

Application for standard booth as Direct Exhibitor

A

Philadelphia, PA, USA
September 21 – 23, 2023

BIOFACH AMERICA
into organic

Please return to
NürnbergMesse GmbH
Team BIOFACH World
Messezentrum
90471 Nürnberg, Germany
info@biofach-world.com

Please send us the
application documents **once only!**
(Post or e-mail)

Date for returning: July 14, 2023

Company name of direct exhibitor _____

Person to contact _____

Proprietor/Manager _____

Tel. _____

Street _____

E-mail _____

Postcode, Town, Country _____

Correspondence address (only if different) _____

Tel. _____

(Company) _____

Email _____

(Company) _____

Internet _____

Invoice address/Authorized recipient (only if different)

(see item 9 of the SCP-International BFA)

Company name for compulsory alphabetical entry in the printed Show Map and the online exhibitor listing

Company name (State in the form to be published in the printed Show Map and the online exhibitor listing):

Application as direct exhibitor (please complete in detail or mark as applicable)
and acceptance of the **Conditions of Participation**

Attention: form C and the relevant certificates must also be submitted



Applications approved and registered after July 21, 2023 will not be listed on the printed Show Directory Map.

1. We order standard booth space in exhibition halls.

Participation fee includes stand space, Exhibitor Service Kit, listing on the Show Directory Map (print deadlines apply), online listing, 6 badges per standard booth size and admission to all hosted events and educational seminars unless otherwise noted. Peninsula and Island stands must have a minimum size of 200 sq ft.

Standard booth 10' x 10' (100 sq ft = approx. 9 m²)

We order _____ booth(s)

- | | | | |
|--------------------------|--|--------------------------------|-------------------------|
| <input type="checkbox"/> | | In-Line stand (1 side open) | US\$ 6,045* / 100 sq ft |
| <input type="checkbox"/> | | Corner stand (2 sides open) | US\$ 7,195* / 100 sq ft |
| <input type="checkbox"/> | | Peninsula stand (3 sides open) | US\$ 7,890* / 100 sq ft |
| <input type="checkbox"/> | | Island stand (4 sides open) | US\$ 8,207* / 100 sq ft |

2. We would like the following position for our stand (without legal claim):

3. We agree to lay floor covering.

- We will use **our own** stand material or appoint **our own** stand construction company.
- We **order additional stand construction**. Please see Form D.

4. We accept the invoice of an Exhibitor Insurance Fee in the amount of **US\$ 185***.

All international exhibitors (defined as non-U.S. and non-Canadian exhibitors) are required to obtain insurance through Exhibitorinsurance.com, the Show's designated insurance provider and the cost will be added to all international exhibitor contracts. This fee will be waived/refunded to international exhibitors if a valid Certificate of Insurance with the required coverages is provided to and approved by Show Management. U.S. and Canadian exhibitors may purchase the required insurance through their own carriers or through Exhibitorinsurance.com.

5. We accept to purchase the Beacon Product Intelligence Tool of **US\$ 1,595*** (Exception for Pavilion Organizer is applicable)

Beacon, New Hope Network's new intelligence tool, will be an essential part of discovery and discernment at Natural Products Expo East 2023. On-boarding for exhibitors will be rolling, beginning with Food and Beverage companies. CPG businesses will upload a profile to enable customized matchmaking and service-related businesses and non-CPG exhibitors (e.g., ingredient suppliers, publishers, contract manufacturers, equipment manufacturers, laboratories, agencies, etc.) will use it for prospecting and lead generation. Beacon and Smart Event Enhancement are required, but a US\$1000* Smart event discount will be provided.* All exhibitors will participate in the Standards Review process prior to the event as part of New Hope's continuing prioritization of event integrity. The discount is not available if the in-person event is cancelled.

If for any reason (due to production delays or otherwise) New Hope is unable to provide the Beacon Product Discovery & Discernment Tool, New Hope will provide Client, at New Hope's discretion, with products and services of equal or greater value.

*In accordance with Art. 3a Para. 8 Clause 1 of the German Value Added Tax Act (UStG) in conjunction with the provisions of the letter of the German Federal Ministry of Finance dated January 18th, 2012, the place of supply for event services is the country in which the event takes place. The service is thus not VAT taxable in Germany.

We have taken note of the attached Special Conditions for Participation in Fairs and Exhibitions – International BIOFACH AMERICA ("Special Conditions") and General Conditions for Participation in Fairs and Exhibitions - International ("General Conditions") incl. the information on data protection and the admission criteria (the "Terms and Conditions NürnbergMesse") and we accept them on all points. In the event of a conflict between the Special Conditions and the General Conditions, the terms of the Special Conditions shall govern and control. You can object at any time to the processing or use of your data by us for advertising or market or opinion research purposes by writing (NürnbergMesse GmbH, Datenschutz, Messezentrum, 90471 Nuremberg) or by email (data@nuernbergmesse.de). You will find information relevant to data protection, and especially your rights, at: <https://www.nuernbergmesse.de/en/dataprotection>.

We agree to the terms, conditions, rules, regulations and guidelines, set forth in the Exhibitor Services Kit (accessible at <https://ordering.ges.com>); the New Hope Network Exhibitor Standards for Natural Products Expo (accessible at <https://standards.newhope.com/en/home.html>), the "Standards") and all additional policies and directives ("Policies") published or provided by the Show Management relating to the Show (collectively, the "Agreement") (the "Terms and Conditions Informa"). If the "Terms and Conditions NürnbergMesse" conflict with the "Terms and Conditions Informa", the "Terms and Conditions NürnbergMesse" shall take precedence in case of doubt.

Place and date

Company stamp and authorized signature of direct exhibitor

Application for your co-exhibitor

B

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(Post or e-mail)

Date for returning: July 14, 2023

We as the direct exhibitor wish to register the company stated below as co-exhibitor.
See item 14 of the SCP-International BFA

Company name of direct exhibitor
(respectively name of the joint stand organizer)

Person to contact

Street

Postcode, Town, Country

Tel.

E-mail

Internet

Application for your co-exhibitor and acceptance of the Conditions of Participation

Attention: form C and the relevant certificates must also be submitted
(max. 1 co-exhibitor per standard booth, for Pavilions: Please submit this form for each co-exhibitor)



Applications approved and registered after July 21, 2023 will not be listed on the printed Show Directory Map. Co-Exhibitor applications received after July 7, 2023 will be charged at US\$ 50* per co-exhibitor.

1. We as the direct exhibitor confirm that the co-exhibitor will be present with his own personnel and exhibits or services.

Company name of co-exhibitor

Proprietor/Manager

Street

Postcode, Town, Country

Tel.

(Company)

E-mail

(Company)

Internet

Person to contact of co-exhibitor

Tel.

E-mail

Correspondence address (only if different)

2. **Company name for compulsory alphabetical entry in the printed Show Map and the online exhibitor listing** (State in the form to be published in the printed Show Map and the online exhibitor listing):

3. **Compulsory registration of all exhibits and / or services**

*In accordance with Art. 3a Para. 8 Clause 1 of the German Value Added Tax Act (UStG) in conjunction with the provisions of the letter of the German Federal Ministry of Finance dated January 18th, 2012, the place of supply for event services is the country in which the event takes place. The service is thus not VAT taxable in Germany.

We accept the invoice of an Exhibitor Insurance Fee in the amount of 185* US\$. All international exhibitors (defined as non-U.S. and non-Canadian exhibitors) are required to obtain insurance through Exhibitorinsurance.com, the Show's designated insurance provider and the cost will be added to all international exhibitor contracts. This fee will be waived/refunded to international exhibitors if a valid Certificate of Insurance with the required coverages is provided to and approved by Show Management. U.S. and Canadian exhibitors may purchase the required insurance through their own carriers or through Exhibitorinsurance.com.

We accept to purchase the Beacon Product Intelligence Tool of US\$ 1,595*. Beacon, New Hope Network's new intelligence tool, will be an essential part of discovery and discernment at Natural Products Expo East 2023. On-boarding for exhibitors will be rolling, beginning with Food and Beverage companies. CPG businesses will upload a profile to enable customized matchmaking and service-related businesses and non-CPG exhibitors (e.g., ingredient suppliers, publishers, contract manufacturers, equipment manufacturers, laboratories, agencies, etc.) will use it for prospecting and lead generation. Beacon and Smart Event Enhancement are required, but a US\$1000* Smart event discount will be provided.* All exhibitors will participate in the Standards Review process prior to the event as part of New Hope's continuing prioritization of event integrity. The discount is not available if the in-person event is cancelled. If for any reason (due to production delays or otherwise) New Hope is unable to provide the Beacon Product Discovery & Discernment Tool, New Hope will provide Client, at New Hope's discretion, with products and services of equal or greater value.

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application documents **once only!**
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Date for returning: July 14, 2023

Company name of exhibitor _____

Tel. _____

Person to contact _____

E-Mail _____

Street _____

Internet _____

Postcode, Town, Country _____

Please complete in full in block capitals or tick as appropriate.

Compulsory registration of all exhibits and / or services

BIOFACH AMERICA is co-located with Natural Products Expo East which is organized by New Hope Network.

- We have already exhibited at a Natural Products Expo East and/or West organized by New Hope Network within the last 12 months.
 - Yes - our last participation was in _____ (please specify year) at the _____ (please specify show).
 - No – if no please register here: <http://www.surveygizmo.com/s3/3244811/Co-Exhibitor-Application>

We have exhibited at BIOFACH Nürnberg.

Last time we exhibited in 2022 2023

We confirm that we will show the same products at BIOFACH AMERICA as in our last BIOFACH Nürnberg participation, that were admitted and compliant with the admission criteria. All products that have not yet been shown at BIOFACH Nürnberg, need to be specifically reported to the organizer and have to comply with the admission criteria.

Products with organic certificate:

Our products are certified in accordance with an organic standard in the "IFOAM Family of Standards".

Please fill in the respective organic standard here: _____

Control authority: Our products are certified by an internationally recognised control body.

Please fill in the name or control code of your organic control body:

IFOAM-accredited control body: Our products are certified by the following IFOAM accredited control body:

Please find more information regarding IFOAM Family of Standards under: www.ifoam.org/ifoam-family-standards

! For the examination of admission of your exhibits, please submit the relevant certificates (including possible annex or trading schedule).

We agree to have all certification documents and other proof available at your stand for on-site product examination during the fair. The exhibition management reserves the right to - in individual cases - reject registered firms or submitted products. We hereby confirm the completeness and accuracy of the information given.

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Company name of exhibitor _____

Tel. _____

Person to contact _____

E-Mail _____

Street _____

Internet _____

Postcode, Town, Country _____

Please complete in full in block capitals or tick as appropriate.

Products from wild collection or wild fishery:

Our products from wild collection or wild fisheries originate from sustainable cultivation or sustainable fishing.

Please fill in the respective standard here: _____

 For the examination of admission of your exhibits, please submit the relevant certificates (including possible annex or trading schedule).

Products without organic certificate:


(PLEASE NOTE: Only products that cannot be certified as organic should be listed in this column.)

Not all or none of our exhibits / services are certified to an organic standard.

We request admission for the following products / product groups without organic certificate:

and confirm that our products:

- are produced and processed to the latest technical standards in an environment-friendly way;
- are produced without the use of genetically modified organisms or substances produced or obtained from GMOs;
- have not been exposed to radioactive irradiation;
- do not contain any substances that are damaging to health or the environment and in particular that no ecologically critical materials have been used for the product or its packaging (halogen compounds, formaldehyde, Bakelite, PVC).

 For the examination of admission, products must be declared individually, lists of ingredients and an explanation as to why the products are not certified must be submitted.

Services:

We request admission for the following services:

For admission criteria purposes the following verification must be submitted in writing:

- The services are developed specifically for the organic market;
- The company has a special connection with the organic sector
- BIOFACH visitors are our company's primary target group

We are the **organizer of a joint stand** and do not exhibit any products / services.

