

The following "General Conditions of NETMEDIA Immersive for Exhibitors and Sponsors" (hereinafter referred to as the "General Conditions") apply to the provision of space or any associated stand equipment by way of rent for the presentation of products or other sponsorship services for commercial purposes and other related additional services between NETMEDIA Immersive SAS "Netmedia Immersive") and you as exhibitor or sponsor (hereinafter "participant " or "main exhibitor") in your activity as entrepreneur.

"Special registration / participation conditions" of Netmedia Immersive and other terms and conditions of a third party, such as a trade fair centre, supplement these General Conditions (hereinafter collectively "GTC"). In this respect the following order of precedence applies: Confirmation of registration by Netmedia Immersive in conjunction with the information in the registration form; Special registration / participation conditions of Netmedia Immersive; General conditions; Terms and Conditions of a third party.

1. Registration/Conclusion of Contract Offers of Netmedia Immersive in response to requests are non-binding and subject to alteration. With the return of the fully completed and signed application form the participant bindingly orders the space and possibly associated stand equipment for rent and/or additional services. By signing and returning the form, the GTC are bindingly acknowledged. The registration is binding for the participant.

2. Confirmation of Registration, Withdrawal and Non-Participation

2.1. Until the receipt of the registration confirmation the participant can withdraw from the registration without explanation. The withdrawal must be reported in writing to Netmedia Immersive. Netmedia Immersive is entitled to charge a lump sum of € 2,500 for the costs incurred. With the registration confirmation by Netmedia Immersive a binding contract is concluded for both parties. If the content of the registration confirmation differs from the content of the registration, the contract is concluded in accordance with the registration confirmation. The participant may object within 2 weeks if the content of the registration confirmation deviates significantly from the content of the registration.

2.2. If the participant is prevented from making use of the space and/or other desired services for reasons that are within his risk area, he remains obliged to pay the contractually agreed rent. However, upon receipt of an announcement of the participant's hindrance, only 75% of the contractually agreed rent is payable up to 6 months before the official start of the event.

2.3. In addition to this the following lump sums, which become due upon receipt of the notification of hindrance, are to be paid for the services already provided by Netmedia Immersive:

a) Administrative costs and organization fee of € 750 plus VAT for order confirmation, bookkeeping, cancellation costs, website maintenance, services of third parties (e.g. stand builder, draftsman, graphic designer);

b) Flat rate for marketing services in the amount of € 80 plus VAT per square meter of booked space. Notwithstanding this clause

2.2 each contracting party himself bears, in the event that the contractually agreed event cannot take place due to unforeseeable force majeure, the costs incurred up until then.

2.4. Netmedia Immersive is entitled to withdraw from the contract if the number of participants and sponsors required for the economic realization of the event is not met, if the main organizer does not hold the event or if there are other reasons beyond the control of Netmedia Immersive which make it impossible to hold the event. In this case the exhibitor will be notified immediately and the payment already made will be reimbursed. Further claims of the participant are excluded unless Netmedia Immersive is guilty of willful intent or gross negligence.

3. Provision of Services by Netmedia Immersive

3.1. Upon completion of the planning the participant will receive more detailed information about the location and the square meters of the space as well as the handling and schedule of the sponsorship. The allocation of the space, the location and the determination of the schedule of the sponsoring is made at the option of Netmedia Immersive according to its best judgement. The participant is not entitled to a specific shape or placement of the space or to a specific time, even if this is specified in the registration or the registration confirmation.

3.2. As far as space is rented, the content of the services of Netmedia Immersive is the handing over of the agreed space without superstructures, electricity connection, hardware and software. Further special and additional equipment is offered by Netmedia Immersive against a fee.

3.3. Netmedia Immersive is entitled to allocate for a good reason a stand space deviating from the registration confirmation, to change the stand size and dimensions, to move or close the fair and congress entrances, exits and exits and to make structural changes in the exhibition halls without rights being derived therefrom. If the stand size is reduced, the difference to the booked size will be refunded. A claim for damages or withdrawal claim on the part the participant does not arise as a result.

3.4. If columns, roofs, installation connections or other fixed installations of the event location are located on the stand space, this does not lead to a reduction in the rental price or other costs.

3.5. Insofar as other additional services are booked by the participant, the actual extent of the service provision is based on the Special Registration/ Participation Conditions and on the information given in the registration confirmation by Netmedia Immersive in conjunction with the information in the registration form.

