the European Union or any member state thereof, the United Kingdom and/or any relevant sanctions compliance authority, and/or any combination of them;

"Sanctions Law" means any trade, economic or financial sanctions, regulations, laws, embargoes or other restrictive measures administered, enacted or enforced by any Sanctions Authority;

"Sanctioned Person" means any person, entity or organisation who is identified, included or designated as a restricted party by a Sanctions Authority, or directly or indirectly owned or controlled by any such restricted entities or individuals that are owned or controlled by such persons, entities or organisations;

"Term" shall mean the term of this Agreement as set out in Clause 2.1 herein;

"Total Exhibition Fee" shall mean the sum payable by the Exhibitor to the Organiser in the amount and manner set out in Schedule A to these Regulations, inclusive of all relevant costs (inclusive of the Lead Tracking Fee and Marketing Powerpack Costs where applicable);

"VAT" means value added tax or sales tax or any other tax of a similar nature imposed in the Federal Republic of Germany;

"Venue" shall mean the physical location of the premises where the Exhibition is held, organized by the Organiser and/or identified under the Particulars; and

"Venue User" shall mean all the exhibitors at the Venue, users of allocated spaces, and includes each of their agents, contractors, employees, invitees and attendees of the Exhibition.

"Venue Owner" shall mean the owner of the Venue i.e. Messe Berlin GmbH

2. USE & ALLOCATION OF SPACE

2.1 The Organiser shall allot and the Exhibitor accepts the right to use the allocated exhibit space during the Contracted Term for the purposes of exhibiting at the Exhibition. The Organiser may change the size and location of the allocated exhibit space if deemed necessary and in the best interests of the Exhibition. If the Organiser reduces the size of the allocated exhibit space, it shall not reduce the space area purchased by the Exhibitor under this Agreement, nor shall the Organiser be liable for any damages sustained by the Exhibitor for such reduced space. The Organiser's decision on such re-allocation of exhibit space is final and conclusive and the Exhibitor shall be bound by it.

2.2 The Exhibitor covenants and agrees that all governmental and other regulatory approvals required for the display or use of Exhibitor Material shall be independent of all approvals granted pursuant to or in favour of the commencement of the Exhibition (including all licenses or permits which may be required to operate under the

Applicable Laws, and all taxes, fees and charges levied against it in connection with the Exhibition).

2.3 The Exhibitor covenants and agrees:

2.3.1 to observe and comply with the reasonable directions of the Organiser;

2.3.2 to be and remain in care, custody and control of the Exhibitor Material;

2.3.3 to not install or exhibit any Objectionable Display and forthwith remove and clear any Objectionable Displays, as may be required by the Organiser;

2.3.4 not to use the Exhibition for any immoral, improper, unlawful or illegal purpose or in a manner which is likely to cause public disorder or in near the Venue, or in a way that might cause harm or any damage or damage to the property of the Organiser or the Venue Users, or in a way that might cause nuisance or annoyance to the Venue Users;

2.3.5 to not do anything which is required by the Organiser and then only in accordance with any conditions imposed, collect any charge or levy for admission or use of the Exhibition;

2.3.6 to observe and comply with Applicable Laws.

2.4 Save and except as otherwise agreed in writing between the Exhibitor and Organiser, the Exhibitor shall not be entitled to assign, mortgage, charge, sell, possess, control or occupy the whole or any part of the exhibit space. For the avoidance of doubt, the Exhibitor may not, unless agreed in by the Organiser's prior written approval for the exhibit space to be sublet, and (b) once approval has been granted, no person will be permitted to sub-let by putting the full name/s of the legal entity/ies they intend to sublet the exhibit space ("**Co-Sharers**"), including complete details of the Exhibition Material to be used, with the subject of the exhibit space, pay the Organiser the applicable Marketing Powerpack Costs for each and every Co-Sharer approved by the Organiser.

3. PAYMENT

3.1 The Exhibitor shall pay the Total Exhibition Fee in the amount, the manner and at the address that will be set out and provided for under Schedule A.