We agree to have all certification documents and other proof available at your stand for on-site product examination during the fair. The exhibition management reserves the right to - in individual cases - reject registered firms or submitted products. We hereby confirm the completeness and accuracy of the information given.

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Person to contact _____

Street _____

Tel. _____

Postcode, Town, Country _____

Tel. _____

E-mail _____

Email _____

Invoice address/Authorized recipient (only if different)
(see item 9 of the SCP-International BFA) _____

Internet _____

We order (please tick as applicable) **and acceptance of the Conditions of Participation**

Option A: Pipe & Drape



Price: US\$ 597.72*
per standard booth

The rental for the duration of the event includes the following equipment:

- **Back wall drape** (approx. height 240 cm)
- **Side rail drape** (approx. height 91 cm)
- **Carpet** in various colour options
 Black Grey Blue Green Red Pepper
 Blue Jay
- **Skirted table** (approx. width 180 cm, approx. height 76 cm, in various colour options)
 Beige Grey Black Forest Green Red Blue
 White
- **Fascia board** (approx. 28 x 43 cm, black writing on white background)
- **2 Chairs**
- **1 Wastebasket**
- **If needed:** Socket and Electricity

Option B: Upgraded Pipe & Drape



Price: US\$ 963.34*
per standard booth

The rental for the duration of the event includes the following equipment:

- **Back wall drape** (approx. height 240 cm)
- **Side rail drape** (approx. height 91 cm)
- **Carpet** in various colour options
 Black Grey Blue Green Red Pepper
 Blue Jay
- **Fascia board** (approx. 28 x 43 cm, black writing on white background)
- **Skirted counter** (approx. height 100 cm, approx. width 182 cm, in various colour options)
 Beige Grey Black Forest Green Red Blue
 White
- **1 Bar table** (approx. diameter 76 cm, height 100 cm)
- **2 Stools**
- **1 Wastebasket**
- **If needed:** Socket and Electricity

Please be aware that the back and side drape of all booths are muslin. On this basis your individual design varies depending on what you have ordered. If you do not provide your desired details by the above mentioned deadline, an emerald green carpet and white skirt are provided. The fascia board will show the name as provided on form A. Skirt and Carpet Colours subject to change.

Text for lettering on fascia board:

*In accordance with Art. 3a Para. 8 Clause 1 of the German Value Added Tax Act (UStG) in conjunction with the provisions of the letter of the German Federal Ministry of Finance dated January 18th, 2012, the place of supply for event services is the country in which the event takes place. The service is thus not VAT taxable in Germany.

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Company name of direct exhibitor _____

Person to contact _____

Street _____

Tel. _____

Postcode, Town, Country _____

E-mail _____

Tel. _____

Invoice address/Authorized recipient (only if different)
(see item 9 of the SCP-International BFA) _____

Email _____

Internet _____

We order (please tick as applicable) **and acceptance of the Conditions of Participation**

Option C: Hard Wall



Price: US\$ 2,829.32*
per standard booth

The rental for the duration of the event includes the following equipment:

- **White hard walls for the back** (approx. 240 x 300 cm)
- **2 small walls for the sides** (approx. 240 x 45 cm)
- **2 armlights 500 watts** (electricity included)
- **Carpet** in various colour options
 - Black Grey Blue Green Red Pepper Blue Jay
- **Skirted table** (approx. width 180 cm, approx. height 76 cm, in various colour options)
 - Beige Grey Black Forest Green Red Blue
 - White
- **Fascia board** (approx. 28 x 43 cm, black writing on white background)
- **2 Chairs**
- **1 Wastebasket**
- **If needed:** Socket and Electricity

Please be aware that the back and side drape of all booths are muslin. On this basis your individual design varies depending on what you have ordered. If you do not provide your desired details by the above mentioned deadline, an emerald green carpet and white skirt are provided. The fascia board will show the name as provided on form A. Skirt and Carpet Colours subject to change.

Text for lettering on fascia:

*In accordance with Art. 3a Para. 8 Clause 1 of the German Value Added Tax Act (UStG) in conjunction with the provisions of the letter of the German Federal Ministry of Finance dated January 18th, 2012, the place of supply for event services is the country in which the event takes place. The service is thus not VAT taxable in Germany.

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Place and date _____

Company stamp and authorized signature of direct exhibitor _____

General Conditions for Participation in Fairs and Exhibitions - International

(hereinafter referred to as „GCP-INTERNATIONAL“)

As per March 2022

NÜRNBERG MESSE



In case of disagreement, the Special Conditions for Participation in Fairs and Exhibitions-International shall have priority over the General Conditions for Participation in Fairs and Exhibitions-International

1. Application

Applications to exhibit at a fair or exhibition ("EVENT") must be made on the official printed application form, which must be accurately completed and signed in a legally effective manner. Alternatively the application can be effected online by accurately completing and sending the online form and if need be additional confirmation of a link received by e-mail.

Such an application constitutes a contractual offer to NürnbergMesse GmbH ("NM") and cannot be endorsed with conditions and restrictions, particularly with respect to desired stand positions, which do not represent a condition for participation. By signing this form or sending the online form more specifically additional confirmation of a link received by e-mail, the General and Special Conditions for Participation are recognized as binding and included into the contractual offer by the applicant, who is also responsible and liable for adherence to the said conditions by persons employed by him at the event.

2. Admission / Stand space confirmation

Admission of exhibitors and listed exhibits is a matter for the sole discretion of NM, who will confirm same in a written or text form stand space confirmation (e.g. e-mail).

The contract comes into force on confirmation of admission. Reservations or conditions stipulated in the application are invalid without the written confirmation of the NM.

If the content of the confirmation of admission differs significantly from the content of the application form, the contract is concluded in accordance with the confirmation of admission if the exhibitor does not object in writing within two (2) weeks of receipt. In this case, the organizer will be obligated to specifically inform the exhibitor of the two-week objection period and the consequences of the lapse of the prescribed period in the stand space confirmation.

A legal entitlement to admission does not exist. If the number of suitable applications received by the NM before the application deadline exceeds the amount of space available, admission will be decided at the discretion of NM. NM is also entitled to limit the listed exhibits.

Admission applies only to the listed exhibits, the exhibitors specified in the stand space confirmation and the space stated therein. Other items than those listed and admitted cannot be exhibited.

An exhibitor who has previously failed to settle his financial obligations to NM or settle them punctually may be excluded from admission.

If economic sanctions have been imposed by the EU, Germany, other EU/ EEA states, or the United States against the country in which the exhibitor has its registered head office or from which the exhibitor's products originate (e.g., due to wars that violate international law, war crimes or the like), the exhibitor may be excluded from admission completely or with respect to individual products to the extent that the organizer or other trade fair participants cannot be reasonably expected to tolerate an admission of the exhibitor. This shall also apply if the economic sanctions do not prohibit participation in the event.

3. Allotment of space, subsequent alteration of stand space

3.1 The space allotment will be done by the organizer in accordance with the product groups and arrangement of the event concerned and subject to the space available. Siting requests made in the application form will be considered as far as possible. Order of receipt of applications will not be the sole deciding factor for allotment of space.

3.2 The organizer is entitled to subsequently alter the shape, size, dimensions, and position of the stand space allotted to the exhibitor to the extent required for reasons of safety or public order, the more efficient utilization of rooms and areas, or to avoid gaps in the exhibition areas (e.g., due to cancellations) and insofar as such an alteration is reasonably acceptable to the exhibitor. The organizer must immediately notify the exhibitor of the necessity of such a measure and, if possible, offer an equivalent stand space. If the subsequent alteration results in a smaller stand rent, the corresponding proportion of the stand rent will be refunded to the exhibitor. Otherwise, the exhibitor will not be entitled to derive any further rights from a subsequent alteration according to item 3.2.

3.3 Exhibitors must accept that the location of other stands at the beginning of the fair or exhibition may have altered since the time of admission; no claim may be made on account of such alterations.

3.4 Exchanging the allotted space with that of another exhibitor or transfer to a third party, even only in part, is not allowed without the permission of NM.

4. Joint exhibitors

Stand spaces are hired only as complete spaces and only to one contractual partner. Exceptions may be made to this rule, if necessary. If several exhibitors wish to share a stand space, they must name a representative in their application form who is authorized to act on their behalf in negotiations with NM.

5. Co-exhibitors

5.1 The use of the stand space by another company with its own products and personnel (hereinafter referred to as „CO-EXHIBITOR“) requires a

separate application and admission by NM. Admission of one or more co-exhibitors is subject to a special fee.

5.2 Responsibility for ensuring that co-exhibitors fulfil all their commitments shall rest with the principal exhibitor, if applicable, in addition to the co-exhibitor.

6. Stand rental fee, lien

Stand rentals and terms of payment are shown in the SPECIAL CONDITIONS FOR PARTICIPATION (SCP) - INTERNATIONAL. Payment of the stand rental must be made in accordance with the dates laid down before the allotted space may be occupied. Complaints about the invoice can only be considered if they are submitted within 14 days of invoicing. NM is entitled to exercise its right of lien and sell any distrained property on the open market after written notice of intention. No liability will be accepted for damage to seized items unless deliberate or caused by gross negligence.

7. Withdrawal of application, cancellation of part of stand space

In case the exhibitor withdraws his application, cancels part of the stand space or does not participate in the event, NM is entitled to use the hired stand space or the cancelled part of the space for other purposes and re-let to third parties. The exhibitor shall remain obliged to pay cancellation fees on the value of the ordered stand rental fee as set out in clause 6. In detail, reference is made to SCP-INTERNATIONAL.

8. Cancellation of admission

NM may cancel confirmation of admission and re-let the space elsewhere in the following cases:

- The stand is obviously not occupied by the exhibitor in good time before the event (specified in SCP-INTERNATIONAL).
- The exhibitor fails to pay the stand rental fee at the agreed time and allows a period of grace granted by NM to lapse without result.
- An application to commence insolvency proceedings against the exhibitor's assets is lodged or rejected for lack of assets, or insolvency proceedings have already been commenced.
- The conditions for stand space confirmation are no longer fulfilled by the registered exhibitor or NM receives knowledge of grounds which would have justified exclusion if they had been disclosed earlier.
- The exhibitor infracts NM's site regulations.

NM reserves the right to assert claims for damages in such cases. The exhibitor has no entitlement to claim damages.

9. Cancellation of rental exhibition stands and other services

Once admission has been confirmed, the exhibitor must pay charges even if he withdraws his application or does not exhibit. NM also reserves the right to assert claims for damages.

If the exhibitor cancels the order for rental exhibition stands and/or other services, a cancellation fee is payable. In detail, reference is made to SCP-INTERNATIONAL.

The exhibitor retains the right to prove that the requested compensation for costs incurred is too high.

10. Exclusion of exhibits

NM and any trade show co-organizer are entitled to demand the removal of items which have not been listed in the application form or prove to be dangerous, a cause of annoyance or otherwise unsuitable, or which can be proved to be a violation of industrial property rights. If this demand is not complied with, the said items will be removed by NM or the trade show co-organizer at the expense of the exhibitor. If a violation of industrial property rights by an exhibitor is proved (e.g. on the grounds of a valid court ruling against the exhibitor), NM may exclude the exhibitor from participating in a subsequent event.

11. Stand assembly, equipment and design

Stands must conform to the overall layout of the event. NM reserves the right to forbid the erection of stands which are in this respect unsuitable or inadequate or to alter them at the exhibitor's expense. Stands must be properly equipped and manned by qualified personnel at the specified times for the entire duration of the event. Stand fitting must be completed at the latest by the end of the period allowed for stand assembly and stands cleared of any packing materials. Removal of exhibits or dismantling of stands before the end of the event is not permitted. Names and addresses of exhibitors must be clearly displayed on the stands. In case of discrepancies, the SCP-INTERNATIONAL prevail over the GCP-INTERNATIONAL. The approval of NM is needed if stand constructions exceed the specified height limits for stands. Consent is also needed for particularly heavy exhibits. Fixing to the hall floor is not permitted. After the official closing of the event or after a measure according to 12.1 or 12.3 was taken that did not involve a continuation of the event, basic items, insofar as these have been provided by NM, must be returned undamaged and in their original condition.

