

General Section of the Conditions of Participation

I Registration

Registration can be carried out electronically or by post.

1. Electronic registration process

By completely filling in the registration forms and clicking on the button “sign up as an exhibitor and book a booth/trade fair stand” on the website you declare your intention to participate in the event (Registration).

Immediately after the dispatch of your binding registration you receive an automatic confirmation of receipt at the e-mail address you have supplied. This confirmation of receipt simply documents the fact that your registration has been received by the organizer and does not give rise to a contract between you and the organizer.

By dispatching the registration, you acknowledge the General and the Special Sections of the Conditions of Participation and the Technical Guidelines as binding.

2. Postal registration process (insofar as provided)

To indicate your intention to take part in the event, you must return to us a completely filled in and signed registration form (Registration). Alternatively you can scan the completed and signed participation documents and send them to us via e-mail to the e-mail-address given in the registration form. A digital signature can also be provided instead of the scanned signature.

By signing and returning the registration form, you acknowledge that the General and the Special Sections of the Conditions of Participation and the Technical Guidelines as binding.

3. You can download the Conditions of Participation from the event homepage or from the Service Shop. You also have the option of requesting the Technical Guidelines in printed form at any time.

4. The registration is binding on you as of its delivery to Koelnmesse. It cannot be subject to provisos or reservations; in particular requests for specific stand locations do not constitute a condition for participation.

5. The registration can only be revoked prior to your receipt of the acceptance / confirmation of the stand area when this is permitted by the Special Section of the Conditions of Participation. Depending on the date of your registration, the Special Section of the Conditions of Participation can specify a fee for this revocation. Otherwise, you must pay the participation fee and the other contractually agreed remuneration in full.

II Acceptance

1. The organizer decides on your participation on the basis of the stipulations valid for all of the participants in the event (acceptance/confirmation of the stand area). The same applies to co-exhibitors and group participants, insofar as they are registered.

There are no legal claims to be admitted. In the event that the organizer receives more registrations corresponding to the admission requirements prior to the deadline for submission of registrations than there is available exhibition space, the organizer will decide which applications for registration are approved according to the organizer’s reasonable discretion.

If you have previously failed to fulfil your financial obligations to the organizer or one of the organizer’s Group companies or have not fulfilled them punctually, your company can be excluded from acceptance.

2. The contract comes into force with the confirmation of acceptance/confirmation of the stand area, both of which are valid without signature.

3. Validity of the acceptance

The acceptance/confirmation of the stand area only applies to the respective event, the company registered and named in the acceptance and the products and services registered. Products and services that do not correspond to the Index of Goods may not be exhibited or offered.

The assignment of a stand area is carried out by the organizer in accordance with the exhibition topic area within the event to which the products you have registered belong.

Exhibitors do not have a right to have a stand area assigned to them of a particular shape, in a particular hall or a specific area within a hall. The exhibitor can specify a minimum and a maximum stand area during registration. Any acceptance by Koelnmesse that is within the specified size range is according to contract. Deviations below the minimum size or above the maximum size of up to 20% of the average value of the desired sizes specified by the exhibitor of up to 20% are also according to contract. An agreement is necessary in the case of greater deviations outside the desired size. This agreement is granted at the latest with the payment of the participation price.

The organizer is entitled to revoke the acceptance if it was granted on the basis of incorrect statements or if the participant subsequently fails to meet the conditions for acceptance.

4. Change after acceptance

The organizer is entitled to relocate or close entrances and exits, and to make structural changes to the trade fair halls for good cause (e.g. fire, fire protection, other hazard prevention) and taking into account your legitimate interests after acceptance without you deriving any rights from such changes.

In individual cases with good cause and taking into account your legitimate interests, the organizer is furthermore entitled to subsequently assign a different stand area to the one already allocated in the acceptance and to change the size and dimensions of the stand area. If the size of the stand area is reduced, the difference in the participation fee will be refunded to you.

In the event that the date or location of the event has to be changed due to good cause and this change can reasonably be demanded of you then the corresponding changes must be accepted; the acceptance/confirmation of the stand area is replaced by the organizer’s corresponding notification of the changes. A change of location means a change to a location outside the exhibition centre.

You will immediately be notified should the stand area not be available for reasons beyond the organizer’s control. In this case, you have the right to receive a refund of the participation fee.

In such cases, there is no entitlement to claim damages that go beyond this refund.

5. Rights of withdrawal

The organizer may withdraw from the contract if there is good cause. Such good cause is particularly the case if an application has been submitted to initiate insolvency proceedings or if such an application has been rejected due to a lack of assets. You must notify the organizer immediately if this is the case.

It is no longer possible for the exhibitor to withdraw a registration completely or partially after the acceptance/confirmation of the stand area has been received.

As an exhibitor, you bear the sole risk for the following complications: products that are planned for the presentation cannot be imported as a result of the legal regulations valid at the event location or for other reasons; products arrive at the event location late, damaged or not at all (e.g. because they have become lost or are affected by transport or customs delays); you, your staff, your stand personnel or the personnel charged with the construction of your stand are delayed or prevented from arriving at the event location, e.g. due to the refusal of a visa. You remain obligated to pay any and all costs that have been agreed upon.

The organizer can consent to a request for release from the contract by way of exception if the stand area made available can be assigned to a third party in return for payment. This only applies when all space (stand area) of the event has been allocated and to the extent that the space that becomes available can be rented to an exhibitor to whom no or only a correspondingly smaller area could be allocated due to the lack of availability of free space (stand area). Unless specified otherwise in the Special Section of the Conditions of Participation, the organizer is then authorized to demand a flat-rate amount of 25% of the participation fee for the costs

incurred without further evidence. If the stand area cannot be transferred to a third party for a fee, the contract remains in force and the participation fee must be paid in full. The occupation of the stand area that is no longer reserved by another exhibitor who has already been admitted to the event and assigned a stand area is not considered to be a rental to a third party against payment, as two areas were merely exchanged. If the exhibitor wishes to reduce the size of the stand area, this provision shall apply accordingly to the stand area thus freed up if the organizer exceptionally agrees to a reduction in the size of the stand area.

If the Special Section of the Conditions of Participation stipulate that you must purchase a Marketing Package, the specified price has to be paid in the event that you withdraw from the contract and the admission ticket vouchers have been provided. This does not affect your liability to pay the fees for official trade fair media (trade fair catalogue, trade fair app, online exhibitor search - depending on the offer for the event), stand construction and other fees, particularly if they involve services from third parties or have arisen due to services that have already been provided.

You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the fee charged.

The co-exhibitor fee must be paid in full in the event a company that has been accepted as a co-exhibitor does not participate.