3.2 Time for payment shall be of the essence of the Agreement. Late payments shall be subject to default interest in the amount of 9 percentage points per annum above the European Central Bank base interest rate. The right to assert further damage shall remain unaffected. In all other respects, the statutory provisions shall apply.

3.3 The Total Exhibition Fee is payable in full even if the Exhibitor for any reason does not utilise the exhibit space or any part thereof.

3.4 Unless stated otherwise in the Space Contract, the Total Exhibition Fee shall be deemed exclusive of any applicable taxes. All amounts expressed to be payable under the Space Contract by the Exhibitor are payable (either in whole or part) constitute the consideration for any supply for VAT purposes that are made by Organiser to the VAT. If any supply is subject to VAT, the Exhibitor agrees to pay to the Organiser an amount equal to the VAT, which will be calculated and accounted for accordingly if VAT is or becomes chargeable on any supply made by the Organiser. The Organiser shall issue an invoice or any other document required to account to the relevant tax authority for the VAT. The Exhibitor shall also pay to Organiser (including, but not limited to any taxes, duties, levies, or any other consideration for such supply) an amount equal to the amount of the VAT, and the Organiser shall provide an appropriate VAT invoice to the Exhibitor.

3.5 The Marketing Powerpack and Lead Tracking Service Costs are included in the total price. Any Co-Sharer shall pay the Marketing Powerpack and Lead Tracking Service Costs. For each Co-Sharer of the Exhibitor not approved by the Organiser in the terms of the written approval granted under clause 2.4, the Exhibitor shall pay the Organiser immediately and in full, the applicable Marketing Powerpack and Lead Tracking Service Costs.

4. CANCELLATION

4.1 The Exhibitor shall immediately inform the Organiser in writing of its intention to cancel and the Organiser must be informed of the reasons for its failure to proceed whatsoever to the Organiser hereunder then the Exhibitor shall comply with the written notice in all cases with or without its non compliance with this provision.

4.2 Upon receipt of the Organiser's written notice for all costs (but subject to Clause 4.7):

4.2.1 all rights granted to the Exhibitor pursuant to the Agreement shall cease and the Organiser shall be at liberty to enter and use the exhibit space; and **4.2.2** all sums paid to the Organiser by the Exhibitor on account of the Total Exhibition Fee shall be forfeited to the Organiser. The Exhibitor shall also pay in full any portion outstanding of the Total Exhibition Fee, and the sums forfeited will not be set off against the Organiser on account of the Total Exhibition Fee forthwith, unless the Exhibitor can prove that the damage or losses or costs incurred are less than the aforementioned amounts has been incurred.

4.3 Subject to clauses 4.4, 4.5 and 4.6, the Organiser reserve the right at all times to change the dates of the Exhibition, in relation to its commencement, duration and conclusion, or to cancel the Exhibition due to Force Majeure.

4.4 If the Organiser cancels the Exhibition, except due to Force Majeure, the Organiser shall refund the Exhibitor the amount of the Total Exhibition Fee paid by the Exhibitor in proportion to the unexpired period of the Exhibitor's participation in the postponed Exhibition. For the avoidance of doubt, the terms and conditions in this clause are applicable only if the annual show edition (unless otherwise agreed between the Parties). If for any reason the Organiser cancels the Exhibition, the

Organiser shall refund the Exhibitor the amount of the Total Exhibition Fee paid by the Exhibitor for the Exhibition less an administration fee of 10% of the Total Exhibition Fee. If a change of the dates are not suitable for the Exhibitor, the Exhibitor may within thirty (30) days from the Organiser's announcement to the Exhibitor, request for a refund amount equivalent to the amount of the Total Exhibition Fee paid by the Exhibitor (less the amount of the non-refundable deposit). If for any reason the Organiser reduces the size of the show edition, the Exhibitor may request for a Refund in the amount equivalent to the amount of the Total Exhibition Fee paid by the Exhibitor.