General Conditions for Participation in Fairs and Exhibitions - International

(hereinafter referred to as „GCP-INTERNATIONAL“)
As per March 2022

NÜRNBERG MESSE

(continued)

Damage caused through negligence or not immediately notified at the time of occurrence must be indemnified by the exhibitor. Exhibits which still remain on the stands after the end of the period allowed for dismantling may be removed and stored at the exhibitor's own expense.

12. Cancellation, change of place or time, interruption, closure of the event

- 12.1** After contract formation, the organiser may cancel the event in full or in part, change the location or time, or shorten, discontinue, interrupt or close the event if it is impossible to hold the event at the event location and/or at the event time in full or in part (according to Section 275 (1) - (3) German Civil Code (BGB)) or if there is a valid reason and the organiser or its vicarious agents are not responsible for the valid reason. The interruption includes the possibility of delaying the end of the event to compensate for the interruption in full or in part.
- 12.2** A valid reason within the meaning of Section 12.1. exists
- when there are sufficient indications that holding or continuing the event would entail an unacceptable, concrete risk to life, limb or health, or
 - when there are sufficient indications that holding or continuing the event would entail a concrete risk of considerable property damage, or
 - if holding or continuing the event would be considerably impaired in full or in part or if such a considerable impairment is likely by reason of a natural event, war, pandemic, epidemic, terror risk or attack, labour dispute, limitation of transportation, utility and/or communication connections, unexpected limitation of the usability of the event space, travel restrictions, official orders, official recommendations or restrictions, or force majeure. A considerable impairment exists when the event cannot be held as planned and for that reason the purpose of the event for visitors, exhibitors and organisers cannot be achieved or only with significant restrictions.
- 12.3** After contract formation, moreover, the organizer may also cancel the event up to eight weeks before the start of the event if more than 60% of rented stand space or more than 60% of registered exhibitors (including co-exhibitors) compared to the registration status at the time of general distribution of approvals/stand area confirmations are eliminated due to the refusal or cancellation of other exhibitors, so that the event can no longer represent significant parts of the industry and therefore the purpose of the event for visitors, exhibitors and organizers cannot be achieved or only with significant restrictions.
- 12.4** The organiser shall decide at its reasonable discretion whether a measure will be taken and what measure will be taken according to Section 12.1 or 12.3, also in consideration of the legitimate interests of visitors and exhibitors. If holding the event is completely impossible in accordance with Section 275 BGB, the organiser shall likewise always be entitled to cancel the event.
- 12.5** The organiser shall be obligated to immediately inform the affected exhibitors of a measure according to Sections 12.1 or 12.3.
- 12.6** If the event is cancelled before it begins according to Sections 12.1 or 12.3, the organiser and the exhibitor shall be released from their reciprocal contractual performance obligations. Any already paid stand rent and the remuneration for services agreed between the organiser and the exhibitor shall be refunded to the exhibitor.
- 12.7** If the event is discontinued, interrupted, shortened or closed after it has begun according to Section 12.1, the organiser shall be released from its contractual performance obligation from this time onward or for the period of interruption. The stand rent shall be reduced in the ratio of the discontinued event duration to the planned total duration of the event. Reduction of stand rent shall be excluded in the event of an immaterial shortening or interruption of the event of up to 15% of the event duration. If the interruption is compensated by a delay of the end of the event, the stand rent will not be reduced. Any overpaid stand rent shall be refunded to the exhibitor. Insofar as services agreed between the exhibitor and the organiser can no longer be provided due to the measure according to Article 12.7 sentence 1 (e.g. discontinuation) or insofar as the provision of the not yet provided portions of services has become pointless as a result of the measure, the exhibitor shall only owe the remuneration attributable to the provided portion of the services. In case of an impossibility for which the organiser or one of its vicarious agents is responsible, the organiser shall not be entitled to the remuneration insofar as the exhibitor has no interest in the already provided portion of the service. Any overpayment of remuneration shall be refunded to the exhibitor. The exhibitor shall owe the full remuneration for the service of individual stand construction as soon as the stand construction is completed.
- 12.8** If the event is shortened or if the place or time of the event is changed before it begins according to item 12.1, without the consent of the exhibitor, and if the exhibitor is consequently no longer interested in participating in the event, the exhibitor will be entitled to rescind the contract. The rescission may only be declared immediately, but at the latest within 14 days after notification of the change or shortening, to the organizer in text form. If the exhibitor declares the rescission in due time, item 12.6 shall apply accordingly. If the exhibitor does not declare the rescission in due time, the services agreed between the exhibitor and the organizer shall also be performed at the new date.

12.9 If the event is cancelled, discontinued, interrupted, shortened, the location or time of the event is changed or the event is closed only partially (e.g. in relation to a certain hall), the legal consequences of Sections 12.6 to 12.8 shall only apply in relation to the exhibitors directly affected by the measure according to Section 12.1. The exhibitors in those parts of the event that are held without changes shall still be obligated to pay the full stand rent.

12.10 The exhibitor may not assert claims for damages or claims for reimbursement of expenses on the basis of a measure according to Sections 12.1 or 12.3; claims of the exhibitor based on impossibility according to Section 275 BGB for which the organiser or one of its vicarious agents is responsible remain unaffected by this – although subject to the limitations of Section 19.

12.11 Any further rights of the organiser based on frustration of contract according to Section 313 BGB remain unaffected by this Section 12.

13. Assembly and dismantling passes, exhibitor passes

Passes for exhibitors and workmen employed during the period of stand construction and dismantling will be issued to the applicant, if applicable. In detail, reference is made to SCP-INTERNATIONAL.

14. Advertising

Advertising of all kinds is allowed only within the stand space rented by the exhibitor for his own firm and only for products and/or services produced or distributed by him, insofar as these have been listed in the application form and admitted. The use of apparatus and equipment to achieve an increased advertising effect by optical and/or acoustic means requires the prior written consent of NM. Advertising outside the stand space rented by the exhibitor is only possible as part of the advertising and sponsoring measures offered by NM and approved by the trade show co-organizer. Advertising of a political nature is forbidden.

15. Photographs, drawings, films

NM and the trade show co-organizer are entitled to have photographs, drawings, videos and films made of the event, exhibits and exhibition constructions and stands and to use these for publicity or press purposes without exhibitors being able to object for any reason. This also applies to photographs produced directly by the press or television with the consent of NM and trade show co-organizer. For photographs, drawings and films of stands against payment, exhibitors must only use service contractors authorized by NM and the trade show co-organizer and in possession of a relevant permit. Only these service contractors may be commissioned before or after the official daily opening hours. Other service contractors are not admitted during these hours. Exhibitors are not permitted to produce photographs, drawings, videos and films of the stands and exhibits of other exhibitors.

16. Direct selling

Direct selling is not allowed unless expressly permitted by the SCP-INTERNATIONAL, in which case objects for sale must be marked clearly with their prices. Exhibitors are responsible for ensuring that they obtain the necessary permits from the relevant trade and health authorities and comply with regulations.

17. Cleaning

NM is responsible for general cleaning of the grounds and hall passages. Stand cleaning is the responsibility of exhibitors and must be completed daily before the opening of the event. Exhibitors have to use the service contractor engaged by NM for stand cleaning.

18. Supervision

NM will arrange general supervision in the exhibition center. This shall not affect the liability provisions of item 19. Exhibitors are strongly recommended to make their own arrangements for the security of their stands and exhibition items and effect appropriate insurance cover. Valuable items which can be easily removed should be locked away out of the opening hours. Additional stand supervision is available at the exhibitor's own expense by using the service contractor engaged by NM.

19. Liability, insurance, accident prevention

19.1 NM bears unlimited liability only in cases of intent or gross negligence and for damages due to loss of life, bodily injury or damage to health. In all other cases NM shall be liable only

- in the event of a breach of cardinal obligations. Cardinal obligations are obligations of fundamental importance for the proper execution of the contract and which the EXHIBITOR can expect to be regularly fulfilled;
- if NM is legally obliged to take out liability insurance cover or this is usually the case;
- if NM has claimed a special degree of trust or occupies a qualified position of trust.

In these cases, however, NM is only liable for typical foreseeable damage (hence not usually liable for consequential damage) and then only up to a limit of EUR 100,000 for each case of damage. The liability limitation applies only to businessmen, juristic persons under public law and special public assets. Moreover, liability due to slight or ordinary negligence is excluded. This liability limitation also applies to the conduct of NM's performing and vicarious agents.

General Conditions for Participation in Fairs and Exhibitions - International

(hereinafter referred to as „GCP-INTERNATIONAL“)

As per March 2022



(continued)

19.2 The exhibitor/co-exhibitor or joint exhibitor is liable for any damage to persons or objects caused culpably by himself, his employees, his representatives or his exhibits and equipment.

19.3 The exhibitor is fundamentally obligated to obtain adequate insurance protection itself. It is recommended that the exhibitor take out exhibition insurance to cover the transport and sojourn risk. Such insurance can be arranged by the organizer under a framework agreement.

19.4 The exhibitor is obliged to fit the exhibited machinery and equipment with safety devices complying with the accident prevention rules of the appropriate professional associations. NM is entitled to prohibit the event or operation of machinery and/or equipment at its discretion.

20. Protection of industrial property rights

Protection of copyright or other patent rights of exhibits is the responsibility of the exhibitor. A six-months period of protection from the beginning of an event by reason of the law relating to the protection of inventions, samples and trade marks of 18 March 1904 (RGBl. page 141) only takes effect if the Federal Minister of Justice has published a relevant announcement in the Bundesgesetzblatt (Federal Law Gazette) for the event concerned (see SCP-INTERNATIONAL, exhibition priority).

21. Site regulations, contraventions

Exhibitors agree to accept the site regulations during the event in all parts of the exhibition center. The instructions of NM's and trade show co-organizer's employees, who possess official identity cards, must be complied with. Contraventions of the GCP-INTERNATIONAL and SCP-INTERNATIONAL or instructions within the framework of the site regulations shall entitle the organizer and/or trade show co-organizer, if such contraventions continue after warning, to immediate closure of the stand at the exhibitor's own risk and expense and without claim to compensation.

22. Place of fulfilment and jurisdiction

The place of fulfilment is Nuremberg, Germany. The same applies to the place of jurisdiction when the exhibitor is a merchant in his own right or a juristic person under public law or does not have a general inland place of jurisdiction. NM is also entitled to take legal proceedings against the applicant at the applicant's general place of jurisdiction.

23. Data protection notice

Personal data will be processed by the organizer as the controller within the meaning of data protection law, and where applicable by our service partners, with due regard to the data protection regulations applicable to the support and information provided to customers and interested parties and the performance of the offered services (legal basis: Art. 6 para. 1 letter b EU-GDPR). In accordance with the principle of data minimisation and data avoidance, only that data which is absolutely necessary for the aforementioned purposes will be processed. Personal data will of course be treated as confidential and protected as best as possible by means of appropriate security measures. Only authorized persons engaged in providing technical, commercial and customer administration support will have access to your data. Naturally, appropriate job processing agreements have been concluded to the extent legally required. Personal data will be retained until the contractual relationship with the organizer is terminated and also until the data is no longer needed for other legal reasons (e.g. due to statutory retention periods). Every exhibitor has the right to complain about this data processing to the competent data protection supervisory authority and may demand, subject to fulfilment of the legal conditions, information, rectification, erasure or restricted processing, object to the processing or assert his right to data transferability. NürnbergMesse GmbH, Exhibition Centre, 90471 Nuremberg / data@nuernbergmesse.de or its data protection officer (datenschutz@nuernbergmesse.de) will be glad to answer any questions on this subject.

