



GENERAL TERMS AND CONDITIONS OF COOPERATION

- A.** Participants in conferences and trade fairs, Exhibitors and Sub-exhibitors, hereinafter collectively referred to as Clients, by placing an Order undertake to comply with the provisions of the General Terms and Conditions of Cooperation (hereinafter: "GTCC"), as well as with fire safety, occupational health and safety and order regulations, including all guidelines, orders or conditions specified and issued by the Organiser in connection with conferences and trade fairs, which, as appendices to the GTCC, constitute an integral part of the Order, as well as with other arrangements made between the Client and the Organiser.
- B.** A condition for participation in conferences and trade fairs is that the Client completes, signs and submits the Order to the Organiser and pays to the Organiser's bank account the advance payments in the amounts specified in the Order. If the Client fails to pay the advance payment due no later than one day before the commencement of the conference or trade fair, the Organiser shall have the right, without the Client being entitled to claim any compensation on this account, to refuse the Client participation in the conferences and trade fairs, which shall not release the Client from the obligation to pay the Organiser the full amount of gross remuneration. If, on the other hand, the Client fails to attend the conference and/or trade fair and therefore does not participate in it, the Client shall pay the Organiser a contractual penalty equal to 100% of the net remuneration without discount.
- C.** The Client's rights arising from the Order, in particular the right to participate in conferences and trade fairs and to lease exhibition space, may not be transferred by the Client in any manner to any other entity without the Organiser's prior written consent, payment of the applicable fees and execution by the parties of the relevant Order. Accordingly, without satisfying the conditions set out in the preceding sentence, the Client may not make the subject matter of the Order available for use, under any title, in whole or in part, to any third party. The Client shall be liable for all acts and omissions of its Sub-exhibitors as for its own acts and omissions, including ensuring that the Sub-exhibitors comply with the regulations and provisions referred to in point A.
- D.** A Client carrying out the construction of its exhibition space independently during a conference or trade fair is obliged to provide the Organiser with a detailed stand construction plan together with the details of the stand-building company no later than 2 weeks before the date on which the conference or trade fair commences.
- E.** The materials used by the Client for stand construction, as well as the assembly and arrangement of stands, must comply with the applicable regulations and must be completed by 22:00 on the day preceding the commencement of the conference or trade fair, unless documents sent to the Client at a later date provide otherwise. In justified cases, working hours may be extended with the Organiser's prior written consent, following the Client's prior written notification of such necessity. The notification must contain an unequivocal statement made on behalf of the Client that the Client will bear the applicable fee for extending the working hours of the conference or trade fair staff. The cost of each additional commenced hour of work is PLN 1,000 net. The Parties jointly declare that orders/requests submitted to the Organiser by persons accredited by the Client to participate in conferences or trade fairs, concerning the extension of working hours or additional stand equipment, shall be deemed to have been effectively submitted on behalf of the Client.
- F.** The Client has the right to display and advertise its goods and services exclusively within the leased exhibition space - the stand - provided that the exhibits do not obstruct neighbouring displays or disrupt the normal course of work of other Clients and provided that the above activities do not violate applicable laws. The use of sound amplification equipment, additional lighting, etc. that may disrupt the normal course of work of other Clients is prohibited.
- G.** The Client may not organise any promotional or advertising activities outside the boundaries of its stand without the Organiser's prior written consent. Placement of advertisements and/or promotional activities outside the purchased stand area is subject to an additional fee. Advertising and/or promotional activities carried out by the Client in connection with conferences or trade fairs are undertaken at the Client's own risk and responsibility. Advertisements placed and/or promotional activities conducted without the Organiser's consent will be removed at the Client's expense and risk.
- H.** The Organiser shall not bear legal liability for materials provided by the Client for inclusion in advertising materials published by the Organiser in connection with conferences and/or trade fairs.
- I.** The Client declares that it holds the economic copyrights, necessary licences and rights required to perform the Order concluded with the Organiser and that the content and form of advertising materials used by the Client in connection with conferences and/or trade fairs will not violate applicable laws or legally protected rights and interests of third parties. If third parties assert justified claims arising from infringement of the above rights or if the Organiser suffers any damage on this account, the Client undertakes to satisfy such claims in full and/or to cover such damage in full.
- J.** The Client authorises the Organiser to use the Client's rights specified in point I to the extent and solely for the purpose of performing the Order and promoting the conference.
- K.** During the conference and/or trade fair, the Organiser reserves the right - for evidentiary purposes - to take photographs, make video recordings and record images in any other form. If the Organiser wishes to use the above material for the purposes of its own business activity and the material concerns an individual stand or the exhibits displayed there, the Organiser shall be obliged to obtain the prior consent of the relevant Client, subject to point J.
- L.** A Client that has purchased exhibition space is obliged to remain at the stand during the opening hours of the conference and/or trade fair and to

use the identification badges issued by the Organiser when entering and leaving the conference and/or trade fair. Identification badges may not be transferred to third parties.

