

DIGITAL MARKETING

EXPO & CONFERENCE



2018

Start-up Village

PRESENTING
THE FUTURE

Application Form



DM ■
EXCO
● 18

September 12 & 13, 2018, Cologne

Organizer



Ideational and professional partner,
owner of the DMEXCO trademark



With particular collaboration





Start-up Village Application Form

Koelnmesse GmbH
DMEXCO digital marketing expo & conference
Messeplatz 1
50679 Köln

0 6 2 0

Customer No. will be filled by DMEXCO

F +49 221 821 99 13 33
j.garnefeld@dmexco.de

Exhibitor details

Please note: The fields marked* will be integrated into the DMEXCO Exhibitor Portal as the company's contact data. Please fill out all boxes.

Company name incl. legal form* (e.g. Ltd., Inc. PLC)

Street*

Postcode, town, country*

Phone*

Fax*

Homepage*

E-Mail*

VAT Reg. No (Required information for companies from EU countries)

PO Number

German English

Language of correspondence

Managing Director / Owner

E-Mail Managing Director / Owner

Exhibitor categories: Your registration is only valid if you state the respective exhibitor category / categories!

Please tick the desired exhibitor category/categories on page 3 of this registration and please note that only the listed exhibitor categories are valid for the event. The Marketing Package includes two mentions. In your capacity as a main exhibitor you will be charged €50.00/ category for each further selection.

Brand name entry

Additionally, the following brand names of the company are to be listed online in the DMEXCO Exhibitor Portal and in the DMEXCO Guide.
The fee per brand name entry is €750.00.

Brand name entry 1

Brand name entry 2

Brand name entry 3



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Contact person for the event

If correspondence should be sent to address other than the one of the main exhibitor please enter below:

Company name incl. legal form

Street

Postcode, town, country

Mr. Ms./Mrs. Forename, surname

Position

Phone

Fax

E-Mail

German English

Language of correspondence

Invoice address

If invoice should be charged to address other than the one of the main exhibitor please enter below:

Company name incl. legal form

Street

Postcode, town, country

PO Number

Phone

Fax

E-Mail

German English

Language of correspondence

Please note: The registered company will be obliged to settle the invoice if the recipient of the invoice fails to effect payment. The invoice address provided by you is binding. Subsequent amendments are subject to a charge of €300.00 per amendment (see clause 3.2.6 of the Special Terms of Participation).



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Company in Three #s

Please tell us three keywords that your Start-up stands for. These hashtags will be displayed in the Exhibitor Search and on site at your unit. Use the hashtags to describe your services.

#1

#2

#3

Short Company Description – Max. 200 Characters incl. Blank Spaces.

(Please note that this text will be published!)

Number of employees

Date of company foundation

Our target / sales markets are:

Please tick the target / sales markets, in which your company is active.

Africa

- South Africa
 West Africa
 East Africa
 North Africa

The Americas

- USA
 Canada
 Mexico
 Colombia
 Brazil
 Others Central America
 Others South America

Asia

- China
 Japan
 South East Asia
 India
 Middle East

Europe

- Western Europe
 Northern Europe
 Southern Europe
 Russia
 Turkey
 Others Eastern Europe

Oceania

- Australia
 New Zealand
 Others Oceania

Exhibitor categories: The registration is only valid if you state the respective exhibitor category/categories!

Please check the exhibitor categories in which your company and – if indicated – your brand/brands is/are active and underline your company's specialty. The marketing package includes two mentions. In your capacity as a main exhibitor you will be charged 50.00 Euro/category for each further selection.

- | | | | | | |
|---|---|---|--|---|---|
| <input type="checkbox"/> AD Networks, Vertical Networks, AD Exchanges | <input type="checkbox"/> Automotive Marketing | <input type="checkbox"/> Domain Trading | <input type="checkbox"/> IOT (Internet of Things) | <input type="checkbox"/> Performance Marketing | <input type="checkbox"/> TV-, Video-, Streaming-, IPTV-, WebTV-Werbung-/ Platform |
| <input type="checkbox"/> AD-Serving, Tracking | <input type="checkbox"/> CRM / Database | <input type="checkbox"/> Healthcare-Marketing | <input type="checkbox"/> Multi-Channel-Marketing, Dialog-Marketing, Direct-Marketing | <input type="checkbox"/> Permission / E-mail / Newsletter Marketing | <input type="checkbox"/> Web Design / Usability |
| <input type="checkbox"/> AD Trading | <input type="checkbox"/> Digital Content | <input type="checkbox"/> Hybrid-TV / Smart-TV | <input type="checkbox"/> Online Audio / Audio Digital | <input type="checkbox"/> Portals | |
| <input type="checkbox"/> Affiliate Marketing | <input type="checkbox"/> Digital Creativity (Creation) / Digital Concepts | <input type="checkbox"/> In-Game Advertising, Online-Gaming | <input type="checkbox"/> Online Audio Advertising | <input type="checkbox"/> Social | |
| <input type="checkbox"/> Agencies | <input type="checkbox"/> E-Business / E-Commerce | <input type="checkbox"/> Market Research | <input type="checkbox"/> Online Marketing | <input type="checkbox"/> Search Engine Marketing | |
| <input type="checkbox"/> Broadcasting | <input type="checkbox"/> E-Couponing | <input type="checkbox"/> Mobile | | <input type="checkbox"/> Targeting | |