24. Data use for promotional purposes

The organizer has an interest in cultivating the customer relationship with its exhibitors and providing them with information and offers about its own similar events and services. Therefore, the data transmitted with the submission of the application (company name, address, telephone/fax number and e-mail address) will be processed by the organizer and where applicable by its service partners to transmit appropriate event-related information and offers by e-mail in accordance with Art. 6 para. 1 letter f EU-GDPR. Objection to the use of data for purposes of direct promotion can be notified to the organizer at any time; this also applies to profiling if it is directly related to the direct advertising. Once the objection is notified, the data will no longer be processed for this purpose. The objection can be notified without observing formal requirements and without indication of reasons and without incurring separate costs aside from the customary transmission costs at basic rates. The objection should be addressed to NürnbergMesse GmbH, Messezentrum, 90471 Nuremberg, or data@nuernbergmesse.de.

25. Severability clause

If any provisions of these GCP-INTERNATIONAL are partially void or incomplete, this shall not affect the validity of the remaining provisions and the contract. In such cases, the parties agree to replace the void or missing provision by a provision that most closely relates to the business purpose intended by the parties.

Special Conditions for Participation in Fairs and Exhibitions – International BIOFACH AMERICA

(hereinafter referred to as „SCP-International BFA“)

As per September 2022

1. Contract Partner

NürnbergMesse GmbH
 Messezentrum
 90471 Nuremberg (Germany)
 Tel: +49 (911) 8606-0
 Fax +49 (911) 8606-8694
www.nuernbergmesse.de
 CEOs: Prof. Dr. Roland Fleck, Peter Ottmann
 Registration Number HRB 761 Nürnberg
 Chairman of the Supervisory Board: Marcus König
 Oberbürgermeister der Stadt Nürnberg
 Lord Mayor of the City of Nuremberg
 (hereinafter referred to as "NM")

NM acts either as the organizer or the co-organizer of the trade shows or exhibitions that are held outside of the Federal Republic of Germany. BIOFACH AMERICA, (hereinafter referred to as "EVENT") is co-organized by NM and Informa Media, Inc. (hereinafter referred to as "INFORMA"). The EVENT is a part of INFORMA'S Natural Products Expo East 2020 trade show (the "SHOW"). Companies intending to participate in the EVENT are hereinafter referred to as "EXHIBITOR". The contract is concluded between NM and the EXHIBITOR.

2. Package

The package is the Space and/or Sponsorship package purchased by EXHIBITOR in relation to the Event set out in the Booking Form, as may be updated by the parties from time to time.

Once submitted to Organizer, a Booking Form (the booking form to which these Conditions are attached and/or incorporated into by reference setting out the details of the Package or such other document setting out the details of the Package as Organizer may choose in its sole discretion to accept) constitutes an offer to purchase a Package in accordance with these Conditions and is irrevocable by EXHIBITOR. The submission of a Booking Form does not guarantee that EXHIBITOR will be:

- permitted to exhibit at or otherwise participate in the Event,
- assigned to a particular exhibit hall, section or location within the Venue, and/or
- provided with the actual Package (including, without limitation, the amount of Space and/or Sponsorship) requested.

Organizer reserves the right to reject any Booking Form. A binding contract shall only come into effect when written confirmation (whether by e-mail or otherwise) of acceptance is sent by NM to EXHIBITOR (whether or not it is received). Except as set out in these Conditions, no variation of this Contract, including, without limitation, any updates to the Package, shall be effective unless such variation is agreed in writing by both parties. These Conditions apply to this Contract to the exclusion of any other terms that EXHIBITOR seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Participation Fees

The participation fees for rental of exhibition space (stand rental fees) are binding as stipulated on the application form. NM reserves the right to charge prime locations, surcharges for open sides of the stands, registration fees or charges per registered co-exhibiting company. In these cases these charges are clearly stipulated on the application form. NM reserves the right to apply a minimum of net space to be ordered by each EXHIBITOR.

Participation Fees and other charges may be invoiced EUR or locally applied currency. All net charges are subject to governmental, regional or local taxes or duties as in effect in the country of EVENT venue. EXHIBITOR shall be solely responsible for obtaining any necessary tax identification numbers and any licenses, permits or approvals required under any laws or regulations applicable to the SHOW and for paying all taxes (including all sales taxes), license fees, use fees, or other fees, charges, levies or penalties that may become due to any governmental authority in connection with its participation in the SHOW.

4. Fees in case of withdrawal of application / cancellation of part of stand space

Once the application is signed by EXHIBITOR and exhibit space (stand rental) is allocated to EXHIBITOR by NM, EXHIBITOR is contracted to exhibit space (stand rental).

In case the EXHIBITOR withdraws his application, cancels part of the stand space, the order for rental exhibition stands and/or other services or does not participate in the EVENT, the EXHIBITOR shall remain obliged to pay cancellation fees. The cancellation fees are based on the value of all fees incurred in connection with the allocation and have to be paid as a flat-rate compensation for expenses incurred by NM on cancellation or partial cancellation after admission has been confirmed:

- until May 4th, 2023: 40 % of the total amount of fees and
- on or after May 5th, 2023: 100 % of the total amount of fees.

In case the EXHIBITOR does not participate in the event because of absence and the rented stand space cannot be relet to third parties, the EXHIBITOR is obliged to pay the full amount of the stand rental fee as set out in clause 6 GCP-INTERNATIONAL. In case the EXHIBITOR does not participate in the event because of absence and the rented stand space can be relet to third parties, the EXHIBITOR retains the right to prove that NM has saved costs not considered in the deduction and has benefited as a result of the cancellation or non-participation. NM reserves the right in any case to claim further damages.

The withdrawal from the contract and/or the cancellation of part of the stand space by the EXHIBITOR becomes effective with NM's receipt of the written notice.

5. Complete rental stand

For the event, NM can offer complete rental stands as specified in the application form. NM is responsible for assembling and dismantling these complete rental stands. The complete rental stand, its fittings and included furniture may not be pasted over, nailed, painted or damaged in any way. The EXHIBITOR is liable for damage done during the rental period and will be charged with the costs.

6. Payment conditions

Invoices are payable in full according to dates for payment as mentioned in the invoice. All payments are to be made in the currency shown in the invoice, without charges, quoting invoice number.

If the EXHIBITOR enters a different invoice address on the application form, he authorizes the stated person/company to receive the invoice and other payment requests. This does not exempt the EXHIBITOR from his obligation to pay. For subsequent changes to the invoice address for which the EXHIBITOR is responsible, NM may charge a processing fee of \$ 50 at the statutory rate.

The EXHIBITOR is not entitled to convert at his own initiative the invoiced amount into any other currency for bank transfer. If for any reason, a conversion into another currency becomes necessary, the EXHIBITOR shall contact NM who will then advise the applicable exchange rate. An entitlement to occupy the allocated stand space exists only after payment of invoices in full. The EXHIBITOR is to provide proof of payment.

7. Insurance

EXHIBITOR shall, at its own expense, secure and maintain for the entire duration of the Event (move-in through move-out), the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of EXHIBITOR and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with EXHIBITOR's obligations under this Condition.

- Workers' compensation and employer's liability insurance complying with the laws of the state in which the Event is being held;
- Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and
- Automobile Liability insurance (required if bringing automobiles into the Venue) with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

The EXHIBITOR's Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds:

- (i) Organizer and each of its direct and indirect subsidiaries and other affiliates and
- (ii) the Venue.

If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to Organizer, shall be promptly furnished to Organizer. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to Organizer. The EXHIBITOR shall obtain a waiver of subrogation from the carrier of each policy described above and the carrier of each other policy that provides fire, explosion or any other risk coverage insuring the EXHIBITOR's property, in each case releasing in full such carrier's subrogation rights.

Certificate of Insurance forms must be submitted to Organizer by all international EXHIBITORS, EXHIBITORS with complex booth structures (defined as multi-story or displays with a canopy/ceiling) and EXHIBITORS hosting attendee interactive demonstrations.

Since many international policies aren't valid in the United States, all international EXHIBITORS are required to obtain insurance through EXHIBITORInsurance.com, the designated insurance provider for the Event. The cost of the policy will be added to all international EXHIBITOR contracts. Coverage is subject to underwriting review; EXHIBITOR must review the Ineligible Risks to ensure coverage. EXHIBITOR may be eligible to opt out of this coverage by providing a valid Certificate of Insurance satisfactory to Organizer with the necessary coverages.

EXHIBITOR's policy should add NM, INFORMA, and their respective affiliates, the applicable show facility, and GES (and/or any other official EXHIBITOR service contractor) as additional insureds.

By executing the application, EXHIBITOR represents and warrants that it has all such insurance in effect and that it shall maintain all such insurance at least through EXHIBITOR's occupancy of the exhibit space and the show facility. EXHIBITOR shall provide a certificate of insurance (or equivalent proof) evidencing the required coverage.

8. EXHIBITOR's general obligations

EXHIBITOR shall comply with:

- all laws (including, without limitation, all laws relating to anti-bribery, anti-corruption, trade sanctions, modern slavery and export controls),
- all rules, regulations and instructions issued by NM, Informa and all other Show Providers and/or the Owners from time to time in connection with any element of the Package (including, without limitation, in relation to health, safety and security requirements), and
- the provisions of the Manual (any manual, service kit or guide provided to Exhibitor by Organizer with respect to the Event, as updated by Organizer from time to time), including, without limitation, all operational requirements stated therein.

EXHIBITOR's warrants, represents and undertakes that:

- it has the right, title and authority to enter into this Contract and perform its obligations hereunder, and
- the person signing or otherwise legally accepting this Contract on behalf of EXHIBITOR has the requisite authority to do so.

EXHIBITOR and its Personnel must not:

- act in any manner which causes offence, annoyance, nuisance or inconvenience to Organizer, the Owners and/or any other attendee of the Event,
- do anything which might adversely affect the reputation of Organizer, the Owners and/or the Event, and/or
- cause or permit any damage to the Venue or any part thereof or to any fixtures or fittings which are not the property of EXHIBITOR.

EXHIBITOR shall cooperate, in good faith, with Organizer in all matters relating to the Package and/or the Event. Without limitation, EXHIBITOR shall provide NM with all information as NM may reasonably request in respect of the Package and shall ensure that such information is accurate.

EXHIBITOR is solely responsible for obtaining passports, visas and other necessary documentation for entry into the country or territory where the Event is held. If EXHIBITOR and/or its Personnel cannot attend the Event due to a failure to obtain such documentation, the Fees shall remain due and payable in full.

EXHIBITOR is solely responsible for obtaining any licenses, regulatory approvals, customs clearances or other necessary consents required for EXHIBITOR to participate in the Event and display its exhibits, including, without limitation, any licenses or other necessary consents required for the playing of music or any other audio or visual material by EXHIBITOR and/or its Personnel.

EXHIBITOR consents to its details (including, without limitation, its name, logo and profile) being:

- published in any show guide, directory and/or other promotional materials prepared in connection with the Event, and/or
- displayed on the Event website, the Platform and/or the Website. Although Organizer shall take reasonable care in any such publication/display, it shall not be liable for any errors, omissions or misquotations that may occur.

All unauthorized filming, sound recording and photography of the Event, and all unauthorized transmission of audio or visual material at the Event, by EXHIBITOR and/or its Personnel is expressly prohibited. EXHIBITOR and/or its Personnel agree:

- to surrender to NM, Informa and all other Show Providers or destroy on demand any material in whatever media recorded in violation of this Condition 4.8, and
- that the copyright and other Intellectual Property Rights in any such material shall vest in NM, Informa and all other Show Providers unconditionally and immediately on the creation of such material.