III Construction, design and operation of the stands

1. As an exhibitor, you are responsible for ensuring that your trade fair participation, and especially the construction and design of your stand, comply with all the legal standards valid in the Federal Republic of Germany as well as the regulations of these conditions and the Special Section of the Conditions of Participation and the Technical Guidelines including any hygiene regulations. This also applies to the persons working on behalf of the exhibitor, who must be supervised to ensure that they adhere to the stipulations.
2. The exhibitor has to lay out its allocated stand area appropriately, keep it in a clean condition, use it for the display of the products registered by and authorised for the exhibitor and ensure that the stand is staffed with its own personnel. Additional regulations, especially those of an event-related nature, can be found in the Special Section of the Conditions of Participation and in the Technical Guidelines.
3. Any additional technical services that may be required, in particular the installation of electricity, water and safety measures, the hiring of local personnel, etc., can be ordered from the Service Shop of Koelnmesse GmbH and are invoiced separately. Orders placed by third parties (in particular by stand construction companies) in connection with the construction, furnishing and design of your stand area are considered to have been commissioned by the exhibitor and at the exhibitor's expense.
4. The registered and authorized products must be on display at the stands for the entire duration of the event and the stands must be staffed by the exhibitor's own personnel. Stand personnel must also be in attendance throughout this entire time. Clearing the trade fair stand before the official end of the event represents a serious infringement of these Conditions of Participation and entitles the organizer to pursue claims for damages and to exclude your company from future participation in events of the Koelnmesse Group.
5. Products and services may only be presented within the stand area listed in the acceptance/confirmation of the stand area. You may not distribute products, flyers and other advertising materials in other areas of the exhibition centre without first receiving the organizer's written permission.
6. The legal stipulations of the Federal Republic of Germany need to be complied with during the presentation and sale of products and services. Products that are not intended to be offered or are not approved for sale worldwide must bear a corresponding note or a country-specific label.
7. The organizer can require that you remove products that do not correspond to the Index of Goods, the presentation of which would not comply with legal stipulations of the Federal Republic of Germany or that may cause a significant interference with the operation of the trade fair or give rise to a hazard to the safety of exhibitors and visitors due to smells, noises or any other emissions or due to their appearance.

IV Participation fee and other remunerations/Terms of payment

1. The participation fee for the standardized event services covers the rental of the stand area for the duration of the event and the construction and dismantling periods stipulated in the Special Section of the Conditions of Participation; a specific number of exhibitor and construction and dismantling passes; the use of technical and service facilities at the exhibition centre; general hall security; cleaning of the generally accessible hall areas; general hall lighting; and advice on organization, advertising and public relations work for your participation.

In addition, the participation fee includes services provided by the organizer as part of the general visitor marketing activities. At the organizer's discretion, these activities especially include a selection of the following services: Placing of advertisements, direct marketing measures (e.g. publication and dispatch of newsletters and other information to potential visitors by mail, fax, or other means of electronic transmission), provision of an online ticket shop, and event-related Internet domains. The standardized event services also include the provision and supply of energy covered by the flat-rate energy fee; in this respect, please note the corresponding regulations of the Special Section of the Conditions of Participation.

The event services also encompass the inclusion in a list of exhibitors. This is obligatory for each exhibitor, co-exhibitor and group participant. Please note the corresponding regulations of the Special Section of the Conditions of Participation.

2. The participation fee does not include the provision of stand partition walls or other special construction elements.
3. The amount of the participation fee and other remunerations will be calculated on the basis of the dimensions of the allocated stand area and according to the rates specified in the Special Section of the Conditions of Participation. Projections, pillars, installation connections and other fixed objects are not taken into account in the calculation of the allocated floor area, which is deemed to be in accordance with the contract.
4. In the case of two-storey exhibition stands the participation fee for the stand area of the upper storey approved after technical inspection is governed by the regulations in the Special Section of the Conditions of Participation.
5. After your acceptance you will receive an invoice for the participation fee and other remunerations (for marketing packages, among other things); the invoice amount is due immediately on receipt of the invoice. This also applies to all amounts that must be paid within the framework of the contractual relationship, and, in particular, to invoices, as stipulated by Item I, Paragraph 5 and Item II, Paragraph 5 of these conditions.
6. All prices are net fixed prices plus any value added tax and comparable taxes of the event location that may be payable. Please note the regulations for VAT refunds listed in the Special Section of the Conditions of Participation.
7. The organizer shall have the right to increase the various prices to cover the higher costs in the event of an increase in its own production costs as a result of increased costs for manufacturing, procurement and labour as well as energy costs, fees, taxes and other public duties at the event location. The greatest amount that each individual price can rise is limited to 5% if more than 9 months have passed between the time the contract is concluded and the date the event is held, 7.5% if more than 18 months have passed and 10% if more than 24 months have passed.
8. All liabilities must be settled on time in order for you to occupy the reserved stand area.
9. Failure to execute payment on time will result in interest being charged of 9 percentage points above the base rate according to Section 288 of the Civil Code of the Federal Republic of Germany. The organizer is entitled to claim any higher damages it may have suffered. Compensation for damages does not apply or is reduced if you can prove that the organizer has incurred less or no damage as a result of the failure to pay on the due date.

Should settlement of the invoice not be effected by the deadline or not be effected in full, the organizer is, in addition, entitled to terminate the contract with you and to otherwise dispose of the stand area.

10. A right of lien in the organizer's favour arising from the organizer's claim in regard to the provision of the stand area attaches to the objects brought to the exhibition centre by you.

11. The exhibitor agrees to an electronic invoicing process. The dispatch of the invoice is carried out electronically via e-mail to the e-mail address supplied by the exhibitor or by post as a paper invoice at the discretion of the organizer. The exhibitor must immediately notify the organizer of any changes to its e-mail address.

12. Any services that have been provided by the organizer will be invoiced in euros. You are obligated to pay the amount shown on the invoice in the currency shown on the invoice ("billing currency"). If the organizer should be prepared, as a courtesy, to accept settlement of the invoice in a currency other than the billing currency in individual cases, without being under any obligation to do so, the exchange rate of such payment must be based on the official buying rate of the billing currency on the date the payment is received. Any exchange rate losses in relation to the billing currency after the invoice becomes due for payment are, therefore, at your expense.

13. Should the exhibitor have any complaints about the invoice, they must be submitted in writing or in the case of electronic invoicing also via e-mail immediately or at the latest within two weeks of receipt. Subsequent objections cannot be considered. A processing fee of €100.00 will be charged for every change to an invoice after your receipt of the invoice that is made exclusively at your request and without an error on the part of Koelnmesse GmbH being present. They are permitted to prove that no damage or significantly less damage has been incurred.

14. Any projections, pillars, installation connections and other fixed objects in the stand area provided do not entitle you to any reduction in the participation fee or other remunerations.

15. You can only exercise a right of withholding or set-off against the receivables arising from the contractual relations insofar as your claims are undisputed or have been determined *res judicata*. Claims on the grounds of unjust enrichment (Section 812 of the German Civil Code) remain unaffected.

16. In the event that an invoice is sent to a third party at the request of the exhibitor, this does not constitute any waiver of the right to claim the account receivable from the exhibitor. You remain obligated to pay until such time as the account receivable has been settled in full.

V Co-exhibitors, group participations

1. Stand areas can only be rented in their entirety and only to one contracting party. You, as an exhibitor, may not relocate, exchange, share or otherwise make available the stand area that was reserved for you to another party in whole or in part without the organizer's prior permission.

2. The use of the stand area by multiple companies is only permissible when the stipulations of the Special Section of the Conditions of Participation permit the participation of co-exhibitors.

