

The logo for KSX features the letters 'K' and 'S' in a blue, pixelated font, followed by a large 'X' with a multi-colored, glowing outline. A vertical line separates the logo from the text on the right.

THE FUTURE
RETAIL
CONFERENCE

Exhibitor GTC

Conditions of Participation Exhibitors/Sponsors

The following Conditions of Participation for Exhibitors/Sponsors (hereinafter referred to as "Conditions of Participation") apply to the provision of space for the presentation of products or other sponsorship services for commercial purposes and other related additional services between K5 GmbH, Winzererstraße 47D, 80797 Munich (hereinafter referred to as "K5 GmbH" or "Organiser") and exhibitors/sponsors.

1. Registration

By signing and returning the offer form or the online booking, the conditions of participation are bindingly accepted as part of the contract. The registration is binding and cannot be subject to conditions and reservations. In particular, placement requests are not a condition for participation.

2. Service provision by K5 GmbH

Once the planning has been completed, the participant will receive more detailed information about the location and about the handling and schedule of the sponsorship. The allocation of the space, the location and the determination of the schedule in the case of sponsorship shall be at the discretion of K5 GmbH. The Exhibitor/Sponsor has no claim to a specific form or placement of the space or to a specific time, even if this is specified in the registration or confirmation of registration. The Organiser may relocate stands for organisational reasons or to preserve the overall image, or adjust the exhibition space and layout. The Exhibitor/Sponsor cannot assert any financial claims as a result. Insofar as space is rented, the service provided by K5 GmbH is the provision of the space including power connection, but without superstructures, hardware and software, etc. The costs of the stand space are not reduced.

If there are columns, roofing or other fixed installations on the stand area, this does not lead to a reduction in the costs. The price of the exhibition stand refers to the pure exhibition space and the services described in the package. Exceeding the booked stand limit is not permitted.

3. Performance obligations of the Exhibitor/Sponsor during assembly and dismantling and operation of the stands

The times for setting up and dismantling the stands will be announced in good time. Stand construction must be completed in good time before the opening of the event. The Organiser reserves the right to adjust the duration of the exhibition or the set-up and dismantling times in whole or in part for organisational reasons. Exhibitors will be informed of these changes in good time in the run-up to the event. The Organiser does not provide security for the exhibition stand. The Exhibitor is responsible for the supervision and guarding of the stand. This also applies during set-up and dismantling times, before the start and after the end of the event. The distribution of brochures or other advertising material is permitted only on the exhibitor's own stand. Additional marketing and advertising measures outside the written agreements of the Exhibitor and sponsor, e.g. posters, displays, display of information material, give-aways, etc. outside the exhibition area are additional services subject to a charge. They require prior approval by K5 GmbH and will be invoiced separately. The Exhibitor/Sponsor warrants that the use of his company name, his company logo and other advertising measures are permitted without restriction under trademark law, company law and copyright and competition law.

4. Stand supervision

For the duration of the event, all stands must be properly equipped and staffed with competent personnel. Stand times are mandatory: Day 1: 8:30 a.m. - 6:00 p.m. Day 2: 9:00 a.m. - 5:00 p.m. Use of the stand is possible on day 1 from 7:30 a.m. until 10 p.m. maximum. The removal of exhibition goods and the dismantling of stands before the end of the fair is not permitted. In the event of a breach of this regulation, K5 GmbH is entitled to demand a contractual penalty from the Exhibitor in the amount of 25 % of the stand rent, but at least 500 euros.

5. Co-exhibitors, additionally represented companies, joint stands

1. The stand space booked at may not be exchanged, shared or otherwise transferred to third parties without the consent of K5 GmbH.

2. The inclusion of a co-exhibitor is subject to approval, whereby the Organiser may withhold his approval. A co-exhibitor is anyone who appears on the stand space allocated to an Exhibitor with his own personnel or offer (this also applies to companies economically affiliated with the Exhibitor). The Organiser is entitled to charge a participation fee and other costs for the participation of co-exhibitors. The legal and economic responsibility for the co-applicant lies with the Exhibitor/Sponsor.