EXHIBITOR acknowledges and agrees that NM, Informa and all other Show Providers and its Personnel shall be permitted to film, sound record and photograph the Event, which may include, without limitation, filming, sound recording and photography featuring EXHIBITOR's Personnel (the Content). EXHIBITOR agrees to make its Personnel aware of such filming, sound recording and photography of the Event. EXHIBITOR acknowledges and agrees that Organizer is the sole and exclusive owner of all rights in the Content and hereby waives any and all:

- rights in and to such Content, and
- claims that EXHIBITOR may have relating to or arising from the Content or its use.

Without limitation, NM, Informa and other Show Providers shall be permitted to use the Content anywhere in the world for promotional and other purposes, without any payment or compensation. If any of EXHIBITOR's Personnel has any objection to the use of their image in any filming, sound recording and/or photography of the Event, EXHIBITOR shall notify NM, Informa and other Show Providers in writing.

EXHIBITOR acknowledges and agrees that all usernames and passwords used to access the Platform, the Website and/or any Directory are confidential and personal to EXHIBITOR and its Personnel (as applicable). EXHIBITOR shall not, and shall procure that its Personnel shall not, permit others to use such usernames and/or passwords and EXHIBITOR shall be liable for the acts and omissions of any person using such usernames and/or passwords (whether or not such use was authorized by EXHIBITOR and/or its Personnel). EXHIBITOR shall notify Organizer immediately of any unauthorized use of any usernames and/or passwords or any other breach of security regarding the Platform, the Website and/or any Directory that comes to its attention.

EXHIBITOR acknowledges and agrees that the terms of this Contract (including, without limitation, the amount of the Fees) and the provisions of the Manual shall constitute confidential information of NM, Informa and other Show Providers and EXHIBITOR undertakes that it shall not at any time disclose the same to any third party.

9. Data protection

Each party acknowledges and agrees that it is responsible for its own processing of personal data in connection with this Contract, including, without limitation, any processing of personal data pursuant to a Data List (and, where applicable, the parties agree that each party acts as a data controller for the purposes of the General Data Protection Regulation (Regulation (EU) 2016/679)). Each party shall:

- only process personal data in compliance with, and shall not cause itself and/or the other party to be in breach of, Data Protection Law, and
- act reasonably in providing such information and assistance as the other party may reasonably request to enable the other party to comply with its obligations under Data Protection Law.

If either party becomes aware of a Reportable Breach relating to the processing of personal data in connection with this Contract, it shall:

- provide the other party with reasonable details of such Reportable Breach without undue delay, and
- act reasonably in co-operating with the other party in respect of any communications and/or notifications to be issued to any data subjects and/or supervisory authorities in respect of the Reportable Breach.

If either party receives any communication from any supervisory authority relating to the processing of personal data in connection with this Contract, it shall:

- provide the other party with reasonable details of such communication, and
- act reasonably in co-operating with the other party in respect of any response to the same.

Informa and other Show Providers collect, use and protect personal data in accordance with its privacy policy, which can be found here: <https://www.informamarkets.com/en/privacy-policy.html>.

Without prejudice to the generality of Condition, EXHIBITOR acknowledges and agrees that if it receives any list containing personal data from NM, Informa or other Show Providers as part of the Package (a Data List), it shall:

- keep the Data List confidential and not disclose it to any third party,
- only use the Data List for the purpose of making an initial approach to contacts on the Data List in response to their engagement with EXHIBITOR's products and/or services as facilitated by the Package,
- securely delete or put beyond use all or any part of the Data List upon NM's, Informa's and other show Provider's reasonable request or by such time as is required by Data Protection Law, whichever is earlier, and
- provide NM, Informa and other Show Provider with reasonable details of any enquiry, complaint, notice and/or other communication it receives from any supervisory authority relating to EXHIBITOR's use of the Data List, and act reasonably in co-operating with NM, Informa and other Show Provider in respect of EXHIBITOR's response to the same.

EXHIBITOR acknowledges and agrees that NM, Informa and other Show Providers shall only be obliged to provide EXHIBITOR with all or any part of a Data List to the extent that it is legally permitted to do so and NM, Informa and other Show Providers shall not be liable if the volume of personal data provided to EXHIBITOR is less than anticipated as a result of NM's, Informa's and other Show Provider's compliance with Data Protection Law.

Personal data will be processed by the organizer as the controller within the meaning of data protection law, and where applicable by our service partners, with due regard to the data protection regulations applicable to the support and information provided to customers and interested parties and the performance of the offered services (legal basis: Art. 6 para. 1 letter b EU-GDPR). In accordance with the principle of data minimisation and data avoidance, only that data which is absolutely necessary for the aforementioned purposes will be processed. Personal data will of course be treated as confidential and protected as best as possible by means of appropriate security measures. Only authorised persons engaged in providing technical, commercial and customer administration support will have access to your data. Naturally, appropriate job processing agreements have been concluded to the extent legally required. Personal data will be retained until the contractual relationship with the organizer is terminated and also until the data is no longer needed for other legal

reasons (e.g. due to statutory retention periods). Every EXHIBITOR has the right to complain about this data processing to the competent data protection supervisory authority and may demand, subject to fulfilment of the legal conditions, information, rectification, erasure or restricted processing, object to the processing or assert his right to data transferability. NürnbergMesse GmbH, Datenschutz, Exhibition Centre, 90471 Nuremberg / data@nuernbergmesse.de or its data protection officer (datenschutz@nuernbergmesse.de) will be glad to answer any questions on this subject.

The organizer has an interest in cultivating the customer relationship with its EXHIBITORS and providing them with information and offers about its own similar events and services. Therefore, the data transmitted with the submission of the application (company name, address, telephone/fax number and e-mail address) will be processed by the organizer and where applicable by its service partners to transmit appropriate event-related information and offers by e-mail in accordance with Art. 6 para. 1 letter f EU-GDPR. Objection to the use of data for purposes of direct promotion can be notified to the organizer at any time; this also applies to profiling if it is directly related to the direct advertising. Once the objection is notified, the data will no longer be processed for this purpose. The objection can be notified without observing formal requirements and without indication of reasons and without incurring separate costs aside from the customary transmission costs at basic rates. The objection should be addressed to NürnbergMesse GmbH, Datenschutz, Messezentrum, 90471 Nuremberg, or data@nuernbergmesse.de.

10. Specific terms relating to Space

NM, Informa and other Show Provider reserves the right at any time to make such alterations in the floor plan of the Event or in the specification of the Space as NM, Informa and other Show Provider in its absolute opinion considers to be in the best interests of the Event, including, without limitation, altering the size, shape or position of the Space and/or the exhibition stand therein and/or changing or closing entrances, exits and access to the Venue. If the size of the Space is reduced, EXHIBITOR shall receive a pro-rata refund of the Fees payable in respect of the Space.

NM, Informa and other Show Provider permits EXHIBITOR to use the Space for the purpose of displaying exhibits at the Event. Such use shall not constitute a tenancy and EXHIBITOR shall have no other rights to, or interest in, the Space. EXHIBITOR is only permitted to conduct business from the Space and shall not (nor shall it permit any other person to) conduct any display or exhibit, distribute publications or other materials or otherwise canvass or solicit for business in any other area of the Venue.

EXHIBITOR undertakes:

- to occupy the Space in time for the opening of the Event,
- at all times during the Event to ensure that its Space (and exhibition stand therein) is a) staffed by competent personnel, and b) clean, tidy, well presented and free from unsafe materials/items and other hazards (failing which, NM, Informa and other Show Provider reserves the right without liability to arrange for this to be done at EXHIBITOR's risk and expense), and
- not to close its exhibition stand prior to the closing of the Event.

EXHIBITOR shall not permit the display of any exhibits within the Space or otherwise at the Event that do not exclusively relate to EXHIBITOR's own commercial activities. NM, Informa and other Show Provider reserves the right, without liability and at EXHIBITOR's risk and expense, to remove any exhibit and/or stop any display or demonstration which NM, Informa and other Show Provider considers in its reasonable opinion:

- contravenes any law and/or any applicable industry regulations/standards,
- constitutes counterfeit goods and/or infringes the Intellectual Property Rights of any third party,
- is likely to cause offence, and/or
- does not otherwise comply with these Conditions.

EXHIBITOR is solely responsible for all aspects of the set-up of the Space, including, without limitation, modular stand or similar construction, pipes and drapes, shell scheme, branding and dressing. NM, Informa and other Show Provider shall be responsible for setting-up a pre-built booth for EXHIBITOR in the Space (to include modular stand or similar construction, pipes and drapes and shell scheme) only where

it has expressly agreed to do so in the Booking Form. EXHIBITOR is solely responsible for all aspects of dressing and branding of the Space. EXHIBITOR may not share the Space with any third party without the prior written consent of NM (and any such consent shall be conditional on the Space sharer agreeing to comply with any terms, conditions and restrictions as may be prescribed by NM). If and to the extent that EXHIBITOR is permitted to share the Space, EXHIBITOR shall procure that any Space sharer and any Space sharer's Personnel comply with this Contract, provided that EXHIBITOR shall be solely responsible for the Space in its entirety and shall be liable for any act or omission of any Space sharer and any Space sharer's Personnel (including, without limitation, any breach of the terms of this Contract by the same). Unless otherwise agreed in writing by NM, EXHIBITOR shall ensure that at all times during the Event its exhibition stand is staffed by at least one of its own Personnel. Notwithstanding any approved Space sharing arrangement, EXHIBITOR shall itself remain wholly liable for the full amount of the Fees.

Food and/or beverages may only be supplied by EXHIBITOR and/or its Personnel with the prior written consent of Informa and the Event caterer. Without limitation to the foregoing, EXHIBITOR is forbidden to bring alcoholic beverages into the Venue without the prior written consent of Informa (and, if consent is granted, corkage fees may be required). Except in connection with any Event that is open to consumers and/or with the prior written consent of NM, Informa and other Show Provider, retail sales (and the delivery of any associated products and/or services) are not permitted on the Event floor.

At such time after the close of the Event as NM, Informa and other show provider may specify, or on any earlier termination of this Contract, all exhibits shall be removed from the Venue and the Space shall be delivered to Organizer in good and clean order and in such condition as initially provided to EXHIBITOR. Any EXHIBITOR property remaining after such time shall be considered abandoned and may be sold or otherwise disposed of by NM, Informa and other Show Provider at EXHIBITOR's risk and expense.

Without prejudice to any other right or remedy it may have, if EXHIBITOR and/or any of its Personnel is in breach of this Condition and/or is otherwise engaged in any activity that might jeopardize the health, safety and/or security of the Event and/or any other attendee of the Event, Organizer reserves the right without liability to close EXHIBITOR's exhibition stand.

11. Specific terms relating to Sponsorship (including, without limitation, Marketing Services)

EXHIBITOR shall:

- provide Organizer with all Materials (within any deadlines specified by Organizer, and
- comply with NM, Informa and other Show Provider specifications and technical requirements in relation to all Materials.

Material comprises all content, materials and other information that is provided by EXHIBITOR and/or its Personnel (including, without limitation, EXHIBITOR's name, profile, descriptions of products and/or services, logos, copy, text, photographs, audios, videos, artwork and/or content session data).

If EXHIBITOR does not, NM, Informa and other Show Provider reserves the right to refuse to print, publish or otherwise use any or all of the Materials (but all Fees in respect of the Sponsorship shall remain due and payable in full).