4.5 In the event of cancellation of the Exhibition by the Organiser due to no fault of the Exhibitor, and with no reasonable or justifiable cause, the Exhibitor shall be entitled to a Refund, within a reasonable time, of the Total Exhibition Fee paid to the Organiser by the Exhibitor.

4.6 If the Exhibition is cancelled due to Force Majeure, the Exhibitor shall be entitled to a Refund in an amount equal to the Total Exhibition Fee already paid to the Organiser.

4.7 In the event that the Exhibitor has cancelled its participation in the Exhibition as a result of it being impossible for the Exhibitor to attend due to borders being regulated and/or due to the existence of exceptional circumstances, upon documentary proof being provided to the Organiser's reasonable satisfaction, the Exhibitor shall be entitled to a Refund in an amount equal to the Total Exhibition Fee already paid to the Organiser.

4.8 In the event of cancellation or postponement of the Exhibition under this Clause 4, the Exhibitor shall assume all risks associated with the non-refundable and forfeited Total Exhibition Fee amounts. The Exhibitor shall bear all costs the Exhibitor may have chosen to incur in anticipation of the Exhibition.

5. REDUCTION OF EXHIBIT SPACE

5.1 All requests for reduction of exhibit space must be made in writing to the Organiser.

5.2 If the written request in clause 5.1 for reduction is received by the Organiser up until twelve (12) weeks before the Exhibition, the Organiser may in its absolute discretion allow for the reduction. However, any monies received for reduction received by the Organiser after this period shall not be accepted.

5.3 The Total Exhibition Fee is payable in full even if the Organiser agrees to a reduction of the exhibit space.

6. STAND BOUNDARIES

All Exhibition Material must be kept within the agreed boundaries of the Exhibitor's exhibit space and must not interfere with or encroach upon the gangways with Exhibition Material and shall not allow any such Exhibition Material to project into

the gangways or in front of the exhibit space. The use of literature must take place from within the boundaries of the Exhibitor's exhibit space and must not project beyond the exhibit space. The Exhibitor shall indemnify and hold harmless the Organiser, the Venue Owner and the Venue Users against any claim by any person who continues to cause a nuisance or obstruction after notice has been given who will be liable to have its exhibit space removed by the Organiser at the Exhibitor's sole cost and expense. If the Exhibitor fails to comply with any of these requirements, the Organiser right to enter into its exhibit space to clear pursuant to this Clause 6. The Organiser may effect such removal of any Exhibition Material, in its sole and absolute discretion, without any further notice or warning, where practicable, except in cases deemed necessary and in the best interests of the Exhibition.

7. WARRANTY

The Exhibitor represents, warrants and undertakes that it is entering into this Agreement to exhibit at the Exhibition and is entitled to use its exhibit space, and that the Exhibition Material does not infringe and is not likely to infringe any patent, trademark, copyright, industrial design or any other right of any person, and it agrees that in the event of any breach of the representations, warranties and undertakings herein contained, this Agreement may be terminated by the Organiser, and the Exhibitor shall indemnify the Organiser against any and all costs, claims, demands, losses, liabilities, charges, actions, and expenses arising from such termination due to the Exhibitor's breach.

8. SOUND LEVEL

The sound level of audio equipment must be tuned to an acceptable volume, any broadcast in a way which does not interfere with nor becomes a nuisance to neighbouring Exhibitors. The Organiser reserves the right to monitor the sound output and determine the acceptable sound level of all equipment, entertainment and audio visual presentations. If the Exhibitor continues to refuse to comply with the request to reduce the volume, the Organiser reserves the right to disconnect all power supplies to the exhibit space and no compensation will be made to the Exhibitor.

9. EXHIBITOR'S RESPONSIBILITY

The Exhibitor is responsible for all claims, actions or costs for personal injury or death of all persons or property or claims of or arising from the erection and dismantling of the stand and anything permitted, omitted or done during the period of the Exhibition including all Exhibitor's Material, or for acts caused by the Exhibitor or any of its personnel, employees, representatives, contractors, sub-contractors, agents, or for act, omission or neglect of or by any party placed by or on Exhibitor Material or others whilst exhibiting or in the care, control, or custody of the Exhibitor. The Exhibitor shall comply with all requirements of the Exhibitor Manual and ensure its contractor and sub-contractor and suppliers likewise comply with its provisions.