3. A special application must be approved by the organizer before another company (co-exhibitor) can use the stand area to exhibit its own products with its own staff. Co-exhibitors may only be consolidated companies, subsidiaries and sales companies in which the exhibitor holds shares. In exceptional cases, the organizer may also approve sales companies in which the exhibitor does not hold shares. Furthermore, suppliers may also be approved as co-exhibitors. Koelnmesse is entitled to link the acceptance of sales companies and/or suppliers to proof of an existing business relationship with the exhibitor. Supplier in the context of this regulation is an entity that supplies components for the exhibitor's products that are on show at the trade fair. Sales company in the context of this regulation is an entity that sells products from the exhibitor in a particular country/a particular region or to a particular target group (sales channel).

The organizer has the right to require you, as the exhibitor to pay a participation fee and other remunerations (e.g. for marketing package) for co-exhibitors. The organizer also has the right to limit the number of co-exhibitors for each exhibitor. In addition, the preconditions specified in Item II of these Conditions of Participation apply for the acceptance of co-exhibitors. These companies are subject to the Conditions of Participation – General and Special Sections as well as to the Technical Guidelines.

If you have a co-exhibitor at your stand without first obtaining the organizer's explicit permission, the organizer has the right to cancel the contract with you without prior notice and to have your stand area cleared at your risk and expense. No claims of any kind can be made against the organizer in this case, especially no claims for damages.

After acceptance, contractual relationships continue to exist exclusively between the organizer and the exhibitor, who is responsible for the culpability of its co-exhibitors as for its own culpability.

4. When multiple companies wish to participate in the event together on one stand area – a group participation – the General Section and the Special Section of the Conditions of Participation and the Technical Guidelines are binding for every individual company. The registration is carried out by the group organizer, who is thus also an exhibitor in the context of the existing General Section and Special Section of the Conditions of Participation and the Technical Guidelines and is responsible for ensuring that the group participants adhere to the Conditions of Participation. After acceptance/confirmation of the stand area, contractual relationships exist exclusively between the group organizer and the organizer.

5. If a stand area is jointly assigned to two or more companies, they are jointly and severally liable to the organizer.

VI Domiciliary rights

1. The organizer exercises domiciliary rights throughout the exhibition centre.

2. The organizer is entitled to have exhibits removed from a stand if their display violates applicable laws, or is morally offensive or not in keeping with the exhibition programme. Advertising of an political or ideological nature is prohibited. In the event of serious offences against the Conditions of Participation, the Technical Guidelines or the legal stipulations, the organizer is entitled to close your stand or have it vacated.

3. The house and ground regulations for the Cologne exhibition centre apply in their currently valid version.

VII Liability for defects

1. The limitation period for liability for defects in deliveries of newly manufactured articles is 1 year. Liability for defects in used articles is excluded. A claim does not arise when the damage is as a result of normal wear and tear, force majeure, incorrect or negligent operation, excessive use, or the failure to observe legal requirements or instructions for operation.

2. A reduction of the fee due to material defects shall only be considered if the organizer has been notified in writing of the intention to reduce the fee during the term of the contract. Reduction claims and/or rights of retention on the part of the exhibitor can only be asserted if they are based on legally established or undisputed claims. Claims for repayment by the exhibitor in accordance with § 812 BGB remain unaffected.

VIII Liability/indemnity

1. The organizer is liable without limit for claims, irrespective of their legal grounds, of intent or gross negligence. The organizer is only liable for simple negligence insofar as essential contractual obligations have been breached, and any such liability is limited to foreseeable damage typical of the contract. Essential contractual obligations shall pertain only to those contractual obligations which are indispensable for the performance of the contract and on the fulfilment of which the exhibitor may rely. Otherwise the organizer's liability for damages is excluded.

The aforementioned limitations and/or exclusions of liability do not apply to a legally mandatory specified strict liability (e.g. arising from the Product Liability Act) or the liability from the acceptance of a guarantee or in the case of loss of life, bodily injury or impaired health.

Insofar as the liability is limited or excluded by the aforementioned regulations, this also applies to the liability of the bodies, employees, legal representatives and vicarious agents and officers of the organizer (also with regard to their respective personal liabilities).

2. A strict guarantee liability on the grounds of initial defects of the area provided is excluded.

3. If and to the extent that the organizer provides water, district heating, gas and electricity from the supply networks of utility companies, the exhibitor shall not assert any further claims for damages in the case of liability on the part of the organizer in the event of service disruptions than those to which the organizer is entitled under the relevant provisions vis-à-vis the respective utility company. The exhibitor shall immediately notify the organizer and directly notify the utility company supplying the service of any damage in writing.

4. If the organizer is compelled to temporarily vacate or permanently close the exhibition area or parts thereof, to reschedule the event, shorten or extend it due to force majeure, or for other reasons beyond its control, then the exhibitor is not entitled to any rights, in particular, to claims for damages against the organizer.

5. Liability continues to be subject to the legal burden of proof rules, which are unaffected by this clause.

6. The organizer does not assume any obligation to exercise proper care of exhibits, stand fittings and objects which are the property of the stand personnel. Subject to Item VIII Paragraph 1 the organizer does not assume any liability for the loss of objects, equipment, structures and other valuables brought in by exhibitors and third parties, unless Koelnmesse has assumed custody for a fee. The possibility of hiring hall and stand security personnel for a fee is expressly pointed out.

The organizer transfers the general surveillance of the trade fair halls and the outdoor areas, the oversight of the exterior grounds, and the checks at the entrances to security service providers and their uniformed guards and non-uniformed personnel. This does not include stand security service in individual cases; this must be booked separately by the exhibitor if required.

Every visitor and exhibitor in the trade fair halls must be in possession of a valid admission ticket or exhibitor pass and show it to the aforementioned security personnel upon request. The exhibitor will notify those service providers it has commissioned that they will require an admission ticket (e.g. construction or dismantling pass). The surveillance and security of individual stands or parts of stands is not included in this general oversight.

7. In the event of contracts that provide for the procurement of certain items, then, unless otherwise expressly agreed in individual cases, the organizer does not assume the risk of procurement.

8. The organizer does not conclude specific insurance for the stand and the items located at the stand. The organizer recommends that the exhibitor insure its participation risk against the normal insurable risks such as fire, burglary, simple theft, damage, water damage etc. including the risks of transport to and from the event itself and at its own expense and that it ensures adequate insurance cover for the construction, trade fair, and dismantling periods including the periods of transport to and from the event.

All cases of theft and damage must be immediately reported to the police, the organizer and the insurance company at Messewache Ost (Security Office East) at Entrance East and thereafter notified in writing.

Stand security personnel may only be hired from the security companies commissioned by the organizer.

9. The exhibitors are also responsible for compliance with all laws, guidelines and other regulations applicable in the Federal Republic of Germany if the content of the organizer's Conditions of Participation deviates from such regulations. They are obligated to inform themselves in good time and comprehensively about the relevant regulations at the event location and to obtain the necessary knowledge.

The organizer is not obligated to provide any notification or information in this regard.

10. As an exhibitor, you are liable to the organizer and third parties for any damage that you, your personnel, your employees or third parties commissioned by you or other third parties that you use to fulfil your obligations culpably inflict on the organizer or third parties. You shall indemnify the organizer in this respect from all claims of third parties. The Technical Guidelines as well as the information contained in the organizer's

circulars on questions concerning the preparation and implementation of the event must be strictly observed.