EXHIBITOR warrants, represents and undertakes that the Materials are:

- accurate and complete,
- EXHIBITOR's own original work (of which EXHIBITOR is the copyright owner) or that EXHIBITOR has gained copyright and any other applicable clearance, consent, approval, license or permission from any relevant third party (including, without limitation, the copyright owner and any regulatory authorities), in each case such that EXHIBITOR has the right to make the Materials available to NM, Informa and other Show Provider in connection with the Package without restriction and that they do not breach or infringe anyone else's rights (including, without limitation, the Intellectual Property Rights of any third party),
- not in any way defamatory, libelous, obscene, menacing, threatening, offensive, abusive or fraudulent,

- not in any way illegal and that they do not contravene any law or incite or encourage the contravention of any law,
- not and will not be the subject of any claims, demands, liens, encumbrances or rights of any kind that could or will impair or interfere with Organizer's use of the Materials in connection with the provision of the Package, and
- if provided in digital form, free from any viruses and any other malware or corrupting elements of any kind and that they shall not cause any adverse effect on the operation of any Organizer system, publication, website, platform, media or other property and/or on any users of any of the foregoing.

Although NM, Informa and other Show Provider shall take reasonable care in the production of any deliverable incorporating the Materials, it shall not be liable for any errors, omissions or misquotations that may occur. Without limitation to the foregoing, Organizer cannot guarantee any exact color matches in its incorporation of Materials and any colors used in Materials are for graphic and textual guidance only. All Materials are subject to the approval of NM, Informa and other Show Provider (however, notwithstanding any such approval, EXHIBITOR shall have sole responsibility and liability in respect of such Materials). NM, Informa and other Show Provider reserves the right to reject any Materials at any time after receipt. Organizer shall use its commercially reasonable efforts to provide the Sponsorship in the size, position and manner as specified in the Booking Form, but shall not be liable where reasonable modifications are made.

EXHIBITOR hereby grants to NM, Informa and other Show Provider a royalty-free, non-exclusive, worldwide license to use the Materials and EXHIBITOR's details on the Platform, the Website and/or in connection with the creation of any materials relating to the Event. EXHIBITOR acknowledges and agrees that, in view of the time and cost required in preparing such materials, in circumstances where this Contract is terminated Organizer may at its discretion continue to use the Materials and EXHIBITOR's details after termination of this Contract where the time and cost required to remove the same from the Platform, the Website and/or any materials relating to the Event cannot reasonably be justified by NM, Informa and other Show Provider.

If all or part of the Sponsorship comprises Marketing Services, NM, Informa and other Show Provider shall use commercially reasonable efforts to adhere to any delivery schedule set out in the Booking Form. Where such Marketing Services include the distribution of e-mails to third parties by way of a promotional campaign, at NM's, Informa's and other Show Provider's request EXHIBITOR shall:

- maintain and deliver to NM, Informa and other Show Provider, by no later than five (5) days prior to the start of a campaign, a true, correct and complete suppression list containing e-mail addresses of those individuals who have opted out or unsubscribed from receiving communications from and/or relating to EXHIBITOR and/or any of its affiliates (a Suppression List), and
- for the duration of the campaign, provide NM, Informa and other Show Provider with an updated Suppression List, in a format specified by NM, Informa and other Show Provider, immediately following each instance that an individual has requested to be opted out or unsubscribed.

To the extent that, pursuant to such Marketing Services, any e-mails will be sent to any e-mail addresses provided by EXHIBITORS and/or its Personnel, EXHIBITOR warrants, represents and undertakes that EXHIBITOR has obtained all consents and permissions required for such e-mails to be sent to such e-mail addresses and that no such e-mail address appears on any Suppression List. EXHIBITOR shall indemnify NM, Informa and other Show Provider against any loss, damage, cost, claim or expense (including, without limitation, in connection with any regulatory action or fine) suffered or incurred by Organizer and/or any member of the Informa Group arising out of or in connection with any breach by EXHIBITOR and/or its Personnel of this Condition.

Without prejudice to any other right or remedy it may have, if EXHIBITOR and/or any of its Personnel is in breach of this Condition, NM, Informa and other Show Provider reserves the right without liability to:

- suspend and/or discontinue the use of any Materials, and/or
- refuse and/or withdraw the provision of any element of the Sponsorship.

12. Specific terms relating to Directories

If EXHIBITOR purchases a Directory entry as part of the Package, the terms of this Conditions shall apply. The Booking Form may specify that it is mandatory for EXHIBITOR to purchase a Directory entry in connection with the Event.

The length of time that EXHIBITOR is entitled to have a Directory entry live for, and the extent of its coverage within and benefits related to such Directory, shall be specified in the Booking Form.

All Directory Content must comply with these Conditions. Organizer reserves the right to remove any Directory Content that it deems offensive, inappropriate, libelous or non-compliant with these Conditions. EXHIBITOR shall ensure that the Directory Content shall not infringe the Intellectual Property Rights of any third party and EXHIBITOR shall be solely responsible for checking the accuracy and compliance with law of any Directory Content.

All Directory Content shall be considered non-confidential and non-proprietary. EXHIBITOR waives any moral rights in the Directory Content to the fullest extent permitted by law.

EXHIBITOR warrants, represents and undertakes that the Directory Content is:

- accurate and complete,
- EXHIBITOR's own original work (of which EXHIBITOR is the copyright owner) or that EXHIBITOR has gained copyright and any other applicable clearance, consent, approval, license or permission from any relevant third party (including, without limitation, the copyright owner and any regulatory authorities), in each case such that EXHIBITOR has the right to make the Directory Content available to Organizer in connection with the Package without restriction and that it does not breach or infringe anyone else's rights (including, without limitation, the Intellectual Property Rights of any third party),
- not in any way defamatory, libelous, obscene, menacing, threatening, offensive, abusive or fraudulent,
- not in any way illegal and that it does not contravene any law or incite or encourage the contravention of any law,
- not and will not be the subject of any claims, demands, liens, encumbrances or rights of any kind that could or will impair or interfere with NM, Informa and other Show Provider use of the Directory Content in connection with the provision of the Package, and
- if provided in digital form, free from any viruses and any other malware or corrupting elements of any kind and that it shall not cause any adverse effect on the operation of any NM, Informa and other Show Provider system, publication, website, platform, media or other property and/or on any users of any of the foregoing.

If and to the extent that the Directory Content contains information relating to EXHIBITOR's products and/or services (images and details of which may be uploaded to a Directory), EXHIBITOR further represents, warrants and undertakes that such information is limited to generic information only and is not advisory. EXHIBITOR shall ensure that the Directory Content relates exclusively to EXHIBITOR's own commercial activities.

Without limitation to Condition, EXHIBITOR shall indemnify NM, Informa and other Show Provider against any loss, damage, cost, claim or expense suffered or incurred by NM, Informa and other Show Provider and/or any member of the Informa Group arising out of or in connection with the Directory Content, including, without limitation, any third party claim regarding:

- the inaccuracy or incompleteness of the Directory Content, and/or
- any infringement of third party Intellectual Property Rights relating to the Directory Content.

NM, Informa and other Show Provider cannot guarantee that a Directory shall operate continuously, securely or without interruption and Organizer does not accept any liability for its temporary unavailability or for any viruses or other harmful components. Organizer reserves the right at any time and for any reason to:

- make alterations and/or corrections to, suspend and/or discontinue any aspect of any Directory,
- vary the technical specification of any Directory, and/or
- temporarily suspend and/or disable EXHIBITOR's and its Personnel's access to any Directory for the purposes of maintenance, upgrade or addressing any security concerns.

NM, Informa and other Show Provider does not endorse or accept any responsibility for the use of, or content on, any other website linked or referenced within any Directory and Organizer shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by EXHIBITOR and/or any of its Personnel arising out of or in connection with the use of, or reliance on, any content, products and/or services available on or through any other website.

EXHIBITOR acknowledges and agrees that use of a Directory shall be further subject to any website terms of use and/or fair or acceptable use policies indicated on the website on which such Directory is hosted.

Without prejudice to any other right or remedy it may have, if EXHIBITOR and/or any of its Personnel is in breach of this Condition (and/or any website terms of use and/or fair or acceptable use policies indicated on the website on which any Directory is hosted), Organizer reserves the right without liability to suspend and/or disable EXHIBITOR's and its Personnel's use of, access to, coverage within and benefits related to any Directory.

EXHIBITOR's total liability in connection with a Directory, howsoever arising, shall be limited to the total amount of the Fees paid by EXHIBITOR in respect of such Directory only.

13. Specific terms relating to Devices

If EXHIBITOR orders any Devices as part of the Package, the terms of this Condition shall apply. The Booking Form may specify that it is mandatory for EXHIBITOR to order Devices for use at the Event.

EXHIBITOR acknowledges and agrees that all Devices are provided by NM's, Informa's and other Show Provider's nominated third party supplier (Device Supplier). Devices enable EXHIBITOR to engage with the lead capture services provided by Device Supplier and activation and use of the lead capture services shall require EXHIBITOR to agree and adhere to Device Supplier's terms of use. By agreeing to Device Supplier's terms of use, this creates a separate contract between EXHIBITOR and Device Supplier for the activation and use of such lead capture services. In the event that Device Supplier exercises any right to terminate EXHIBITOR's use of the lead capture services pursuant to its terms of use, all Fees paid by EXHIBITOR in respect of the Devices shall be non-refundable. EXHIBITOR acknowledges and agrees that it shall obtain any required consents from an attendee of the Event before using any Devices to scan such attendee's badge.

EXHIBITOR acknowledges and agrees that Device Supplier shall host all data collected by EXHIBITOR and/or its Personnel in connection with the lead capture services in accordance with Device Supplier's terms of use. In particular, EXHIBITOR acknowledges and agrees that Device Supplier may be disclosing certain data that EXHIBITOR collects using the lead capture services to NM, Informa and other Show Provider for the purposes set out in Device Supplier's terms of use.

Without prejudice to any other right or remedy it may have, if EXHIBITOR and/or any of its Personnel is in breach of this Condition, NM, Informa and other Show Provider reserves the right without liability to insist that any Devices are no longer used by EXHIBITOR and/or its Personnel and are immediately returned to Device Supplier.

EXHIBITOR acknowledges and agrees that all Devices are provided to EXHIBITOR on Organizer's behalf by Device Supplier. EXHIBITOR shall collect and return any Devices in accordance with Device Supplier's instructions. EXHIBITOR shall indemnify Organizer against any loss, damage, cost, claim or expense suffered or incurred by NM, Informa and other Show Provider and/or any member of the Informa Group arising out of or in connection with any Devices that are not returned or that are damaged by EXHIBITOR and/or its Personnel. In the event of any fault, malfunction, failure or inaccuracy of any Devices or any other loss or damage arising in connection with any Devices and/or any captured data, EXHIBITOR should contact Device Supplier to resolve any issues. EXHIBITOR hereby waives any and all claims against Organizer that EXHIBITOR may have relating to or arising from any such issues. Organizer's total liability in connection with any Devices, howsoever arising, shall be limited to the total amount of the Fees paid by EXHIBITOR in respect of the Devices only.

14. Use of the Platform and the Website (including, without limitation, the Online Area)

EXHIBITOR shall not and shall procure that its Personnel shall not:

- copy, reproduce, modify, create any derivative works from and/or reverse engineer any aspect of the Platform and/or the Website;
- resell, sub-license, rent, lease, transfer or attempt to assign any rights in and/or to access and/or use the Platform and/or the Website to any other person;
- use the Platform and/or the Website for anything other than their intended purpose and/or in any manner other than in compliance with law and these Conditions;
- infringe NM's, Informa's and other Show Provider's Intellectual Property Rights or those of any third party in relation to its use of the Platform and/or the Website;
- knowingly transmit, send or upload any data to the Platform and/or the Website that contains viruses and any other malware or corrupting elements of any kind;
- use the Platform and/or the Website in any way that could damage, disable, overburden, impair or compromise Organizer's systems and/or security and/or interfere with other users' use of the Platform and/or the Website;
- use any robots and/or data gathering/mining extraction techniques intended to scrape data from the Platform and/or the Website;
- use any third party applications and/or software that interacts with the Platform and/or the Website without the prior written consent of; NM, Informa and other Show Provider and/or
- engage in the sending/distribution of spam and/or mass unsolicited messages using the Platform and/or the Website.