10. EXHIBITORS AND PASSES

10.1 Every Exhibitor shall ensure their exhibit space is open to view and staffed by competent representatives during the Exhibition opening hours. In the event of any Exhibitor failing to open their exhibit space or remove their Exhibition Material, the Organiser may do so or may arrange for the exhibit space and Exhibition Material to be opened and removed and not be liable for any damages that may be incurred. The Organiser will not be liable for any damage, losses, or expenses sustained by the Exhibitor as a result of this action.

10.2 Every Exhibitor, and all persons for whom they may be considered responsible in any way whatsoever, must conduct themselves in such a manner as shall not be objectionable to any other Venue Users, and shall maintain good public morals applicable in the Federal Republic of Germany. Any person who does not comply with these requirements may be liable to the discretion of the Organiser, to be immediately removed from the Exhibition and refused re-admission during the period of the Exhibition.

10.3 The Organiser shall issue official passes for admission to the Exhibition and no pass will be issued to any person other than the Exhibitor's personnel, representative will be admitted to the Exhibition without producing to the gate official the Exhibitor's pass issued to them by the Organiser in addition to all other identification proof as required. If the pass for any reason is sold, transferred or otherwise disposed of, it shall be immediately forfeited and no further pass will be issued in its place.

10.4 The Organiser(s) reserve the right at their sole discretion to withdraw the pass issued to any person if complaints have been received concerning his/her conduct or if there has been a breach of this Agreement.

11. ORGANISER'S RIGHT OF ENTRY

The Organiser and those authorised by them, have the right to enter the premises of the Exhibition, and all exhibit spaces, at any time to execute works, repairs, and alterations and for any other purposes deemed necessary. No compensation shall be payable to an Exhibitor for damage, loss or inconvenience so caused.

12. MANDATORY SHOW INSURANCE, MARKETING POWERPACK AND LEAD GENERATION & TRACKING

12.1 The Exhibitor shall carry a Third-Party Liability policy to cover for accidental bodily injury to third parties (whether fatal or not) and any loss of or damage to, property belonging to third parties. The cover must be provided by an insurance company authorised to carry out work in accordance with Applicable Laws. The Exhibitor will be responsible for filing and settling any claims under the policy directly with the insurance company.

12.2 Any policy of insurance independently obtained by the Exhibitor shall be acceptable only if it complies with all the requirements of clause 12.1 and provided proof of certification of such cover along with the policy terms and conditions are submitted to the Organiser at least two months prior to the commencement of build-up for the Exhibition.

12.3 The Exhibitor will be responsible to insure his property and assets that it brings to the Exhibition, or to the Venue, at all times and any damage caused to such property or assets shall be the sole risk and cost, unless an act stipulated under Clause 12.1. The Exhibitor shall therefore be solely responsible for insuring its own assets against any perils or damage for the purposes of this Agreement.

13. TERMINATION

13.1 The Organiser may take possession of the exhibit space and terminate this Agreement, without any further notice or any recourse, and any Exhibitor's failure to meet any of their obligations under the terms and conditions of this Agreement and the Exhibitor Manual, including but not limited to the following: (a) failure to pay for the Total Exhibition Fee or any related services within the agreed payment dates; (b) failure to set up its Exhibition Material in the exhibit space as per the terms and conditions herein; (c) placement and installation of valid rights to make, use, perform, sell and display patented products, copyrighted works, trademarks and trade names; or (d) violation of any trademarks, copyright or other intellectual property rights of another exhibitor or third party in any Exhibition Material; or (e) a finding that it has taken unfair advantage of its name and/or goods at the Exhibition including goods that, in the sole opinion of the Organiser, do not conform to the permitted show profile of the Exhibition.