Please note: Companies who are direct competitors to the Koelnmesse GmbH, are not eligible for participation. This particularly applies for companies that organize trade fairs, exhibitions, congresses and similar events.



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We Hereby Order

- Start-up Village Superhero Package, total price €2,490.00* – according to page 8 of the Start-up Village Booklet
- Start-up Village Hero Package, total price €1,990.00* – according to page 9 of the Start-up Village Booklet
- Listing of logo on the Start-up Village wall, total price €190.00* – according to page 10 of the Start-up Village Booklet

*Additional costs: All prices are excluding VAT

Signature:

By signing and returning the Application for Start-up Village (4 pages), we acknowledge that the General and the Special Conditions of Participation of Koelnmesse GmbH as well as the Technical Guidelines are binding for our company.

Please note: You will find our data protection notice on the following pages.

- I hereby give my permission for my E-Mail address to be transmitted to the conceptual sponsor of DMEXCO, BVDW e.V., and to BVDW Services GmbH, Berliner Allee 57, 40212 Düsseldorf, and for these entities to use my E-Mail address to directly send me information about the association's offers and other events in the future as well. I can cancel the use of my E-Mail address at any time by clicking on the link "Cancel" in any newsletter or by sending an E-Mail to info@bvdw.org.

City, Date

Company name in block letters, stamp, legally binding signature



Conditions of Participation

Special Section

1. Organizer, Event, Venue and Dates, Visitor Admission

DMEXCO – digital marketing exposition & conference is being organized by Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany. The associated Federation is the Federal Association of the Digital Industry (BVDW) e.V., Berliner Allee 57, 40212 Düsseldorf. The event will be held at the Cologne Exhibition Grounds from Wednesday, September 12, 2018 to Thursday, September 13, 2018.

1.2 Opening times

1.2.1 Exhibitors

| | |
|---------------|------------|
| Wed., Sept 12 | 7:30–19:30 |
| Thu., Sept 13 | 7:30–18:30 |

1.2.2 Visitors

| | |
|---------------|------------|
| Wed., Sept 12 | 9:00–18:30 |
| Thu., Sept 13 | 9:00–17:30 |

1.3 Stand Construction and Dismantling

1.3.1 Stand construction

Construction period begins: Sunday, September 09, 2018, 8:00. Construction period ends: Wednesday, September 12, 2018, 7:00. The halls will be open around the clock during the construction period.

Work that produces large amounts of dust must cease by 18:00 on Tuesday, September 11, 2018. All of the aisles must be completely cleared by 18:00 on Tuesday, September 11, 2018 so that the carpeting can be laid without any problems.

After obtaining prior permission preponed assembly is possible from 8.00 a.m. onwards on Friday, September 07, 2018. Special permission can be obtained for a fee at exhibitor@dmexco.de.

Early stand construction must be registered with the Koelnmesse team by Wednesday, August 22, 2018.

From Friday, September 07, 2018: €1,600.00

From Saturday, September 08, 2018: €800.00

All construction vehicles are allowed to enter exhibition grounds on the last construction day September 12, 2017 until 17:00. Please note subparagraph 15 of these conditions.

1.3.2 Dismantling

Start: Thursday, Sept 13, 2018 from 17:30 onwards
 Finish: Friday, Sept 14, 2018 at midnight
 Dismantling of the exhibition stand and the goods

presentation may not begin before the end of the event at 17:00 on September 13, 2018 (see item 14 of these conditions). Admission for dismantling personnel from: 17:00. Trucks will be permitted to enter from: 19:30. After obtaining prior permission extended dismantling is possible until Saturday, September 15, 2018, midnight. Special permission can be obtained for a fee at exhibitor@dmexco.de.

Cost per exhibition space for the extended dismantling period: €800.00.

The halls are open 24 hours a day during the dismantling period. Please note subparagraph 15 of these conditions.