6. Payment dates

6.1 Rentals and additional services are payable without any deductions upon receipt of invoice to one of the following accounts of the Organiser as advance payment prior to the event:

6.2 After receipt of the registration by the Organiser, the order confirmation will be issued promptly. The first progress invoice for 50% of the invoice amount will be prepared and sent

out in January 2022. The co-exhibitor fee can be invoiced in advance at 100%. The second invoice for 50% of the invoice amount will be sent in April 2022. The final stand confirmation will be sent after the exhibitor's placement has been completed (probably at the end of April 2022). Further invoice amounts incurred will be invoiced by the end of July 2022 at the latest after the event.

6.3 If an Exhibitor not resident in Germany wishes to receive an invoice without German VAT, it must send proof of his status as an entrepreneur from the responsible authority to the Organiser together with its registration. In the case of registrations without proof of status as an entrepreneur, the Organiser is obliged to charge German VAT on the invoice amount and is therefore entitled to issue the invoice to the Exhibitor plus the legally owed German VAT. For exhibitors based in EU member states (outside Germany), it is sufficient to state the VAT identification number (VAT ID) on the registration form. In the event of a change of legal form or address, the Exhibitor shall, without being requested to do so, provide the Organiser with new proof of his entrepreneurial status or his VAT identification number.

6.4 In the event of late payment, the Exhibitor shall pay interest on arrears at a rate of nine percentage points above the base rate of the European Central Bank. The assertion of further or higher damages is not excluded.

7. Withdrawal and non-participation

7.1 If participation is prevented for reasons that lie within its sphere of risk, in order to make the agreed use of the space and/or other desired services, the Exhibitor/Sponsor remains fundamentally obliged to pay the contractually agreed conditions - even

the prevention of participation is due to personal decisions made based on the pandemic situation. However, if the Exhibitor/Sponsor provides notice of its inability to attend up to 6 months before the official start of the event, only 75% of the contractually agreed price is payable. Warning: If the Exhibitor fails to attend the event, an additional fine of 50% of the package price must be paid to K5 as compensation.

7.2 K5 GmbH is entitled to withdraw from the contract if the number of participants and sponsors required for the economic realisation of the event is not reached or if there are other reasons not within the scope of K5 GmbH's organisational responsibilities which make the realisation of the event impossible. In this case, the Exhibitor will be notified immediately and the payment already made will be refunded. Further claims by the participant are excluded, unless K5 GmbH is guilty of intent or gross negligence.

7.3 If, due to special circumstances, an event that has begun must be shortened or ended prematurely, the Exhibitor/Sponsor shall not be entitled to a refund or reduction of the price. The Exhibitor/Sponsor has no claims for compensation.

8. Force majeure, cancellation of the event

8.1 Force majeure is an event that has a massive external impact on the contractual relationship, which is unforeseeable according to human insight and experience, and which cannot be prevented or rendered harmless by economically acceptable means even by the utmost care that can reasonably be expected in the circumstances, such as natural disasters, war, strikes, terror, pandemics, epidemics, massive failure or disruption of traffic, supply and/or communica-

tion links. Force majeure entitles the contracting parties to adjust the contract and, insofar as this is unreasonable, to withdraw from the contract. Withdrawal must be declared in writing to the other contracting party without delay, stating all circumstances which justify the unreasonableness. In this case, the Exhibitor shall not be entitled to compensation for any damage incurred by him as a result.

8.2 The Organiser is additionally entitled to postpone, shorten, extend or cancel an event, as well as to close it temporarily, permanently, in individual parts or in its entirety, if there are compelling reasons for which it is not responsible or if force majeure requires such a measure.

8.3 Clause 8.2 shall also apply accordingly with regard to the occurrence and further development of pandemics in accordance with the Infection Protection Act (IfSG). They entitle the Organiser to cancel or postpone the event, even if at the time of the decision no reliable prognosis can yet be made about the further course of the pandemic and the continuation of restrictions according to the IfSG. In such a case, a reasoned weighing of the expected effects on the affected groups involved is required. In this case, the Exhibitor shall also have no claim to compensation for any damage incurred by him as a result.