13.2 In the event that the Organiser terminates this Agreement under Clause 13.1, the Organiser shall be at liberty to enter and use the exhibit space to remove and dispatch such exhibits and Exhibition Material (at the risk and expense of the Exhibitor) and apply to the proceeds (if any) sale to the recovery of all damages due to the Organiser. All monies will be forfeited by the Exhibitor to the Organiser on account of the Total Exhibition Fee shall be forfeited by the Exhibitor to the Organiser and set off against the Organiser on account of the Total Exhibition Fee forthwith. In addition, the Organiser reserves the right to claim any loss or damages established by the Organiser or arising out of such termination.

14. FORCE MAJEURE

A Party shall not be in breach of this Agreement nor be liable for any failure or delay in the performance of any obligations thereunder arising from or attributable to an event of Force Majeure (with the exception of payment obligations stipulated herein). The party affected by Force Majeure shall immediately notify the other party in writing of the nature and extent of the Force Majeure causing its failure or delay in performance. If an event of Force Majeure occurs and persists for a period of seven (7) days or more, the Parties shall consult and use all reasonable endeavours to agree a mutually acceptable resolution, including the termination of this Agreement by written notice and the provisions of Clause 4.6 above shall apply. In the event of any

termination of this Agreement pursuant to this Clause 14, neither party shall be liable to the other for any loss or damage of any nature or kind whatsoever suffered as a result of such termination.

15. ASSIGNMENT

The Exhibitor may not assign or transfer any of its rights or obligations under the Agreement without the prior written approval of the Organiser. The Organiser may assign and/or novate the whole or any part of the Agreement, or any attached exhibit space or a share in the Organiser without the consent of the Exhibitor. The Organiser shall notify the Exhibitor of any assignment and/or novation and, if applicable, the Agreement shall be binding on the successors in title of the respective Parties.

16. SEVERABILITY

If any term or condition of the Agreement or the application thereof to any person or circumstances other than to any of the invalid or unenforceable, the remainder of the Agreement or application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term or condition of the contract shall be valid and enforceable.

17. INDEMNITY

17.1 The Exhibitor hereby indemnifies and agrees to indemnify the Organiser against:

17.1 INDEMNITY

(1) any and all, proceeding, claim, costs, damages or losses incurred or suffered by the Organiser by reason of (i) a breach by the Exhibitor against the Organiser in relation to the Exhibition, (ii) a breach by the Exhibitor of this Agreement, including any of its obligations, or (iii) for any act or omission on the part of the Exhibitor whatsoever, and **(2)** any and all customs, levy, tax, fine or other payment the Organiser is required for any to any authorities on behalf of the Exhibitor in relation to the Exhibition.

17.2 The Organiser hereby indemnifies and agrees to keep the Exhibitor indemnified against any and all proceeding, claim, costs, damages or losses incurred or suffered by the Exhibitor by reason of a breach by the Organiser of this Agreement, any regulation or any Applicable Law.

18. LIMITATION OF LIABILITY

18.1 The Organiser shall not be liable without limitation for intent and gross negligence. With regard to slight negligence, the Organiser's liability shall be limited and restricted to the foreseeable damage that might typically occur under the contract. If an obligation is violated, the fulfilment of which is essential for the proper execution of the contract and on the compliance with which the Exhibitor may regularly rely (cardinal duty).

18.2 The Organiser shall be liable for cases of initial impossibility only if it had knowledge of the hindrance to performance or if its lack of knowledge is due to gross negligence.

18.3 The Exhibitor shall not be liable for loss of profits or business, or for any indirect or consequential loss or damage.

18.4 The foregoing liability limitations or exclusions shall not apply to claims resulting from fraudulent concealment of a defect, acceptance of a guarantee and claims pursuant to the German Product Liability Act (Produkthaftungsgesetz, ProdHaftG) and to damage arising from injuries to life, body or health.

18.5 Insofar as the Organiser's liability is excluded or limited, such exclusion or limitation shall also apply to the personal liability of its employees, representatives and various agents.