11. The exhibitor shall irrevocably indemnify the organizer from all claims by third parties insofar as these are based on the exhibitor's presentation, the design of the exhibitor's stand, the products presented at the exhibitor's stand, or the intellectual content of these products violating the rights of third parties (in particular, but without being limited to, copyrights, the rights to names and images, trademark rights, competition rights and personal rights) or other statutory provisions. This indemnity obligation encompasses all of the associated costs and expenses (in particular, but without being limited to, warning and legal costs as well as court fees).

IX Assertion of claims/period of limitation

1. Claims against the organizer that are discernible to the exhibitor – of whatever type – must be submitted to the organizer in writing immediately, normally during the course of the event. The date on which the organizer receives the claim will be the sole criterion for determining if it has been received by the deadline. Claims which are received at a later date cannot be considered. This also applies to claims that would have been discernible with due diligence.

2. Claims against the organizer arising from the contractual relationship as well as all other claims relating thereto, shall become statute-barred after 6 months. The limitation period shall commence at the end of the month, in which the closing date of the event falls.

This does not apply to damage claims resulting from (i) loss of life, bodily injury or impaired health, (ii) Germany's Product Liability Act, (iii) essential contractual obligations and (iv) damages caused by the organizer's grossly negligent or intentional actions. The statutory periods of limitation apply in such cases.

X Place of performance/place of jurisdiction/valid law

1. The place of performance is the seat of the organizer. The place of jurisdiction is Cologne, provided you are a merchant, a legal person governed by public law, or a special asset regulated by public law. This also applies to processes relating to documents, notes, and cheques. The organizer may also at its discretion assert claims at the court of the city in which you have your registered seat or your branch office.

2. All legal relationships between you and the organizer are subject to Federal German Law and the German text is authoritative.

XI Reservations/force majeure/cancellation of the event

1. The organizer shall have the right to reschedule, shorten, extend or cancel the event, as well as to terminate the event temporarily or definitely, in part or in whole, insofar as such an action is required due to compelling reasons for which it is not responsible or unforeseen events such as force majeure, natural disasters, wars, strikes, terrorist attacks or the large-scale breakdown or obstruction of traffic, supply and/or communication links, epidemics or pandemics. The organizer shall immediately notify the exhibitor of such circumstances, provided it is not also prevented from doing so by force majeure. In such cases, the exhibitor has no claim to recompense for the resulting damages.

2. In case the event is cancelled as a result of one of the cases mentioned in Item XI Paragraph 1, the exhibitor is obligated to cover the remunerations of the services already provided to the exhibitor if the organizer requests it to do so.

3. Cases of force majeure that prevent the organizer or its service partners from fulfilling some or all of their obligations release the organizer from its obligations until the force majeure ceases. The organizer shall immediately notify the exhibitor of such circumstances, provided the organizer is not prevented from doing so by force majeure as well. Strikes, lockouts, regulatory intervention and the impossibility of providing auxiliary materials such as electricity in sufficient amount are considered to be the

equivalent of force majeure, unless they are of short duration or caused by the organizer.

XII Final provisions

1. Only those stipulations in Item I Paragraph 1 respectively Paragraph 2 apply to the contractual relationship. Divergent or supplementary terms from the exhibitor do not become part of the contract even if the organizer does not specifically object to them. This applies especially to diverging conditions of payment and in particular in cases in which the exhibitor, after conclusion of the contract (cf. Item I), wishes to force the organizer to accept its own General Terms and Conditions with the aid of technical specifications (e.g. mandatory opt-in field) as part of invoice processing on a portal set up for this purpose with reference to its own General Terms and Conditions. Such a declaration of intent by the organizer is not aimed at a subsequent amendment to the contract and is void pursuant to Section 116 sentence 2 BGB (reservation). Section 305b BGB applies irrespective of this provision.

2. Should some of the provisions be invalid or incomplete, the validity of the remaining provisions and the contract shall not be affected. In this case, the parties to the contract undertake to replace the invalid provision or to fill the gap with a provision that comes closest to fulfilling the economic purpose being pursued by the parties to this contract.

3. Any amendments to the contract must be in text form. The same shall also apply to any amendment or cancellation of the text-form clause itself.

Conditions of Participation

Special Section

DM ■

EXCO



DMEXCO

Sept.23 & 24, 2026

1 Organiser, event, venue and dates, visitor admission

1.1

DMEXCO is being organized by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany.
The associated Federation is the Federal Association of the Digital Industry (BVDW) e.V., Schumannstraße 2, 10117 Berlin.
The event will be held at the Cologne Exhibition Grounds from Wednesday, September 23, 2026 to Thursday, September 24, 2026.

1.2 Opening times

For exhibitors: Wed., Sept 23, 2026 from 7:30 AM to 7:30 PM
Thu., Sept 24, 2026 from 7:30 AM to 6:30 PM
For visitors: Wed., Sept 23, 2026 from 9:00 AM to 6:30 PM
Thu., Sept 24, 2026 from 9:00 AM to 5:30 PM

1.3 Stand construction and dismantling

1.3.1 General provisions

Work may proceed in the halls and outdoor areas during the general construction and dismantling times from 12 AM to 12 AM (to 6:00 PM on the last day of construction) insofar as no divergent provision has been specified.

1.3.2 Stand construction

Construction period begins: Sunday, September 20, 2026, 6:00 AM.
Construction period ends: Tuesday, September 22, 2026, 8:00 PM.

Work that produces large amounts of dust must cease by 6:00 PM on Tuesday, September 22, 2026. All of the aisles must be completely cleared by 6:00 PM on Tuesday, September 22, 2026 so that the floors can be blacked without any problems. We reserve the right to claim the costs for cleaning the aisles of any soiling that has arisen after this time.

After obtaining prior permission preponed assembly is possible from 6:00 AM onwards on Friday, September 18, 2026. Special permission can be obtained for a fee at exhibitor@dmexco.com. Early stand construction must be registered with Koelnmesse team by Friday, August 22, 2026.

from Friday, September 18, 2026: €1500,00 per day (6:00 AM to 10:00 PM), €970,00 per night (10:00 PM to 6:00 AM)

All construction vehicles are allowed to enter exhibition grounds on the last construction day September 22, 2026 until 5:00 PM. Please note subparagraph 15 of these conditions.

1.3.3 Stand dismantling

Dismantling start: Thursday, Sept 24, 2026 from 5:30 PM onwards
Dismantling finish: Friday, Sept 25, 2026 at 10:00 PM

Dismantling of the the trade fair stand and the goods presentation may not begin before the end of the event at 5:30 PM on September 24, 2026 (see item 14 of these conditions).

Admission for dismantling personnel from: 5:30 PM.
Trucks will be permitted to enter from: 7:30 PM.

After obtaining prior permission extended dismantling is possible until Saturday, September 26, 2026, 10:00 PM. Special permission can be obtained for a fee at exhibitor@dmexco.com. Extended stand dismantling must be registered with Koelnmesse team by Friday, August 22, 2026.

Cost per exhibition space for the extended dismantling period: €1500,00 per day (6:00 AM to 10:00 PM), €970,00 per night (10:00 PM to 6:00 AM)

The exhibitor is liable to Koelnmesse for any damages arising as a result of failure to observe these provisions. Should claims be made against Koelnmesse as a result of failure to observe these provisions the exhibitor exempts Koelnmesse from all such claims.

Koelnmesse is entitled to demand payment of a security in the amount of €5,000.00 to be refunded after the correct and timely return of the area; there is no entitlement to payment of interest. This security is to guarantee claims arising from the contractual relationship, in particular regarding the timely clearing of the stand area.