- M.** The Client may not assemble or dismantle the stand or remove exhibits during the conference and/or trade fair, i.e. after the official opening of the conference and/or trade fair and before its official closing time. An authorised representative of the Client shall be present throughout the conference and/or trade fair and during the installation and dismantling of the Client's exhibition at the conference/trade fair. Detailed information concerning the rules governing Clients' presence on the premises of the conference and/or trade fair - before opening, during the event and after closing - will be provided to the Client in a separate communication.
- N.** The Client shall be liable for any damage at the venue during the conference and/or trade fair caused by the Client, its employees, associates or contractors.
- O.** The Organiser and its Representatives shall not be liable for any accidents or personal injury, or for any loss, theft or damage to Clients' property arising for any reason, except for damage caused through the fault of the Organiser. The Organiser provides security for the Client's property and stand during the hours when the conference and/or trade fair is closed, but shall not be liable for the damage referred to above occurring during that time. The Organiser recommends that the Client take out third-party liability insurance in connection with participation in conferences and/or trade fairs, as well as insurance of the Client's property, in particular exhibits and other equipment for which the Client is responsible, and personal belongings. The Client is obliged to notify the Organiser immediately of any observed hazards, accidents or damage. The Client is required to comply with security instructions issued by the Organiser and its Representatives. All claims relating to damage suffered must be submitted by the Client to the Organiser in writing and during the conference.
- P.** The Organiser and its Representatives shall not be liable for any errors or omissions concerning contact details, information, bank details, etc. contained in materials prepared and sent to the Organiser by the Client.
- Q.** In the event of circumstances beyond its control, the Organiser reserves the right to cancel, partially close, shorten or postpone the event. In such cases, entities that have registered for participation in the events shall not be entitled to compensation or a reduction in the fees associated with such registration (for registration of a participant, exhibitor or sub-exhibitor, or in respect of the order and provision of exhibition space).
- R.** The Parties jointly declare that the Organiser's liability for non-performance or improper performance of the Order - irrespective of the legal basis of such liability - shall cover only the Client's actual loss (damage in the form of *damnum emergens*), and the total amount of compensation on this account may not exceed the gross remuneration.
- S.** The Client is obliged to cooperate with the Organiser in order to ensure proper performance of the Order. In particular, the Client is obliged to provide the Organiser, within the specified time limit and in the appropriate form, with the materials necessary for the proper performance of the ordered services. The Organiser shall have the right, for legal, organisational or technical reasons, as well as where the Client has exceeded the specified deadline, to refuse to perform the ordered services for the Client, informing the Client thereof promptly in writing. In such a case,

the Organiser shall bear no legal or financial consequences on this account. If the Organiser fails to perform certain services in connection with the Client's non-performance or improper performance of obligations for which the Client is responsible, the Client shall pay the Organiser a contractual penalty equal to 100% of the net value of the services not performed - without discount.

- T.** During the term of the Order, the Client undertakes to refrain from any activity contrary to the interests of the Organiser, and in particular from carrying out, for its own account or for the account of another party, any activity competitive with the Organiser's activity; in particular, the Client shall not distribute or disseminate in any form any content, signs, materials or publications originating from entities conducting business activity competitive with the Organiser's activity or promoting such entities and their activity in any form, including information about events organised by them that are competitive with the conference and/or trade fair or with other events organised by Nowy Adres sp. z o.o. In the event of a breach of the above prohibition, the Organiser shall have the right, at its option, to demand that the Client immediately cease the above infringements or to cancel the Order with the Client with immediate effect. Irrespective of the above rights, in each of the above cases the Organiser shall additionally have the right to demand that the Client pay a penalty equal to 50% of the net remuneration. If the Organiser exercises the above rights, the Client shall not be entitled to claim from the Organiser any damages or compensation on this account; in particular, the Organiser shall bear no liability for the consequences of cancellation of the Order caused by the Client's breach of the above obligation. A competitive entity (competitive enterprise) or competitive activity shall mean any enterprise or activity, irrespective of its legal form, that falls even indirectly within the scope of the Organiser's business profile, if conducting such competitive enterprise or activity may affect the Organiser's sales level, market position or economic results.
- U.** The Client unequivocally confirms that no representations - express or implied - have been made regarding the contracting opportunities (volume of business) that may be obtained during the conference and/or trade fair or regarding business success, and that the Organiser has not given any guarantees or assurances concerning the conference and/or trade fair. The Client further confirms that the GTCC together with the Order constitute the entirety of the rules governing cooperation between the Parties.
- V.** As part of the service of participation in conferences and/or trade fairs, the lease of exhibition space and other services listed in the Client's Order, the Organiser does not provide the Client with accommodation at the venue of the conference and/or trade fair, unless the provisions of the Order state otherwise.
- W.** The Conference Participant Form, which must be completed and signed, constitutes an integral part of the Order. The Organiser reserves the right to enter the data from the Conference Participant Form into the electronic MatchMaker participant registration system used to verify participants upon entry to the conference.
- X.** The provisions of the GTCC constitute an integral part of the Order and are binding on all conference participants. The General Terms and Conditions of Cooperation have been provided to the Client together with the Order, and the GTCC are also available at the Organiser's registered office.