18.6 The total liability of the Exhibitor to the Organiser under this Agreement will not exceed the amount of the Total Exhibition Fee, provided that such limitation of liability will not apply to any direct or indirect loss arising out of the Exhibitor's performance and/or non-performance of its obligations hereunder, infringement of any intellectual property rights, gross negligence, wilful default, intentional fraud, death, bodily injury and/or harm, loss and/or damage to property.

19. EXHIBITOR'S RESPONSIBILITY

The Exhibitor acknowledges and accepts sole and exclusive responsibility for the safety and security of all personnel, all of the exhibits, and belongings of the Exhibitor at all times. Any security guards for the Exhibition may only be obtained by a service provider accredited by the Venue Owner, which services may be purchased directly from the Venue Owner.

20. TERM AND VALIDITY

This Agreement shall become effective on the date of the Space Contract and shall remain valid and binding on the Parties till thirty (30) days after completion of the Exhibition or till earlier notice of the Exhibitor to the Organiser upon conclusion of the Exhibition ("**Term**").

21. INTELLECTUAL PROPERTY

21.1 All intellectual property and shall remain the exclusive property of the Party creating it (or where applicable, any third party from whom that Party has the right to use the intellectual property has derived).

21.2 The Exhibitor hereby grants to the Organiser, a non-exclusive, revocable, worldwide, non-sublicensable, fee-free license to use the Exhibitor's trademarks, trade names, logos and any of its intellectual property for executing the Organiser's

obligations under this Agreement. Any placement of all Party Intellectual property shall be subject at all times to the written consent of that Party.

21.3 Neither Party shall acquire any right, title or interest in or to the intellectual property of the other Party and nothing in this Agreement shall give right to any obligation to convey such rights. The Organiser will have the right to use the Intellectual Property of the Exhibitor for the purpose of promoting the Exhibition. The Organiser will be entitled to use the Intellectual Property of the Exhibitor at which point, the other Party shall stop distributing, publicly referencing, and displaying any and all intellectual property immediately.

21.4 The Exhibitor agrees that the Organiser shall have the right, without any liability to the Exhibitor, to take photographs, films, or make any other kind of video footage and/or photographs or via other media. The Organiser shall have the perpetual right to store, reproduce, publish or otherwise use such photographs, films or other media and promotional and/or marketing material from the Exhibition, at its sole discretion and in any manner, in any territory and without limitation, to promote successive editions of the Exhibitions or for any other reason whatsoever.

21.5 The Organiser shall have the right at all times, to exclude any Exhibitor from the Exhibition if it is aware of an infringement by the Exhibitor of a third-party's rights, including any damages that may be incurred. In this regard, the Organiser refuses to stop the infringement without undue delay. The Exhibitor shall not be entitled to any claims for damages, or refund. If excluded for such reasons, all sums or proceeds shall become forfeited to be infringed due to the Organiser's gross negligence and/or wilful misconduct.

22. COMPLIANCE WITH LAWS

The Parties shall comply with all Applicable Laws (including those with respect to anticorruption and data protection laws). The Parties shall also conduct themselves in the correct and respective businesses and in the performance of their obligations under this Agreement.

23. COMPLIANCE WITH VENUE OWNER'S RULES AND REGULATIONS

23.1 The Exhibitor shall comply with any and all rules and regulations of the Venue which may be issued by the Venue Owner from time to time. In particular, the Exhibitor shall comply with the technical guidelines directly accessible through the Organiser's website (current links: <https://messe-berlinprod-media.e-spirit.cloud/e2026709-d681-4621-89e6-fa8d2bfdbca/messe-berlin/downloads-englisch/technical-guidelines-berlin-expocenter-city.pdf> and <https://messe-berlinprod-media.e-spirit.cloud/eb9073d7-d515-4782-a31b-1ef49560ea39/globale-medien/globale-pdfs/downloads-english/agb/general-terms-of-business.pdf> and the house rules directly accessible through the following link: <https://messe-berlinprod-media.e-spirit.cloud/36b01921-e247-4b4d-87d4-f20914a19134/internationale-gruene-woche/downloads-alle-sprachen/visitor-service/house-rules.pdf> as well as any other

rules and regulations including traffic control rules for the physical access of the premises where the Exhibition is held, organized by the Organiser and/or identified under the Particulars (Download - Messe Berlin (messe-berlin.de)).