8.4 If the event is cancelled by 31/12/2021 in accordance with clause 8.3, the Exhibitor shall be released from payment of the rent. In the event of cancellation of the event from 01/01/2022 in accordance with clause 8.3, the Exhibitor shall be obliged, at the request of the Organiser, to pay a reasonable share of the costs incurred in preparing the event. The share is limited to a maximum of 20% of the agreed rent. The amount of the quota to be paid by each Exhibitor shall

be determined by the sum of all costs already incurred on the part of the Organiser, divided by the number of exhibitors, taking into account the size of the exhibition space booked by the respective Exhibitor.

8.5 Cases of force majeure that prevent the Organiser or its service partners from fulfilling its obligation in whole or in part shall release the Organiser from its obligations until the force majeure ceases to exist. The Organiser shall inform the Exhibitor of this without delay, unless it is also prevented from doing so by a case of force majeure. The impossibility of a sufficient supply of resources such as electricity as well as strikes, lock-outs and official interventions - unless they are only of short duration or are the fault of the Organiser - shall be deemed equivalent to a case of force majeure.

9. Liability, indemnification, limitation period

9.1 Within the rented exhibition space, the Exhibitor shall be responsible for ensuring the safety of anyone visiting the exhibition space. The safety-related operating regulations of the "Technical Regulations" (www.k5.de/events/k5-konferenz/aussteller/wichtige-dokumente/) must be observed. The liability of the Exhibitor for damage caused by it, by its vicarious agents or by any co-exhibitors shall be determined in principle in accordance with the statutory provisions. In the event of loss or irreparable damage to rented items, the Exhibitor shall be liable for the amount of the replacement value (replacement value compensation) from the time the items are handed over until they are returned/collected, and not for compensation for the current value.

9.2 The Exhibitor irrevocably indemnifies the Organiser against all third-party claims against the Organiser, insofar as they are based on the fact

that the Exhibitor's exhibition space, its activities, its products, their intellectual content or its stand advertising violate third-party rights (in particular copyrights, image and name rights, trademark rights, competition rights, personal rights) or other statutory regulations. The indemnity obligation also extends to any warning, court and legal costs incurred.

9.3 The Organiser's strict liability for damages due to initial defects of the rental object is excluded. If the Organiser violates essential contractual obligations, his liability for damages in the case of simple negligence shall be limited to the direct average damage that is foreseeable and typical for the type of agreement. Claims for damages due to breaches of duty for which the Organiser is responsible that do not concern cardinal obligations or essential contractual obligations are excluded, unless they are based on gross negligence or intentional culpable conduct on the part of the Organiser and/or its agents and vicarious agents. This limitation of liability does not apply in the case of guaranteed characteristics or insofar as liability for damage to life, limb or health is mandatory due to statutory provisions as a result of negligence or intent.

9.4 The Organiser is not liable for loss or theft of exhibition goods, stand structures or stand fittings. For a fee, the Exhibitor can protect himself against loss and theft by hiring professional stand security approved by the Organiser.

9.5 Claims by the Exhibitor against the Organiser arising from the contractual relationship and all claims in connection therewith must be made in writing to the Organiser within ten days of the conclusion of the fair. Should defects or malfunctions occur during the event, these must be reported to the Organiser immediately. Otherwise,

the assertion of corresponding claims is excluded.

9.6 Claims by the Exhibitor shall become time-barred within three months, unless the liability of the Organiser results from wilful conduct. The statutory limitation periods for tortious claims, fraudulent intent and culpable impossibility shall remain unaffected. The limitation period begins at the end of the month in which the closing day of the event falls.

9.7 Insofar as the liability of the Organiser is limited, this also applies to the personal liability of its employees, workers, staff, representatives and vicarious agents.