Furthermore, late clearing of the stand area is a serious violation of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse is entitled to impose a fine of up to €5,000.00 (depending on the severity of the violation) for each such violation and / or to exclude the exhibitor from subsequent events.

2 Eligibility to participate

2.1 Exhibitors

Only producers that are entered in the Commercial Register or in the Register of Craft Businesses are permitted to participate at DMEXCO. Such producers must exhibit products that correspond to the focus of the event (see the Products List). You may only participate as an exhibitor if the exhibited products are manufactured or developed by your company itself or developed or produced on its behalf and exclusively marketed or, in the case of services, exclusively provided by your company.

You can exhibit for the companies you represent as a sales representative, sales company, association or importer insofar as the goods exhibited are not offered by any other company at the trade fair and you possess the necessary rights to present the exhibits.

Koelnmesse may also require that proof of the nature of the manufacturer's business or of the activities as the manufacturers' sales company or importer be submitted in an appropriate form on demand.

Decisions on company acceptance, eligible products and the location of exhibitor stands will be made by Koelnmesse. In the event of a rejection, you will receive a separate letter.

All exhibited products and services must correspond to the focus of the event. See the accompanying Products List. The products must be new ex works. Products and services that do not correspond to the focus of the event and used products may not be exhibited or offered.

Participation as exhibitors by interest groups, associations, corporate bodies, institutions and foundations under public law can be permitted when their presentation and presence correspond to the focus of the event (see Item 2.1 Sentence 1).

2.2 Co-Exhibitors

The participation of co-exhibitors at DMEXCO is possible. A special application and acceptance by the organizer are required for the use of the stand area by a co-exhibitor (see Item V of the General Section of the Conditions of Participation).

The complete registration of all co-exhibitors by the main exhibitor must reach Koelnmesse on or before May 31, 2026. This also applies in the case where the registration takes place online using a means made available by Koelnmesse..

Applications that are received by Koelnmesse after this date cannot be taken into account. Enabling a company to participate on the stand area without first obtaining the approval of Koelnmesse is a serious violation of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse is entitled to impose a fine of up to €5,000.00 (depending on the severity of the violation) for each such violation and / or — depending on the severity of the case — to exclude the exhibitor from this and / or subsequent events. The stipulations of Item V of the General Section of the Conditions of Participation are not affected.

2.3 Group participation

2 Conditions of Participation

The participation of group participants in the DMEXCO is possible. A special registration and approval by the organizer is required for the use of the stand area by a group participant (see Item V of the General Section of the Conditions of Participation). The registration has to be completely filled in and the main exhibitor has to sign it with a legally binding signature and submit it to Koelnmesse by August 11, 2026 at the latest.

Group organizers may only register companies as group participants and admit them to their stand area if they have their registered office in the same country as the group organizer. The acceptance by the group organizer on its stand area of a company that does not have its registered office in the same country as the group organizer constitutes a serious violation of these Conditions of Participation. Koelnmesse is entitled to impose a fine of up to €5,000.00 (depending on the severity of the violation) for each such violation and / or to exclude the group organizer from subsequent events. The stipulations of Item V of the General Section of the Conditions of Participation are not affected.

2.4 Visitors

DMEXCO is a trade fair. DMEXCO is only open to trade visitors. Koelnmesse has the right to charge a fee for admission to DMEXCO.

3 Participation fee and other costs

3.1 Participation Fee

Early Bird fee: €558,10 per m² of floor space.

Regular fee: €593,10 per m² of floor space.

Last Call fee: €642,10 per m² of floor space.

The Early Bird fee is valid until October 10, 2025, the Regular fee applies during the period from October 18, 2025 to August 11, 2026 inclusive and the Last Call fee applies from August 12, 2026.

The participation fee does not include the provision of stand partition walls or other special construction elements. The participation fee covers the provision of the stand area of the exhibition space for the entire duration of the event, including the stipulated construction and dismantling periods; a specific number of exhibitor and construction and dismantling passes — see Item 5.1; the use of all technical and service facilities in the trade fair halls; advice by Koelnmesse GmbH experts on organization, advertising and public relations work for your participation; advertising media for visitor advertising done by your company on its own; and press contact services.

The participation fee will be calculated according to the exact dimensions of the stand area allocated. Hall pillars and other fixed construction elements present in the rented stand area do not constitute grounds for a reduction of the participation fee.

For two-storey trade fair stands, the actual area allotted in the second storey after the technical inspection has been carried out is invoiced at 100 per cent of the participation price (incl. the costs for the digital and marketing package, AUMA fee and the flat-rate energy fee) per m² without stand type fees of floor area.

The minimum stand size for own stand construction is 20 sqm, for modular concept stand 16 sqm.

Please bear in mind that the stand space rental price for own stand constructions does not include any superstructures or floor surfacing and that there are no partition walls (back and side walls) to the neighboring stands.

3.1.1 Digital and Marketing Package

The Digital and Marketing Package is a mandatory component of the participation fee. It costs €176.00/sqm and provides the under point 9 listed services.

3.1.2 Stand Type Fees

Terrace stand:	€0.00/sqm
Corner stand:	€10.00/sqm
Two corner stand:	€15.00/sqm
Island stand:	€20.00/sqm

3.1.3 Flat-rate energy fee

Exhibitors will be charged a proportional flat-rate energy fee of €24.50/sqm of occupied stand area.

3.2 Other costs

3.2.1 AUMA fee

The Association of the German Trade Fair Industry (Ausstellungs- und Messeausschuss der Deutschen Wirtschaft e. V. — AUMA) charges a fee of €0.60/sqm of exhibition space for representing exhibitor interests. Important note: In case of a two-storey construction, this fee of €0.60/sqm of exhibition space will also be charged for the floor space occupied in the upper storey. Koelnmesse will calculate and collect the fees in the name of, and on the account of AUMA. More detailed information is available at www.auma-messen.de.

3.2.2 Additional costs payment for services

The services used by an exhibitor at an event (e.g. electricity and water supplies, stand cleaning etc.) are invoiced after the conclusion of the event. Invoice amounts are payable immediately upon receipt.

3.2.3 Co-Exhibitor fee

Insofar as the inclusion of other companies is permitted on the stand space (see Item V of the General Section of the Conditions of Participation/Item 2.2 of these conditions), a co-exhibitor fee of €1,730.00 per company will be charged. Each main exhibitor who has booked a stand area of 20 sqm is entitled to register one co-exhibitor. For each additional 10 sqm, the main exhibitor can register one additional co-exhibitor.

Each co-exhibitor must be registered via the online registration form. The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

3.2.4 Exhibitor categories in the exhibitor search online

The online entry of the exhibitor categories in the exhibitor search is included in the Digital and Marketing Package and will not be charged separately. The selection of the categories is carried out by the exhibitor on the DMEXCO event platform in the self-service area.

3.2.5 Brand name registration

It is possible to publish online not only the company name but also the brand name(s). Only brand names of which the respective exhibitor is the owner can be published.

The brand name is to be submitted with the online application and costs €900,00 per brand entry. The brand name will also be listed in the list of exhibitors online as well as in the hall plan. In the case of the exhibitor directory, the brand links to the exhibitor profile.