23.2 The Exhibitor hereby acknowledges that the Exhibitor may be required to procure and pay for additional services and ancillary charges directly from the Venue Owner (purchased through the Venue Owner's order and/or ordering system or communicated to the Exhibitor) as a requirement of exhibiting at the Venue including, but not limited to: (a) Approvals; (b) Parking spaces; (c) Supervision power rigging; (d) Installation of electricity, water, waste water, compressed air, IT/telecommunication; (e) Waste disposal; (f) Cleaning services; (g) Security services; (h) Forklift services; (i) Technical personnel (sound and video); (j) Logistic services; (k) On-site advertising services.

23.3 The Exhibitor shall be responsible for cleaning its exhibition stands and shall abide by the Venue Owner's environmental requirements and technical guidelines with respect to the disposal of waste.

24. DATA PROTECTION

24.1 As part of the performance of the Parties' obligations under this Agreement, personal data of data subjects at the Organiser's disposal (e.g., customers, persons, speakers, service providers, attendees, etc.) may be processed within the meaning of the EU General Data Protection Regulation (GDPR). Where a Party processes personal data on behalf of the other Party, the Organiser and the Exhibitor are independent controllers within the meaning of the GDPR with respect to the processing of personal data in connection with the performance of the Agreement.

24.2 Each Party is solely responsible for the lawfulness of the processing of personal data with respect to its tasks stipulated in this Agreement and for complying with all Applicable Laws on data protection.

24.3 Where a Party transfers personal data to the other Party, it represents and

24.3 DATA PROTECTION

warrants that (i) it collected such data lawfully and is allowed to transfer them to the other Party as part of its performance of the Agreement, (ii) that it informed the data subjects concerned in compliance with the duties to provide information under Applicable Laws on data protection about the transfer to and processing of their data by the other Party and (iii) the other Party may lawfully process these data within the limits of the intended purpose specified.

24.4 To the extent permitted by law, either Party shall inform the other Party without undue delay of any data breaches, investigations or proceedings of supervisory authorities or any court and of complaints or claims of data subjects to the extent that they concern personal data that were transferred to the other in the context of performance of the Agreement, and shall cooperate with the other Party as far as

necessary to enable the other Party to comply with any obligations it may have under Applicable Laws on data protection.

25. COMPLIANCE WITH SANCTIONS LAWS

25.1 The Exhibitor warrants that it is not a **Sanctioned Person**, that it does not have possession/knowledge of any facts that make it reasonably likely that it is, will become, or is controlled by a Sanctioned Person and that the funds used by the Exhibitor for any payment under this Agreement originate from legitimate sources and are not or could not reasonably be considered to be the subject matter of money laundering or its predicate offences in any way whatsoever.

25.2 The Exhibitor warrants that it shall comply with all Sanctions Laws and shall: (a) not, directly or indirectly engage in any transaction that evades or avoids or has the purpose of evading or avoiding, or breaches or attempts to breach, directly or indirectly, any Sanctions Law; (b) ensure that they will not provide prohibited technical assistance to any Sanctioned Person or in breach of any Sanctions Law; (c) not assign, novate, sub-let or otherwise transfer any of its rights and/or obligations hereunder to any Sanctioned Person or otherwise in any way that is inconsistent with or in breach of Sanctions Law; (d) ensure that each and every approved co-sharer to whom the whole or any part of the exhibit space is sublet, complies with this Clause; (e) be responsible for non-compliance or breach by any co-sharer of any provisions of this Clause; (f) promptly upon becoming aware of any breach of this Clause by the Exhibitor or any co-sharers, supply to the Organiser full details of any such breach or claim or proceeding arising from the same; (g) not fund all or part of any payment or any monetary obligations arising hereunder, out of proceeds derived from transactions with a Sanctioned Person, or from any actions in breach of any Sanctions Law; and (h) ensure that appropriate controls and safeguards are taken and put in place to prevent any actions being taken that would be contrary to Sanctions Law.