NM, Informa and other Show Provider cannot guarantee that the Platform and/or the Website shall operate continuously, securely or without interruption and NM, Informa and other Show Provider does not accept any liability for its temporary unavailability or for any viruses or other harmful components. EXHIBITOR must not attempt to interfere with, manipulate, damage or disrupt the proper working of the Platform and/or the Website (for example, by attempting to circumvent security or tamper with, hack into or otherwise disrupt any computer system, server, website, router or any other internet connected device). Organizer reserves the right at any time and for any reason to:

- make alterations and/or corrections to, suspend and/or discontinue any aspect of the Platform and/or the Website,
- vary the technical specification of the Platform and/or the Website, and/or
- temporarily suspend and/or disable EXHIBITOR's and its Personnel's access to the Platform and/or the Website for the purposes of maintenance, upgrade or addressing any security concerns.

EXHIBITOR's ability to access and use the Platform and the Website requires one or more compatible devices with certain software and internet access (which shall be at EXHIBITOR's own cost), including, without limitation, a requirement to make updates/upgrades from time to time. High speed internet access is recommended. EXHIBITOR acknowledges and agrees that:

- EXHIBITOR's ability to access and/or use the Platform and/or the Website may be affected by the performance of any of the foregoing elements, and
- NM, Informa and other Show Provider shall not be liable to EXHIBITOR to the extent that EXHIBITOR is unable to access and/or use (in whole or in part) the Platform and/or the Website due to any of the foregoing elements.

EXHIBITOR acknowledges and agrees that any system requirements prescribed by NM, Informa and other Show Provider to enable EXHIBITOR to access and use the Platform and the Website, which may be changed by NM, Informa and other Show Provider from time to time, are EXHIBITOR's responsibility to obtain and maintain.

NM, Informa and other Show Provider does not guarantee or warrant that any content available for downloading from the Platform and/or the Website will be free from infections, viruses and/or other code that has contaminating or destructive properties. EXHIBITOR is responsible for implementing sufficient procedures and virus checks to satisfy its particular requirements for the accuracy of data input and output.

EXHIBITOR acknowledges and agrees that use of the Platform, the Website and/or any downloadable software thereon shall be further subject to any website terms of use and/or fair or acceptable use policies

indicated on the Platform and/or the Website and/or any end user license agreements indicated at the time of software download.

EXHIBITOR is solely responsible for its, and its Personnel's, actions and conduct while accessing and/or using the Platform and/or the Website and EXHIBITOR shall not, and shall procure that its Personnel shall not, engage in any harassing, threatening, intimidating, predatory or stalking behavior in connection with the Platform and/or the Website.

NM, Informa and other Show Provider shall be responsible for the development and set-up of the Online Area. NM, Informa and other Show Provider reserves the right at any time to make such alterations to the Online Area as NM, Informa and other Show Provider in its absolute opinion considers to be in the best interests of the Platform.

EXHIBITOR undertakes to:

- be solely responsible for the customization of the Online Area, and
- maintain the Online Area for the duration of EXHIBITOR's right to access the Online Area.

EXHIBITOR shall not permit the display of any Materials and/or other exhibits within the Online Area or otherwise on the Platform that do not exclusively relate to EXHIBITOR's own commercial activities. NM, Informa and other Show Provider reserves the right, without liability and at EXHIBITOR's risk and expense, to remove any Materials and/or other exhibits which NM, Informa and other Show Provider considers in its reasonable opinion:

- contravene any law and/or any applicable industry regulations/standards,
- constitute counterfeit goods and/or infringe the Intellectual Property Rights of any third party,
- are likely to cause offence, and/or
- do not otherwise comply with these Conditions.

EXHIBITOR may not share the Online Area with any third party without the prior written consent of NM, Informa and other Show Provider (and any such consent shall be conditional on the Online Area sharer agreeing to comply with any terms, conditions and restrictions as may be prescribed by NM, Informa and other Show Provider). If and to the extent that EXHIBITOR is permitted to share the Online Area, EXHIBITOR shall procure that any Online Area sharer and any Online Area sharer's Personnel comply with this Contract, provided that EXHIBITOR shall be solely responsible for the Online Area in its entirety and shall be liable for any act or omission of any Online Area sharer and any Online Area sharer's Personnel (including, without limitation, any breach of the terms of this Contract by the same). Notwithstanding any approved Online Area sharing arrangement, EXHIBITOR shall itself remain wholly liable for the full amount of the Fees.

Without prejudice to any other right or remedy it may have, if EXHIBITOR and/or any of its Personnel is in breach of this Condition (and/or any website terms of use and/or fair or acceptable use policies indicated on the Platform and/or any end user license agreements indicated at the time of software download), NM, Informa and other Show Provider reserves the right without liability to cease to make the Online Area available to EXHIBITOR and/or suspend and/or disable EXHIBITOR's and its Personnel's access to the Platform and/or the Website.

15. Visitor, delegate and EXHIBITOR's Personnel passes

Where visitor passes and/or delegate passes are issued as part of the Package, they are issued subject to NM's, Informa's and other Show Provider's terms and conditions applicable to visitors and/or delegates (as applicable) in force from time to time. EXHIBITOR shall be supplied (either by NM, Informa and other Show Provider or the Owners) with passes for its Personnel (as applicable) who are working at the Event and such passes must be produced by such Personnel on request at the Event. NM, Informa and other Show Provider may refuse entry to any person without a valid pass. Passes are only valid in the name of the person to whom they are issued.

16. Limitation of rights granted

EXHIBITOR's rights in relation to the Event and the Package are strictly limited to those set out in this Contract. EXHIBITOR shall be permitted to advertise on its own website and/or social media the fact of its attendance and participation in the Event, including, without limitation, by providing a web link to the Event website, provided that NM, Informa and other Show Provider may request at any time and for any reason that EXHIBITOR removes any such advertising and EXHIBITOR shall be

required to comply with any such request promptly. EXHIBITOR is not permitted to:

- establish a website specifically relating to the Event, and/or
- otherwise promote or advertise its association with the Event and/or Organizer, except as expressly stated herein or with the prior written consent of Organizer.

Nothing in this Contract shall be construed as granting to EXHIBITOR any right, permission or license to use or exploit the Intellectual Property Rights of NM, Informa and other Show Provider and/or any member of the Informa Group.

17. Changes to the Event

Notwithstanding any other provision of this Contract, NM, Informa and other Show Provider reserves the right without liability at any time and for any reason to make reasonable changes to the format, content, location, Venue, opening hours, duration, dates and/or other timings of the Event. If any such changes are made, the Package shall be amended and the Fees shall be reduced, in each case solely as NM, Informa and other Show Provider considers necessary or appropriate to take account of such changes; this Contract shall continue to be binding on both parties. If a Force Majeure Event occurs that Organizer considers makes it illegal, impossible, inadvisable or impracticable for the physical, onsite and in-person (i.e. 'live') elements of the Event to be staged, any part of the Package that is contingent on such physical, onsite and in-person elements of the Event going ahead shall cease to be provided, but any part of the Package that is not contingent on such physical, onsite and in-person elements of the Event going ahead shall continue to be provided. The Fees shall remain due and payable in full, provided that:

- any portion of the Fees that relates to any part of the Package that is contingent on the physical, onsite and in-person elements of the Event going ahead shall, at EXHIBITOR's election, either be (a) refunded, or (b) applied towards future spend with NM, Informa and other Show Provider, which shall be contracted separately (such future spend to relate to products and/or services to be delivered within twenty four (24) months of the originally scheduled Opening Date of the Event, otherwise EXHIBITOR's entitlement shall lapse and no refunds shall be provided), and
- any portion of the Fees that relates to any part of the Package that is not contingent on the physical, onsite and in-person elements of the Event going ahead shall be applied by Organizer in recognition of the provision of such part of the Package.

18. Cancellation and changing the date(s) of the Event by NM, Informa and other Show Provider

NM, Informa and other Show Provider reserves the right to cancel the entire Event or change the date(s) of the Event at any time and for any reason (including, without limitation, if a Force Majeure Event occurs that NM, Informa and other Show Provider considers makes it illegal, impossible, inadvisable or impracticable for the Event to be held).

In the event that the date(s) of the Event are changed to new date(s) that are within twelve (12) months of the originally scheduled Opening Date of the Event and/or the entire Event is cancelled but is reasonably expected by NM, Informa and other Show Provider to be held at any time in the next Calendar Year (or, in the case of an Event that is held on a biennial basis, in the next two (2) Calendar Years), this Contract shall continue in full force and effect and the Package and the obligations of the parties shall be deemed to apply to the Event on the new date(s) or when it is next staged (as applicable) in the same way that they would have applied to the originally scheduled Event. For the avoidance of doubt, nothing in this Condition shall excuse EXHIBITOR from the payment of the Fees in accordance with the payment terms stated in the Booking Form.

In the event that the entire Event is cancelled and is not reasonably expected by NM, Informa and other Show Provider to be held at any time in the next Calendar Year (or, in the case of an Event that is held on a biennial basis, in the next two (2) Calendar Years), this Contract shall terminate without liability and the Package shall cease to be provided. At EXHIBITOR's election, any portion of the Fees already paid shall be refunded or a credit note for the amount of the Fees already paid shall be issued and EXHIBITOR shall be released from paying any further portion of the Fees.

EXHIBITOR acknowledges and agrees that the provisions of this Condition set out EXHIBITOR's sole remedy in the event of cancellation or the changing of the date(s) of the Event and all other liability of Organizer is hereby expressly excluded.

19. Cancellation by EXHIBITOR

The application for the Package is irrevocable by EXHIBITOR and, except as expressly stated in the Booking Form, EXHIBITOR has no rights to cancel this Contract. Except as expressly set out in these Conditions and/or in the Booking Form, no refunds shall be given and the Fees shall remain due and payable in full.

To the extent that the Booking Form expressly permits cancellation by EXHIBITOR, EXHIBITOR may cancel the Package on written notice to NM, Informa and other Show Provider, except where NM, Informa and other Show Provider has the right to terminate this Contract. Upon any such cancellation by EXHIBITOR, EXHIBITOR shall pay NM, Informa and other Show Provider such cancellation fees as are stated in the Booking Form. For the purpose of determining any such cancellation fees, the relevant dates shall be fixed by reference to the originally scheduled Opening Date of the Event and not any newly scheduled Opening Date of the Event that has been changed pursuant to Condition 18.

20. Termination

NM, Informa and other Show Provider may terminate this Contract without liability immediately at any time by written notice to EXHIBITOR if EXHIBITOR:

- is in material breach of any of its obligations under this Contract and/or any other agreement between EXHIBITOR and any member of the Informa Group and either the breach is irremediable or EXHIBITOR has not remedied the breach (if the same is capable of remedy) within fourteen (14) days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Opening Date of the Event or any element of the Package being provided on a scheduled date),
- goes into liquidation, is declared insolvent, has an administrator appointed (or an application is made for the same), ceases to carry on business or suffers any analogous event in any jurisdiction, or
- is convicted of any criminal offence or otherwise so conducts itself as to bring itself, the Event and/or Organizer into disrepute.

Without prejudice to any other right or remedy it may have, in the event that NM, Informa and other Show Provider terminates this Contract pursuant to this Condition, NM, Informa and other Show Provider shall not be required to refund any Fees received from EXHIBITOR and NM, Informa and other Show Provider shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Fees which shall become immediately due and payable.

NM, Informa and other Show Provider may terminate this Contract without liability immediately at any time by written notice to EXHIBITOR if Organizer:

- determines in its absolute discretion that the provision of the Package to EXHIBITOR is not in the best interests of the Event and/or not in Organizer's legitimate commercial interests,
- is required by any law or instructed by any financial institution to cease trading with certain individuals/entities and/or in certain geographical locations, and/or
- decides to cancel the entire Event and does not wish for this Contract to continue in full force and effect pursuant to Condition 14.2. In the event that NM, Informa and other Show Provider terminates this Contract pursuant to this Condition, any portion of the Fees already paid shall be refunded (where legally permissible) and EXHIBITOR shall be released from paying any further portion of the Fees.