If demanded by the Koelnmesse, proof of the brand rights has to be provided. The exhibitor is responsible for ensuring that the publication of the brand does not breach against any property rights or any other rights of third parties. Should a claim be filed against the Koelnmesse by third parties because their rights are allegedly being violated by the publication of the brand, the exhibitor indemnifies the Koelnmesse from any such liability. It is not possible to cancel the brand name entry free of charge.

3.2.6 Issuance of a new bill

The details you entered on the online registration form concerning the billing

address are binding. There will be a fee for a new bill if it is issued for reasons for which Koelnmesse is not responsible. A flatrate fee of €100.00 will be charged for each new bill.

3.2.7 VAT-added tax

All prices given are net prices. The statutory VAT will be charged additionally where applicable.

3.2.8 VAT added tax identification number

As a rule, Koelnmesse provides exhibitors (proprietors) with a uniform service — a so-called event service — pursuant to Section 3a.4. Par. (2) of the German ordinance on the application of VAT (UStAE). The place of performance for such services is the recipient's headquarters. Koelnmesse will therefore invoice foreign exhibitors (proprietors) according to the reverse charge accounting mechanism without charging any German VAT. Exhibitors from the European Union need to enter their valid VAT identification number in the registration form in order to be considered proprietors. Exhibitors must immediately notify Koelnmesse in writing of any changes to their VAT identification numbers.

3.2.9 VAT refund

If, in exceptional cases, services are not provided as uniform offerings in the sense described above and statutory VAT is charged, foreign exhibitors (proprietors) may receive a refund of the invoiced VAT provided they fulfil the legal requirements.

Further details are available on the Internet at: www.bzst.bund.de.

3.3 Costs in the Event of Non-Participation

3.3.1 Prior to receipt of acceptance/stand area confirmation

A registration that has taken place during the Early Bird period can be cancelled free of charge within this period at any time. The Early Bird period relates to the subsequent event. It begins 4 weeks before and ends 4 weeks after the end of the current event.

Provided that it does not concern an Early Bird registration within the Early Bird period or that this is not permitted by this Special Section of the Conditions of Participation, the following shall apply: Should the supplier revoke its registration before receipt of the acceptance / confirmation, it undertakes to pay a fee in the amount of € 2,500.00

3.3.2 After receipt of acceptance/stand area confirmation

Normally, a withdrawal from the contract after receipt of the acceptance/confirmation is not permitted. The regulation contained in Item II of the General Section of the Conditions of Participation applies. In the event of your non-participation, you must pay compensation. Provided the reserved stand area can be rented to a third party, this compensation amounts to 25% of the participation fee subject, however, to the minimum fee specified in Item 3.3.1. If the exhibitor wishes to reduce the size of the stand area, this regulation applies accordingly to the stand area that becomes free as a result, if the organizer agrees to a reduction in the size of the stand area as an exception.

The costs and deadlines for the stand construction services provided by Koelnmesse can be found in the Koelnmesse Group's General Terms and Conditions for Services and the Koelnmesse Group's Special Terms and Conditions for Services - Stand Construction. These General Terms and Conditions of the Koelnmesse Group are available for download as part of the exhibitor registration process, on the event homepage or via the event's Service Shop.

3.3.3 You shall be entitled to prove that no damages were incurred or that the costs were significantly less extensive than the fee charged.

4 Stand sizes and construction

4.1 Stand Size

The minimum stand size for own stand construction is 20 sqm, for modular concept stand (Plug & Play) 16 sqm.

Please note that hall pillars and other fixed construction elements may be present in the rented stand area. Minor deviations from the requested stand size do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation. Trade fair partition walls for separating the stand area are not automatically provided. If they are needed as stand construction elements, however, they can be ordered for a fee. This fee does not include stand construction. Koelnmesse will erect partition walls only if this is necessary for safety reasons due to the installation of water pipes or electrical systems.

4.2 Responsibility

Stand construction, design and operation must comply with all the regulations that are valid in Germany (including the special construction regulation, the industrial safety law and regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the employers' liability insurance associations in their currently valid versions). All of these provisions apply to the company's own as well as to independent stand designers, decorators, and signwriters and to all persons insofar as they perform activities commissioned by the exhibitor or on the exhibitor's behalf in connection with the construction, design, operation and dismantling of the stand.

The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise construction and dismantling personnel and other persons working on its behalf, in order to ensure that they adhere to the regulations.

The stipulations of the General Section of the Conditions of Participation and the Technical Guidelines are not affected.

4.3 Overall height

The minimum construction height is set at 2.50 m, insofar as this is permitted by the height of the hall ceiling and any existing fixed installations.

Technical and design approval is required for all stands.

Stand construction approval is granted exclusively via the Delegatis digital platform; you will receive access information to the system by e-mail. For approval, the questionnaire stored in the system must be completed in good time, but at least 8 weeks before the start of construction. Any verifiable documents required for approval will be requested in the course of the questionnaire; verifiable documents may include floor plans, elevations and structural sections with all dimensions and - if necessary - a structural calculation; as well as corresponding certificates. If you have any questions about the digital approval system, please contact acceptance@koelnmesse.de. Approvals will not be processed by e-mail.

The rear sides of the stand structures at the stand boundaries to neighboring exhibitors must be white and smooth above a height of 2.50 m.

4.4 Distance from the neighbouring stands

As well as it not being permitted to exceed the construction height of 3 meters on the closed borders of the stand to neighbouring stands, a boundary zone of 1 meters is to be maintained or the written consent of the neighbouring stand has to be presented to Koelnmesse.

4.5 Notice of Approval

Stand construction may not commence until the exhibitor has received a copy bearing Koelnmesse's notice of approval. This notice of approval does not release the exhibitor from the observance of the relevant provisions. It only states that Koelnmesse has no objections in the context of stand design/arrangement. If requested to do so by Koelnmesse, the exhibitor is obliged to immediately submit any additionally required information related to the trade

fair stand. There is no obligation on the part of Koelnmesse to ensure the observance of other provisions. Nevertheless, if an infringement of the relevant provisions is found to have been committed, Koelnmesse can, for this reason, also refuse to issue the notice of approval. Please note that in exceptional cases — on your behalf and on your account — the stand construction documents must be submitted to the responsible authorities for scrutiny. Irrespective of official approvals of the stand, any objections made by Koelnmesse concerning the stand must be immediately responded to. In case of imminent danger, Koelnmesse is entitled to determine at its absolute discretion the measures necessary and have them implemented at the exhibitor's expense.

4.6 Stand Type

The following terms are used for the stand types:

Terrace stand:	One side open
Corner stand:	Two sides open
Two-corner stand:	Three sides open
Island stand:	Four sides open

Deviations from the requested stand shape do not entitle an objection to be made under Item II of the General Section of the Conditions of Participation.

4.7 Construction and Design of the Stands

In line with the understanding of the branch, the priority lies on the ability to communicate and transparency. Exhibitors are asked to take this into account when planning the stand. Hence, the Koelnmesse will not approve stand constructions that do not comply with the concept of an open design construction. Stand structures should be as transparent as possible. No more than 30% of the open sides of the stand may contain closed wall elements. Any closed wall elements that exceed the permitted limit have to be positioned at least 1.00 meters away from the aisle boundaries. The stand must be constructed to comply with the form of the stand confirmed. Your company name and your products/services must be clearly visible on your stand.