10. Cleaning, environmental protection

10.1 The Organiser shall ensure the general cleaning of the grounds and the hall aisles.

10.2 Cleaning of the stand beyond the daily basic cleaning is the responsibility of the Exhibitor and must be completed daily before the opening of the event. When contracting stand cleaning, the Exhibitor shall use the cleaning company appointed by the Organiser. If own cleaning staff is used, the use is limited to one hour before and after the daily opening hours of the event.

10.3 In the interest of environmental protection and environmentally friendly exhibitions, the Exhibitor is fundamentally obliged to reduce packaging and waste and to use environmentally friendly and recyclable packaging, decoration and brochure material. In the case of stands built by the Exhibitor, the Exhibitor must take back any waste produced during assembly and dismantling. If separate waste disposal systems are used, the Exhibitor must participate in this and also share any waste costs incurred on a pro rata basis in accordance with the polluter-pays principle.

11. Domiciliary rights, house rules

11.1 The exhibition grounds are private property. The operator of the exhibition centre is K.M.C. Kommunikations- und Medien-Center GmbH. Alongside the Organiser, it exercises domiciliary rights on the exhibition grounds. In this respect, reference is made to the house rules posted on the exhibition grounds. The Organiser is entitled to issue event-specific house rules for safe access and running of the event in addition to the house rules of the Operator. The Exhibitor can view or download the current house rules at www.k5.de/events/k5-konferenz/aussteller/wichtige-dokumente/ or have the house rules sent to them by the Organiser on request.

11.2 During the event, the Exhibitor submits to the house rules and regulations of the Organiser and the Operator on the entire premises. The orders of the employees of these companies, who identify themselves by means of a service card, must be obeyed.

11.3 Violations of the Conditions of Participation, of safety-related exhibition regulations, and of orders within the scope of the domiciliary rights or of legal provisions shall entitle the Organiser, if the violations are not discontinued after a request to do so, to close the stand without compensation at the Exhibitor's expense. If such behaviour continues or if violations already warned of at previous fairs are repeated, the Organiser may also exclude the Exhibitor concerned from future fairs in particularly serious cases. This also applies if items are exhibited in contravention of court prohibitions or exhibitors or their employees participate in or incite the commission of criminal acts (e.g. theft, deliberate copyright infringements).

11.4 Instead of exclusion from the event, the Organiser is entitled to issue conditions and instructions (e.g. relocation, provision of security) in the event of violations or to impose contractual penalties of up to 50% of the stand rent. The Organiser may make participation in future fairs dependent on compliance with the conditions and instructions or on payment of the contractual penalty.

12. Data protection

12.1 Personal data provided by the Exhibitor to the Organiser in the course of registration and further contract processing shall be stored in an automated process, taking into account the provisions of the EU General Data Protection Regulation, the Federal Data Protection Act and the Telemedia Act of the Federal Republic of Germany. The Organiser uses the company and personal data in particular: / to handle the business processes with the Exhibitor / to send offers accompanying the event by the Organiser itself or by service providers commissioned by it / to provide information before and after the event / for postal advertising / to transmit and update our Exhibitor inventories and to pass on selected data to individual service providers to fulfil the contract / to create personalised tickets.

12.2 Of course, each Exhibitor is free to declare in writing or by e-mail to the Organiser that he does not wish to receive further information about subsequent events.

13. Written form, severability clause

All contractual agreements within the scope of the execution and further implementation of the contractual relationship must be in writing in order to be effective. The written form requirement shall be deemed to have been complied with if the respective declaration is transmitted

in electronic form, by fax or e-mail and confirmed by the other side. Should individual provisions in the registration documents, the conditions of participation or in the "Technical Regulations" be or become invalid, this shall not affect the validity of the remaining contractual provisions. In this case, the invalid provision shall be supplemented or amended in such a way that the purpose intended by it is achieved as far as possible.

14. Miscellaneous

German law shall apply. The place of jurisdiction is Munich. Should one or more provisions of these Terms and Conditions of Participation or a provision within the scope of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements. Ineffective or missing clauses shall be replaced by effective clauses which come closest to the intended purpose.

As of: November 2021