EXHIBITOR acknowledges and agrees that the refund of Fees paid is EXHIBITOR's sole remedy in the event of termination by NM, Informa and other Show Provider under this Condition and all other liability of NM, Informa and other Show Provider is hereby expressly excluded.

Upon any termination of this Contract, without prejudice to any other right or remedy it may have, Organizer reserves the right without liability to close EXHIBITOR's exhibition stand, remove EXHIBITOR's Personnel from the Event, suspend and/or disable EXHIBITOR's and its Personnel's access to the Platform and/or the Website, cover over any Materials and remove and sell/otherwise dispose of any exhibits or other property of EXHIBITOR (at EXHIBITOR's risk and expense). NM, Informa and other Show Provider shall be free to re-sell any aspects of the Package as it shall deem fit.

Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of either party that have accrued up to the date of termination.

21. Liability and indemnity

NM, Informa and other Show Provider does not make any warranty as to the Event and/or Package in general, including, without limitation, in relation to:

- the presence, absence or location of any EXHIBITOR, sponsor or attendee of the Event,
- the number of EXHIBITORS, sponsors or attendees participating in the Event, and/or
- the benefit or outcome (commercial or otherwise) that EXHIBITOR may achieve as a result of participating in the Event and/or purchasing any element of the Package.

NM, Informa and other Show Provider further does not make any warranty as to (a) the condition of the Venue or any utilities that may be provided for use at the Venue, and/or (b) any products and/or services marketed, displayed or sold by any other EXHIBITOR, sponsor or attendee at the Event and/or the benefit or outcome (commercial or otherwise) that EXHIBITOR may achieve as a result of any match-making initiatives, transactions or other deals/arrangements with such other EXHIBITORS, sponsors or attendees. Except as set out in these Conditions, to the fullest extent permitted by law, NM, Informa and other Show Provider excludes all terms, conditions, warranties, representations and undertakings relating to the Event and the Package that are not expressly stated herein.

NM, Informa and other Show Provider does not endorse or accept any responsibility for the use of, or content on, any other website linked or referenced within the Platform and/or the Website and NM, Informa and other Show Provider shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by EXHIBITOR and/or any of its Personnel arising out of or in connection with the use of, or reliance on, any content, products and/or services available on or through any other website.

NM, Informa and other Show Provider shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by exhibitor and/or any of its Personnel arising out of or in connection with the provision of any services supplied by third parties in relation to the Event and/or the Package, including, without limitation, the provision of utilities, AV, security rooms/cloakrooms, inspection/health and safety auditing of exhibition stand/shell scheme plans, stand-building, shell scheme, graphics, freight shipment, logistics, transportation and delivery services supplied by third party contractors and/or the Owners. Without limitation to the foregoing, EXHIBITOR acknowledges and agrees that services provided to EXHIBITOR by the Owners' and/or NM, Informa and other Show Provider's mandated, official or recommended contractors are the subject of a separate agreement between EXHIBITOR and the relevant contractor(s).

Subject to leading Condition:

- EXHIBITOR expressly assumes all risks associated with, resulting from or arising in connection with EXHIBITOR's and its Personnel's participation in and/or presence at the Event and/or EXHIBITOR's and its Personnel's access to and/or use of the Platform and/or the Website,
- neither NM, Informa and other Show Provider nor any member of the Informa Group shall be liable for any (a) indirect, consequential, special, incidental or punitive loss or damage, loss of actual or anticipated profits or income, loss of business, loss of opportunity, loss of goodwill, loss or corruption of data or any other type of economic loss or damage, or (b) loss (or theft) of, injury to, illness of or damage to the person, property and effects of EXHIBITOR and/or any of its Personnel and/or any third party, whether (a) or (b) is caused by negligence, intentional act, accident, act of God or otherwise, and
- Organizer's (and any member of the Informa Group's, which includes any entity whose ultimate parent company is Informa PLC) maximum aggregate liability to EXHIBITOR and its Personnel under this Contract or otherwise in connection with the Event and/or the Package and/or EXHIBITOR's and its Personnel's access to and/or use of the Platform and/or the Website, howsoever arising, shall be limited to the total amount of the Fees paid by EXHIBITOR.

EXHIBITOR shall indemnify NM, Informa and other Show Provider against any loss, damage, cost, claim or expense suffered or incurred by NM, Informa and other Show Provider and/or any member of the Informa Group arising out of or in connection with:

- any loss of or damage to any property or injury to, illness of or death of any person caused by any act or omission of EXHIBITOR and/or its Personnel,
- any third party claim that either the display of any exhibits (including, without limitation, counterfeit goods) by EXHIBITOR and/or its Personnel at the Event and/or on the Platform and/or the Website and/or any Directory and/or the receipt and/or use of the Materials and/or the Directory Content in connection with the Package constitutes an infringement of the Intellectual Property Rights of any third party,
- any breach by EXHIBITOR and/or its Personnel of any law,
- where EXHIBITOR receives any Data List as part of the Package, any failure of EXHIBITOR and/or its Personnel to comply with leading Condition, and
- where EXHIBITOR shares the Space and/or the Online Area with any third party pursuant to leading Conditions (as applicable), any act or omission of any such Space and/or Online Area sharer and/or such Space and/or Online Area sharer's Personnel.

NM, Informa and other Show Provider shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event and/or from any delay, failure or error on the part of EXHIBITOR in providing cooperation, performance and/or approvals, consents, information and/or Materials as contemplated by this Contract. For the avoidance of doubt, nothing in this Condition 17.6 shall excuse EXHIBITOR from the payment of the Fees under this Contract. Nothing in these Conditions shall exclude or limit any liability which cannot be excluded or limited by law.

EXHIBITOR acknowledges and agrees that, in light of the Fees, the provisions of this leading Condition are no more than is reasonable to protect NM, Informa and other Show Provider as the organizer of the Event and the provider of the Package.

22. Sustainability

NM, Informa and other Show Provider strives to achieve efficiency and excellence at the Event by conducting its business operations in a sustainable manner. To help achieve this, EXHIBITOR shall comply with all sustainability requirements set out in the Manual or as otherwise notified to EXHIBITOR by Organizer in writing (acting reasonably).

23. General

NM, Informa and other Show Provider reserves the right to refuse any person entry to the Event or to remove any person from the Event at any time.

From time to time, NM, Informa and other Show Provider, the Owners and their respective Personnel may enter the Venue to carry out works, repairs or alterations or for any other purposes which they deem necessary (Works). NM, Informa and other Show Provider shall not be liable for any loss, damage, cost, claim, expense or inconvenience suffered or incurred by EXHIBITOR and/or any of its Personnel arising out of or in connection with any matter relating to the Works.

EXHIBITOR acknowledges and agrees that NM, Informa and other Show Provider and each member of the Informa Group shall have a perpetual, irrevocable, royalty-free, non-exclusive, worldwide license and right to collect and maintain, and to reproduce, publish, display, transmit, distribute, adapt, create derivative works from, syndicate and otherwise exploit or use, commercially or otherwise, in any medium, any and all:

- analytics data captured at or in connection with the Event and/or any part of the Package (including, without limitation, Event footfall, attendee, user or online behaviors and usage data relating to the Platform, the Website, any Directory, Devices and/or any lead generation/match-making initiatives), and/or
- Materials, Directory Content and other information and/or materials displayed or made available by EXHIBITOR and/or its Personnel at or in connection with the Package, the Event and/or any other events owned, organized, managed or operated by Organizer and/or any member of the Informa Group (in each case whether prior to, concurrently with, or following the entering into of this Contract).

The foregoing shall include, without limitation, NM, Informa and other Show Provider and each member of the Informa Group being entitled to use, repurpose and reproduce the Data to create, develop, sell or otherwise make available products, services or works in any media or form (whether physical, digital or intangible) now known or later developed (which may include, without limitation, incorporating all or any part of any Materials, Directory Content and other information and/or materials displayed or made available by EXHIBITOR and/or its Personnel into such products, services or works).

Nothing in this Contract shall create a partnership, joint venture or agency relationship between the parties.

If and to the extent that there is any conflict between these Conditions and the Booking Form, the terms of the Booking Form shall prevail. Each party acknowledges and agrees that this Contract constitutes the entire agreement between the parties in relation to the Event and the Package and that it supersedes any and all prior oral or written understandings, communications or agreements with respect to the subject matter hereof.

EXHIBITOR may not assign or sub-contract any of its rights or obligations under this Contract without the prior written consent of NM, Informa and other Show Provider. NM, Informa and other Show Provider shall be entitled to assign any and all of its rights under this Contract to any member of the Informa Group and the consent of EXHIBITOR shall not be required. NM, Informa and other Show Provider shall be entitled, without the consent of EXHIBITOR, to sub-contract any and all of its obligations under this Contract to any member of the Informa Group or any third party contractor assisting NM, Informa and other Show Provider with the staging of the Event and/or the facilitation of the Package. No failure by either party in exercising any right or remedy shall operate as a waiver of the same. No waiver by either party of any breach by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision of this Contract. The rights and remedies under this Contract are cumulative and are not exclusive of any rights or remedies provided by law.

If any provision of this Contract is or becomes invalid, illegal or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this Condition shall not affect the validity and enforceability of the rest of this Contract.

Unless it is expressly stated otherwise, this Contract does not give rise to any rights for a third party to enforce any term of this Contract. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.

NM, Informa and other Show Provider reserves the right to set off any indebtedness of EXHIBITOR to NM, Informa and other Show Provider against any indebtedness of NM, Informa and other Show Provider to EXHIBITOR, regardless of whether any such indebtedness arises pursuant to this Contract or otherwise.

Any notice or other communication given to a party under or in connection with this Contract shall be in writing (which includes, without limitation, e-mail).

24. Governing law and jurisdiction

This Contract shall be governed and construed in accordance with the laws of the State of New York. NM, Informa and other Show Provider and EXHIBITOR agree that any and all disputes in any way relating to, or arising out of this Contract or the assignment, use, denial, change, or cancellation of Space or any other aspect of the Package, shall be submitted to the American Arbitration Association (AAA) for arbitration before a single arbitrator in accordance with the rules of AAA then in force and effect as the sole and exclusive remedy for resolving such disputes. The parties agree that the decision of the arbitrator shall be final and binding and that a judgment may be entered on such arbitration award in any court of competent jurisdiction. The parties agree that any such arbitration shall take place in New York, NY. The prevailing party in any such arbitration shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred in connection with such

arbitration. THE PARTIES ACKNOWLEDGE AND AGREE THAT BY SELECTING ARBITRATION AS THE SOLE AND EXCLUSIVE REMEDY FOR RESOLVING ALL DISPUTES BETWEEN THEM, THEY ARE WAIVING THEIR RIGHT TO A TRIAL TO WHICH THEY MAY BE OTHERWISE ENTITLED.

25. Assignment, EXHIBITOR claims, written forms

Neither NM nor the EXHIBITOR may assign any of its rights or delegate any of its duties under this agreement without the prior written consent of the other.

All EXHIBITOR claims against NM and/or INFORMA must be made in writing. The statutory period of limitation begins on the last day of the EVENT. Agreements that deviate from these or supplementary terms must be in writing. German law and the German text shall prevail with respect to any claims against NM by EXHIBITOR. New York law (without regard to its conflicts of laws provisions) shall govern this agreement as it relates to EXHIBITOR and INFORMA, and the state and federal courts located in New York, NY shall have exclusive jurisdiction of any actions related thereto, and EXHIBITOR hereby submits to the jurisdiction of such courts.