4. Performance Obligations of the Participant in the Construction and Operation of the Stands

4.1. The participant must comply with the provisions of public law, in particular building regulations, and ensure the necessary approvals himself. This also applies to the persons working for the participant. These persons are to be monitored for compliance with the provision.

4.2. Any required insurance must be taken out by the participant himself.

4.3. The participant is obliged to submit detailed stand sketches and, if applicable, image material to Netmedia Immersive for approval no later than 6 weeks before the start of the event. Further obligations arise from the Special Registration and Participation Conditions.

4.4. The installation and operation of electrical equipment, in particular own W-LAN infrastructure [router, etc.), with the exception of the participant's exhibits, requires the prior written consent of Netmedia Immersive.

4.5. The presentation of products and services may only take place on the booked stand space. The distribution of products, flyers and other means of advertising in the other areas of the exhibition centre can be booked through sponsorship, otherwise it is inadmissible.

4.6. The participant must keep the booked space in the contracted form for the duration of the event and continually staff it during opening hours. Premature clearing of the stand constitutes a serious infringement which obliges the participant to pay a contractual penalty in accordance with clause 5.1.

4.7. Insofar as sponsoring services are the subject of the contract, the sponsor is obliged to render the agreed service in accordance with the contract

4.8. The participant may only use the space himself and not leave it to third parties either completely or partially without the written permission of Netmedia Immersive. Sponsorship services are to be self-provided. The structural regulations (stand spaces & concepts) are described in the document "Stand construction regulations", which must be observed by the exhibitor.

5. Consequences of the breach of duty and contractual penalty

5.1. In the event of a breach of contract under clause 4.6 which the participant is responsible for the participant undertakes to pay Netmedia Immersive a contractual penalty in the amount of 125% of the rent for the day at the agreed space price, without prejudice to the right of Netmedia Immersive to itself develop or make other arrangements for the use of the stand and its space.

5.2. In the event of a breach of contract under clause 4.8 which the participant is responsible for the participant undertakes to pay Netmedia Immersive a contractual penalty amounting to 30% of the invoice amount per case of infringement, however at a minimum of € 1,000. - and at most limited to the invoice amount plus VAT, without prejudice to the right of Netmedia Immersive to provide the service itself or have it provided by a third party and demand the reimbursement of the resulting costs of the replacement

purchase as well as to itself develop the space or make other arrangements for its use. The participant is free to prove less damage.

6. Consequences of the Payment and Performance Delay of the Participant

6.1. Netmedia Immersive has the right to terminate the contract without notice and/or to refuse performance if the participant is in default with payment in full or in part for more than 14 days, if a bankruptcy procedure or a court or out-of-court settlement is opened against him or if the participant declares his intention not to occupy the stand or to provide his contractual service.

6.2. Insofar as Netmedia Immersive terminates the contract without notice, Netmedia Immersive is entitled to assert the amount invoiced as a flat-rate compensation. If Netmedia Immersive succeeds in letting the space otherwise or in gaining another sponsor, Netmedia

Immersive will be entitled to demand compensation from the participant for the amounts to be expected in the ordinary course of events. This is usually 20% of the amount invoiced to the participant if the reason for a termination of the contract without notice exists less than 6 months before the start of the event and 10% of the amount invoiced to the participant if the reason for a termination of the contract without notice exists more than 6 months before the start of the event.

6.3. The participant is at liberty to prove that Netmedia Immersive has not suffered any or in actual fact only minor damage. Netmedia Immersive is entitled to prove and assert an actually higher damage.

7. Prices, Value Added Tax and Due Date All prices quoted are net prices and do not include VAT and proportional allocations for technical services.

7.2. If the space actually provided differs by less than 10% from the confirmed space, this shall have no influence on the agreed price, provided that this does not result in any significant impairment of the contractually agreed use. In the event of a deviation in excess of this the agreed price will be reduced or increased accordingly on the basis of the confirmed space, the design of the stand and the other services, as appropriate.

7.3. The invoice amount is due 14 days after receipt of the invoice, at the latest one week before the start of the event, and then bears interest at 8 percentage points above the base interest rate. All further additional services are due on the third day after the day which, according to the "Special registration/participation conditions" or the confirmation of registration, is deemed to be the end of the dismantling of the exhibition. If the participant is in arrears with a payment in whole or in part for more than 10 calendar days, then, without prejudice to the timing of individual partial payments, the entire outstanding amount of the invoice is due for immediate payment, without the need for another reminder or deadline.