The exhibitor has to obtain information on the load capacity of the hall floor and the hall headroom. Only the on-site measurements apply to stand space. Banners and company signs are not permitted to encroach into the aisles. Stand construction will not be carried out unless this service has been ordered and confirmed. The exhibitor is responsible for building stand boundary walls that are at least 2.50 meters high at the closed boundaries of the stand. Any violation of these provisions is a breach of the Terms of Participation (see paragraph 15 of the Terms of Participation). If these requirements are not complied with, Koelnmesse has the right to build stand boundary walls and lay down a floor covering at the exhibitor's expense. In necessary the exhibitor can fall back on the offer of the modular concept stand, which entails the complete construction of a stand for a fixed fee.

You can receive further information on possibilities for advertising here: , Tel. +49 221 821-3998.

Koelnmesse also offers a completely outfitted turnkey stand system. Orders can be placed using the stand construction configurator: <https://koelnmesse.mystand-configurator.de>.

5 Permit (stand space confirmation)

The exhibitor will receive the permit together with a dimensional stand sketch. Please pay particular attention to the number of pillars in the stand space and fire extinguishing device, as this is already noted in the stand space confirmation.

6 Services

In the Koelnmesse Service Shop, you can order the various services such as electricity, water, WiFi, etc. online. If you have any questions, please contact the service team by phone at +49 (0)221 821 3500 or per e-mail: service-

shop@exhibitor.koelnmesse.de

7 Exhibitor-, work and service passes

7.1 Exhibitor Passes

Each exhibitor receives free passes that are valid for the period from the first day on which construction work begins to the final day of dismantling:

- 3 exhibitor passes for a stand up to 20 m²
- 1 exhibitor pass for each further or part unit 10 m² up to 100 m²
- 1 exhibitor pass for each further or part unit 20 m² above 100 m²
- The maximum number of passes free of charge is 150 exhibitors passes.

The exhibitor should order the codes for the passes in the service shop. They must be redeemed online via the event's ticket shop. The passes and travel tickets can only be used via the app of the respective event. The registration in the app must use the same data as used at the ticket shop. Additional codes can also be ordered for a fee from the service shop. The number of codes provided free of charge will be offset against the codes used for access in the final invoice. Should the number of codes you have ordered and used for access exceed the number of codes provided free of charge, you will be invoiced for these codes.

7.2 Work passes

You will also receive free codes that allow people commissioned by you or who work on your behalf to access the exhibition centre in order to construct or dismantle your stand. The passes created using these codes are only valid up to the start and after the end of the event during the stand construction and/or dismantling periods. They do not entitle the holders to enter the grounds during the event. These codes are ordered in the service shop.

- 4 work passes for a stand up to 20 m²
- 1 work pass for each further or part unit 10 m² up to 100 m²
- 1 work pass for each further or part unit 20 m² above 100 m² up to a maximum number of 150 work passes

You will receive the passes digitally with the exhibitor passes.

7.3 Service passes

Exhibitors may order free service passes for service staff during the event (such as baristas, hostesses, etc.). Service passes allow holders to enter fair grounds both during construction and dismantling periods as well as during the event.

Holders of service passes are excluded from networking possibilities and do not receive access to the DMEXCO digital event platform.

Service passes can be ordered for free 4 weeks prior the event via order@dmexco.com.

7.4 Transfer of passes forbidden

Transferring a pass to a third party — whether sold or given free of charge — is not permitted and represents a severe violation of the Conditions of Participation, as stipulated by Item VI of the General Section of the Conditions of Participation.

7.5 Return of Vouchers and Passes

Unused vouchers and passes cannot be returned to Koelnmesse.

8 Rules on selling

In view of the trade nature of the event, direct sales of exhibits or samples from the trade fair stands are not permitted. Furthermore, exhibits may not carry a price tag.

This regulation does not apply to printed matter such as trade publications and specialist journals.

Koelnmesse has the right to carry out checks and, in the event of violations of these conditions, to take suitable measures. Koelnmesse also has the right to

immediately close the stands of any exhibitors who commit such violations. Claims on the part of the exhibitor for damages or refunds are excluded in the event of such measures.

9 Digital- and Marketing services (Marketing Package)

9.1 Scope of obligatory digital and marketing services

- Integration into the digital DMEXCO 2026 and presence on the digital event platform of DMEXCO*
- Lead tracking integrated into the DMEXCO 2026 Event Platform
- Participation in online networking*
- Entry in the DMEXCO 2026 online exhibitor directory**
- Entry in the DMEXCO 2026 online exhibitor search**
- The company profile can be designed to the exhibitors specifications, among them visual assets (logo, header, view of profile, background), information regarding the company and relevant tags, contact details, social media links, downloadable content, management of meeting availabilities and meeting requests, audit and controlling of content performance as well as maintaining team members
- Self-maintenance of product categories (exhibitor categories) for the better searchability and findability (e. g. in the search function)*
- Up to 5 entries within the DMEXCO 2026 digital jobboard with a link to the exhibitor profile*
- Up to 5 product and service entries within DMEXCO 2026 digital offer and presentation of these via a dedicated detail page with product photo and description with a link to the exhibitor's profile*.
- Entry in the hall plan with company name, incl. all brand entries*
- Online ordering of technical services such as power connections, hanging points, etc. via Koelnmesse Service Shop

Support through targeted DMEXCO communication measures:

- Marketing/advertising: National and international positioning of the DMEXCO as the world's leading industry event
- Free online advertising materials for the company's own visitor advertising
- Press contacts via the DMEXCO PR team (upon request)
- Addressing potential industry and marketing decision-makers
- Event PR

* Services also visible to visitors in the mobile app

** Services visible to visitors in the mobile app as well as on the DMEXCO website under online exhibitor search

9.2 Costs for the obligatory digital and marketing services (digital and marketing package)

Use of the marketing services listed under Item 9.1 is mandatory for all represented companies, coexhibitors and other represented companies and costs 176.00€/qm for the listed services. Our official contractual partners will provide you with all order information and documents for the marketing services offered. Please note that your company's participation requires Koelnmesse's approval. Therefore, this approval is also a prerequisite for any offers or order confirmations.

If an exhibitor still has not submitted an order to the official contractual partners by the editorial and advertising deadline, the exhibitor's particulars shall be added to the official fair media, subject to charge, on the basis of the information provided on the respective Online Registration Form. Where possible, registrations and orders received later will also be included in the official fair media. If Koelnmesse receives orders and registrations later than the editorial and advertising deadline, Koelnmesse shall accept no guarantee for provision of any marketing services. In such cases, there shall be no claims recognised, regardless of their nature, but particularly claims for reductions in cost for inclusion in the official media, or claims for damages.

9.3 Special data protection provisions for lead tracking

Use by trade fair visitors is voluntary. Neither the exhibitor, nor Koelnmesse GmbH nor any other third party can require visitors to take part in the Trade Fair App's lead tracking feature and so to pass on their personal data. Koelnmesse GmbH forwards the personal data to third parties only if the visitor first agrees to have their data used in this way. A consent to data transfer has sometimes been given when a visitor has actively agreed to a networking request from an exhibitor via the Trade Fair App or a scan of the

ticket QR code (e.g. at the exhibitor's trade fair stand).