25.3 The Exhibitor (including any co-sharers) is or becomes a Sanctioned Person, or breaches any of the obligations under this Clause, the Exhibitor accepts and recognises that the following shall apply: (a) all rights (but not obligations) of the Exhibitor and all obligations of the Organiser arising hereunder shall be suspended and unenforceable by the Exhibitor for any other reason whatsoever; (b) the Organiser shall have the right to terminate this Agreement immediately upon written notice to the Exhibitor, in which case: (i) this Agreement and all rights of the Exhibitor hereunder will terminate with immediate effect and without the need for an order of the court; (ii) all sums paid by the Exhibitor to the Organiser under this Agreement shall be forfeited; and (iii) any termination under this Clause shall be without prejudice to any claims which the Organiser may have against the Exhibitor for any breach or sums accrued prior to or as a result of such termination.

26. ENTIRE AGREEMENT

These Regulations together with the Space Contract and documents referred to herein constitute the **whole agreement and understanding** between the parties relating to its subject matter and supersedes any prior agreements, whether in writing or oral,

relating to such subject matter. No variation of this Agreement shall be effective unless made in writing and signed by each of the Parties.

27. NOTICES

Any and all notices, demands and statements or documents of any kind which are desired or required to be given by one Party to the other according to the provisions of the contract may be delivered by hand or sent by electronic mail and shall be deemed to have been given and received upon delivery if delivered by hand or upon successful completion of the transmission if sent by electronic mail. Notices and official changes by notice in writing given in accordance with this clause, the addresses and electronic mail for the Parties shall be as set forth in the Agreement.

28. CALENDAR

All dates and periods will be determined by reference to the **Gregorian calendar**.

29. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the **Federal Republic of Germany**. The provisions of the UN Convention on the International Sale of Goods shall be excluded. Berlin shall be the place of jurisdiction for all disputes arising from the business relationship.

SCHEDULE A

The payment plan for the **Total Exhibition Fee** to be paid by the Exhibitor to the Organiser shall be as follows:

PAYMENT TERMS

- a. **25% 1st Installment** of the Total Exhibition Fee to be received within 2 weeks form upon signature of Contract
- b. **75% 2nd Installment** of the Total Exhibition Fee to be received on or before **15th May 2026**

A. Time for payment shall be of the essence of the Agreement. The Organiser reserves the right to charge Exhibitors with **late payment fee** if payments are not received according to the agreed payment schedule.

B. No payment shall be deemed to have been received until the Organiser has **received cleared funds**.

C. The Total Exhibition Fee for the Exhibition is **exclusive of any applicable bank charges** which are to be borne by the Exhibitor.

D. Notwithstanding anything to the contrary contained in this Agreement, in the event the Exhibitor **cancels** its participation in the Exhibition, the following payment shall be made.

Where notice of cancellation by the Exhibitor is received by the Organiser:

- On or before **31 January 2026**, the Exhibitor shall pay to the Organiser **twenty five percent (25%)** of the Total Exhibition Fee, less any amounts already paid;
- On or before **28 February 2026**, the Exhibitor shall pay to the Organiser **fifty percent (50%)** of the Total Exhibition Fee, less any amounts already paid; and
- On or after **31 March 2026**, the Exhibitor shall pay to the Organiser **one hundred percent (100%)** of the Total Exhibition Fee, less any amounts already paid.

For the avoidance of doubt, the amount payable by the Exhibitor upon notice of cancellation shall be the difference between the applicable cancellation percentage of the Total Exhibition Fee and any payments previously made by the Exhibitor under this Agreement.

In the event the Exhibitor **fails to provide any notice of cancellation** to the Organiser, the Exhibitor shall indemnify and hold harmless the Organiser against all costs, losses, and expenses incurred by the Organiser as a result of such non-compliance.

Notwithstanding the foregoing cancellation terms, where cancellation by the Exhibitor arises directly from a **Force Majeure event**, the Exhibitor shall not be liable to pay any cancellation payments as specified herein.