2. Eligibility to Participate

2.1 Exhibitors

Only manufacturers and services providers who are entered in the trade register with products and services relating to the theme of the event will be granted permission to exhibit at the DMEXCO. These themes are listed on form 1.10 and 1.20 under the rubric “Exhibitor Categories”, Koelnmesse also requires that proof of the nature of the manufacturer’s business or of the activities as the manufacturer’s sales company or importer be submitted in appropriate form on demand. Decisions on company admissions, eligible products and the location of exhibitor stands will be made by Koelnmesse. In the event of a rejection, the exhibitor will receive a separate letter. All exhibited products and services must correspond to the focus of the event. See the exhibitor categories in form 1.10 (Registration for Main Exhibitor) and 1.20 (Registration for Co-Exhibitor). Products and services that do not correspond to the list of products and used products may not be exhibited or offered. Companies, who are direct competitors to the Koelnmesse GmbH, are not eligible for participation. This particularly applies for companies that organize trade fairs, exhibitions, congresses and similar events.

2.2 Co-Exhibitors

The participation of co-exhibitors at DMEXCO is possible. A special application and an 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).

2.3 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

We will grant an Early Bird discount of €14.09 on the net stand space rental price €281.90/sqm for bookings made by December 15, 2017.

3.1 Participation Fee

The participation fee comprises of stand space rental price, Marketing Package, possible stand type surcharge and possible costs for a modular concept stand. The participation fee will be calculated according to the dimensions of the stand area allocated. Hall pillars and other fixed construction elements present in the rented stand area do not provide grounds for a reduction in the participation fee. For two-storey exhibition stands, the actual allotted area in the upper storey following the technical inspection is calculated at 100% of the price per sqm of floor area, plus Marketing Package, AUMA fee and energy cost.

3.1.1 Stand Space Rental Price

The stand space rental price includes the rent for the exhibition space for the entire duration of the event including the stipulated assembly and dismantling times, consultation and supervision by the organizers in the run-up to and during the event, the use of technical equipment and service facilities in the exhibition halls as well as advice on all organization issues, advertising and PR work regarding the event participation.

Stand space for own stand construction: €281.90/sqm
Minimum size: 20 sqm
Early Bird price until Dec 15, 2017: €267.81/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.

Stand space with a modular concept stand: €421.90/sqm
Minimum size: 16 sqm
Early Bird price until Dec 15, 2017: €407.81/sqm

3.1.2 Marketing Package

The Marketing Package is a mandatory component of the participation fee. It costs €100.00/sqm and provides the following services:

Exhibitor passes

Please see paragraph 7 of this Special Conditions of Participation.

Participation in the visitor invitation management process:

- Access to the online visitor database (contacts of the forwardable visitor data)

Use of the exhibitor online tool per login:

- Entry in the exhibitor catalog (online)
- Exhibitor catalog online incl. posting news items for visitors and press
- Personalized registration of exhibiting staff
- Online ordering of technical services such as power connections, suspension points, etc.

Support in the form of the targeted communications measures of the DMEXCO:

- Entry in the DMEXCO Guide including a company description, URL, hall and stand number
- Entry in the hall plan with the company's name and stand number
- Marketing/advertising: National and international positioning of the DMEXCO as the world's leading industry event
- Provision of free online advertising material for the company's own visitor promotion
- Provision of press contacts via the DMEXCO PR agency (on request!)
- Addressing potential industry and marketing decision-makers
- Event PR

3.1.3 Further Exhibitor Database in the DMEXCO Guide and in the online Exhibitor Database

Two exhibitor categories are included in the Marketing Package. Further entries can be ordered for the price of €50.00 each per exhibitor category. The subcategory will be listed together with the respective main category in the DMEXCO Guide and in the online exhibitor database.

3.1.4 Stand Type Fees

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

3.2 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 Energy Costs

Exhibitors will be charged a proportional flat-rate energy fee of €10.00/sqm of occupied stand area.

3.2.3 Down Payment for Services

Koelnmesse is entitled to collect an adequate down payment for the services provided at an event — e.g. electricity and water supplies, media services etc. The amount of the down payment for services is based on the services invoiced at the previous event. For exhibitors that did not take part in the previous event, the down payment amounts to €47.00/sqm. Following the event, a separate invoice will be drawn up for the services provided; the down payment will be credited to this amount. Invoice amounts are payable immediately upon receipt. If the down payment exceeds the amount charged for services provided, the excess amount will be paid back to the exhibitor. Exhibitors are not entitled to have interest paid on their down payment.

3.2.4 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 €750.00 per company will be charged. Each co-exhibitor has to be registered using form 1.20. The co-exhibitor is also granted access to the exhibitor online tool and is thus also given the opportunity to take advantage of all of the functions of the Marketing Package. The co-exhibitor fee remains payable should the co-exhibitor not participate in the event.