In addition, the exhibitor is obliged in individual cases to delete the personal data that it has received as a result of lead tracking if it is requested to do so by Koelnmesse GmbH or the visitor in question. Koelnmesse GmbH is not liable for the accuracy and completeness of the visitor registration data.

The exhibitor may only forward the personal data received as a result of lead tracking to third parties if and to the extent that the exhibitor has received express consent from the respective visitor. The exhibitor also undertakes to use the personal data received as a result of lead tracking only in accordance with the legal regulations, especially those relating to data protection, and only for the exhibitor's own purposes. In this respect, the exhibitor shall exempt Koelnmesse GmbH from all claims by third parties.

9.4 Responsibility/release of Koelnmesse from liability

Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany, is the publisher of the official trade fair media. Koelnmesse may assign the practical implementation of the advertising to a third party company. Advertisers are responsible for the content of their advertisements and entries and are liable for any damages related thereto. The regulations regarding liability in the General section of the Conditions of Participation apply with regard to any liability on the part of Koelnmesse.

Koelnmesse GmbH is not liable for damage to property and persons caused by the use of the Trade Fair App for the lead tracking service unless it can be proved that Koelnmesse GmbH acted deliberately or with gross negligence. Liability is limited to foreseeable damages. The use of the Trade Fair App for utilizing the lead tracking service is at the user's own risk. Although Koelnmesse strives to provide correct information, it does not guarantee the currency, accuracy and completeness of the supplied information nor is it liable for such.

Koelnmesse assumes no responsibility for the technical availability of the services offered. Warranty or damage claims of all kinds are excluded if the technology breaks down or malfunctions in some other way. In particular, maintenance, security and capacity-related issues as well as events over which Koelnmesse has no control (e.g. disturbances of the public communication networks, power outages etc.) can lead to brief disruptions or a temporary suspension of the services. Koelnmesse does not guarantee that the web pages will be accessible at all times and that participants can call them up flawlessly and without encountering incorrect content or technical difficulties. Koelnmesse is not liable for incorrect information that is produced or disseminated by participants and/or third parties (including cooperation partners) and that is related to the ordering of admission tickets and catalogues for trade fairs and exhibitions of the Koelnmesse Group on the Internet. Koelnmesse is especially not liable for e-mails or data entries that the system fails to accept and/or receive because they do not conform to the stipulations of these Conditions of Participation or to the website's technical requirements.

Koelnmesse is not liable for the offers made by third parties, especially not if they are related to the use of the lead tracking service.

Koelnmesse does not guarantee that all links and references to external content that are found during the use of the lead tracking service are correct or complete.

10 Commercial property rights

Koelnmesse does not want any exhibitors who in the process of producing, disseminating, selling, owning or advertising their products violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense.

If a final court decision has determined res judicata that an exhibitor in connection with one of Koelnmesse's events has violated laws of the kind mentioned in paragraph 1, Koelnmesse is entitled to bar that exhibitor from the next event of this kind after the res judicata court decision if there is sufficient suspicion that the exhibitor will again and repeatedly violate laws

for the protection of intellectual property or commercial property rights.

You can find more information in the [No Copy! brochure](#).

11 Non-permissible advertising/Violations of the Conditions of Participation

Only the advertising opportunities offered in the advertising booklet are permissible outside of the rented stand space. So-called "walking acts" and promotion teams outside of the stand, body-painting, performers, scantily dressed hostesses as well as advertising of an ideological and political nature are prohibited. The Federal Association of the Digital Industry e.V., the industry partner of the organizers, is exclusively reserved the right to organize tours of the DMEXCO (Guided Tours). The exhibitor bears responsibility for the legality of competitions, raffles etc. For each such violation the Koelnmesse is entitled to impose a penalty for breach of contract of up to €5,000.00 depending on the severity of the violation and/or to exclude the exhibitor from subsequent events.

11.1 In order to ensure that the overall character of the event is safeguarded and the exhibitors and visitors are protected from irritating or illegal activities, the following advertising measures in particular are forbidden:

- Exceeding the binding specified overall height;
- Advertising activities outside the rented stand area without the prior written permission of Koelnmesse;
- Advertising of an ideological or political nature.

The exhibitor bears responsibility for the legality of competitions, raffles etc.

11.2 In the event of severe violations of the Conditions of Participation, Koelnmesse may immediately close your stand and clear it without resorting to legal assistance. Claims of all kinds — especially claims for damages — are excluded in these cases.

11.3 Dismantling the trade fair stand and / or the exhibits before the official end of the event represents a serious breach of the Conditions of Participation. In the event of any violation of this condition, Koelnmesse is entitled to impose a fine of up to €5,000.00 (depending on the severity of the violation) for each such violation and / or to exclude the exhibitor from subsequent events.

12 WiFi operation

By booking internet connection in the Koelnmesse-Service-Shop a preconfigured WiFi is included. Dedicated exhibitor WiFi networks and routers are not allowed to be used. Operating a WiFi without registering it previously with the Koelnmesse or any unauthorized changes or disregarding the WiFi installation parameters predefined by the Koelnmesse can be punished with a penalty for breach of contract of up to €5,000.00. In the event of a repeated violation the Koelnmesse is entitled to forbid the exhibitor from operating a WLAN at his stand and/or to exclude the exhibitor from the event. The use of terminals capable for 5 GHz ("high quality") is strongly recommended. In cases where exhibitors using terminals solely capable for 2.4 GHz frequency range experience a failure of service, no claims for damages may be made against Koelnmesse.

13 Stand parties

The holding of so-called stand parties (gathering on the exhibitor's stand area by employees of an exhibitor or employees of an exhibitor with visitors invited by said employees) outside the opening times for visitors is only permissible with prior registration and authorization by Koelnmesse by means of the process established for this purpose.

14 Early clearing of the trade fair stand

The stand must be occupied and staffed for the entire duration of the event (see Item III, Par. 2 of the General Section of the Conditions of Participation). The dismantling of the trade fair stand may not begin before the end of the

event (cf. Item 1.3.2 of these Conditions of Participation). The stand may not be cleared either wholly or in part, nor may products be packed up, before the end of the event. Clearing the stand before the end of DMEXCO constitutes a serious violation of these Conditions of Participation. In every case of such a violation, Koelnmesse has the right to charge a fixed penalty in an amount proportional to the severity of the violation, up to a maximum of €5,000.00 and/or exclude the exhibitor from subsequent events.

15 Violations of the conditions of participation and technical guidelines

In the event of severe violations of the Conditions of Participation, Koelnmesse is entitled to impose a penalty for breach of contract of up to €5,000.00 depending on the severity of the violation and/or to exclude the exhibitor from subsequent events. Claims of all kinds – especially claims for damages – are excluded in this case.

16 Formal requirements

All declarations must be made in text form.

17 Severability clause

Should individual or several provisions of these conditions be or become invalid in whole or in part, the validity of the remaining provisions and of the contract as a whole shall not be affected. The parties will conduct negotiations in good faith to replace the invalid provisions with valid provisions that come as close as possible to fulfilling the business purpose of the invalid provisions.

Should the invalidity of a provision have arisen from a specific figure given therein with regard to performance or time (deadline or date), the nearest legally permissible figure shall replace the invalid one in the provision.

18 General section of the Conditions of Participation, Technical Guidelines

The stipulations of the General Section of the Conditions of Participation and the Technical Guidelines are not affected.

Last amended: July 2025