7.4. The timely and complete receipt of payment is a prerequisite for the use of the space/hired object, for the catalogue entry as well as for the delivery of the participant ID cards. Netmedia Immersive reserves the right to block or otherwise rent the stand space if the invoice amount has not been received on the account of Netmedia Immersive before the start of the event.

8. Co-Exhibitors, Additionally Represented Companies, Joint Stands

8.1. Since the booked stand space is only rented to the participant [main exhibitor], it may not be exchanged, shared or otherwise handed over to third parties without the consent of Netmedia Immersive.

8.2. Joint use of the booked space by several companies is permitted if the provisions of the Special Part of the Conditions of Participation permit the participation of co-exhibitors and/or additionally represented companies and these have been registered in advance as co-exhibitor or sub-exhibitor in accordance with the regulations. This also applies to companies which use their own products even if no own staff is represented, i.e. group companies and subsidiaries are also considered co-exhibitors

8.3. If several companies share a stand space together [joint stand], the main exhibitor is obliged to register the other companies as co-exhibitor or sub-exhibitor via the registration form. The main exhibitor remains the sole contractual partner of Netmedia Immersive and has to ensure compliance with the GTC by the other companies. He is liable for the culpability of the co-exhibitors or sub-exhibitors as well as for his own culpability.

8.4. If the participant brings along a co-exhibitor/sub-exhibitor to the rented space without the prior knowledge of Netmedia Immersive and without written registration, Netmedia Immersive is entitled to terminate the contract without notice or, where appropriate, even

to clear the rented space. In this case there are no claims for damages or other claims on the part of the participant against Netmedia Immersive. In addition, Netmedia Immersive may demand a contractual penalty in the amount of the registration costs for subexhibitors/sub-exhibitors with a surcharge of 50%.

8.5. If a company registered as a co-exhibitor or sub-exhibitor does not participate, the co-exhibitor fee is still due in full. Only those who are not yet an exhibitor [main exhibitor] at the event can become a co-exhibitor.

9. Condition and Use of Space/Equipment and Limitations of Liability

9.1. Netmedia Immersive hands over the space (including possibly associated stand equipment) in basically perfect and cleaned condition. As of the day deemed to be the end of the dismantling of the exhibition, the associated stand equipment must be returned, as received, to Netmedia Immersive. Damage to the spaces or the associated stand equipment must be reported by the participant to Netmedia Immersive immediately, but no later than upon return. Damage which the participant is responsible for will be eliminated at the participant's expense.

9.2. The participant must check the location of the space, the condition of the stand and, if applicable, the associated stand equipment and all other additional services without delay, at least before the start of the event, and must notify defects in writing without delay, as otherwise the warranty claims expire. Claims of the participant to reimbursement of expenses or permission to take away a device become statute barred within 6 months after the day which, according to the Special Registration/ Participation Conditions or the confirmation of registration, is deemed to be the end of the dismantling of the exhibition.

9.3. Netmedia Immersive and the vicarious agents of Netmedia Immersive do not assume any duty of care for stands, fixtures or other objects brought in by the participant.

9.4. Netmedia Immersive and the vicarious agents of Netmedia Immersive are only liable for willful intent and gross negligence. For damages resulting from injury to life, limb or health Netmedia Immersive shall also be liable for negligent breach of duty. In the case of property damage and financial loss caused by slight negligence, including any loss of profit, Netmedia Immersive and the vicarious agents of Netmedia Immersive are only liable in the event of a breach of a significant contractual obligation, but limited in amount to the foreseeable and contractually typical damage at the time of the conclusion of the contract: significant contractual obligations are those whose fulfillment is determined by the contract and on the fulfillment of which the participant was entitled to rely.

9.5. Netmedia Immersive is not liable for damages caused by participants, stand builders who are not vicarious agents of Netmedia Immersive, visitors or other agents. In case of damage Netmedia Immersive assigns any claims against the liable party/participant.

9.6. Netmedia Immersive assumes no liability for damages caused by force majeure, strikes or other failures or power fluctuations in the energy supply for which it is not responsible.

10. Miscellaneous French law applies. Jurisdiction and place of fulfilment is - one or more provisions of these conditions of participation or a provision in the context of other agreements be or become ineffective, this shall not affect the validity of all other provisions or agreements. Ineffective or missing clauses are to be replaced by effective clauses which come closest to the intended purpose. Status: 09 /2022