3.2.5 Fee of Entry of a Brand Name

It is possible to publish the brand name(s) beside the company name in the DMEXCO Guide and online. The brand name is linked to the exhibitor profile. Only brand names can be published if the exhibitor is the owner of the respective trademark rights. A fee of €750.00 will be charged per brand name entry. For the brand name entry, the exhibitor will receive access to the online tool for exhibitors and will thus have the opportunity to use all the functions of the Marketing Package. The brand name must be registered by using form 1.10. 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 have filled in on form 1.10 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 €300.00 will be charged for each new bill.

3.2.7 VAT

All prices given are net prices. The legal VAT will be charged separately where applicable.

3.2.8 VAT Registration Number

As a rule, Koelnmesse provides exhibitors (proprietors) with a uniform service – a so-called event service – in accordance with Art. 3a.4., Par. (2) of the German ordinance on the application of the VAT (UStAE). The place of performance for such services is the recipient's head-quarters. 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 entrepreneurs. Exhibitors must immediately notify Koelnmesse of any changes to their VAT identification numbers.

3.2.9 Reimbursement of VAT

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

If the application to participate has been sent before September 14, 2017, the exhibitor can withdraw the application to participate before receiving the acceptance/stand area confirmation within 14 days. If the application is submitted after September 14, 2017, the exhibitor cannot normally withdraw from the contract. The same conditions as to Item 3.3.2 of Conditions of Participation – Special Section apply.

3.3.2 After Receipt of Acceptance/Stand Area Confirmation

The exhibitor cannot normally withdraw from the contract after receiving the admission / stand area confirmation. The organizer can by way of exception agree to release the contract partner from the obligations of the contract if the stand space that is to become available can be otherwise resold. In this case, the organizer has the right to charge a compensation fee amounting to 25% of the full cost of participation, but no less than €2,500.00 without having to provide any documentation to the contract partner. This also applies to any requests for a reduction of the size of the exhibition space. The regulations contained in Item II of the General Section of the Conditions of Participation apply.



3.3.2.1 Stand Construction by Koelnmesse

If modular concept stand construction was ordered from Koelnmesse and the exhibitor wishes to cancel the concept stand construction this needs to be done at least six weeks before the stand construction period officially begins. The date on which Koelnmesse receives the exhibitor's declaration is the criterion for determining if the deadline has been met. For cancellations received after the deadline, Koelnmesse is entitled to charge a flat-rate fee for the costs incurred. These costs amount to 30% of the agreed fee in the event of a cancellation within 4–6 weeks prior to the start of construction, 50% of the agreed fee in the event of a cancellation within 2–4 weeks prior to the start of construction, and 100% of the agreed fee in the event of a cancellation at a later time or during the construction of the stand. The agreed fee has to be paid in full for individually crafted or purchased components and graphics. Modular concept stands will be allocated within a by Koelnmesse determined area. A cancellation of the modular concept stand construction implies a new allocation.

4. Stand Sizes and Construction

4.1 Stand Size

The minimum stand size for modular concept stands is 16 sqm and the minimum size for own stand constructions is 20 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. This fee does not include stand construction.

Koelnmesse will set up partition walls only if this is necessary for safety reasons due to the installation of water pipes or electrical systems.

4.2 Responsibility

The construction, design and operation of the stand must adhere to all regulations that are valid in Germany (including the regulations of the Sonderbauverordnung, the Arbeitsschutzgesetz (industrial safety law), the industrial safety regulations, the DIN and EN standards, the VDE regulations, and the accident prevention regulations of the professional associations in the currently valid versions). All these provisions apply to both the company's own as well as to independent stand designers, decorators, and sign writers and to all persons, in as far as they perform activities as commissioned by the exhibitor or on the exhibitor's behalf in connection with the construction, dismantling, design and operation of the stand. The exhibitor is responsible for ensuring that all regulations are complied with. The exhibitor must supervise construction personnel and other persons

working on their behalf 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 Maximum Stand Height

The maximum permissible stand height is set at 3.00 m, insofar as this is permitted by the hall ceiling and any fixed structures that may be present. As long as the technical guidelines are observed when designing and erecting stands, there is no need to submit drawings for one-storey stands that do not exceed the permitted height for technical approval. For all stands it is however obligatory to submit drawings for the design approval of the DMEXCO Team. Floor plans, elevation views and constructive design with all the respective dimensions and on a scale have to be sent via E-Mail to the DMEXCO Team (exhibitor@dmexco.de). All stand elements and constructions over 3 m in height up to a maximum height of 7 m require approval. The back walls of the stand constructions which border on neighbouring stands have to be white and clean if they are above 2.50 m. The maximum construction height includes all construction elements, advertising media, lighting-, truss systems etc. All other stands and designs must be approved, particularly if the stand features special structures or meeting areas, or static calculations are required. Plans must be submitted in duplicate for approval by Koelnmesse in good time before the work is carried out, and at least 6 weeks before the event commences.

These documents, which can be scrutinized, consist of ground plans, views and design cross sections with all measurements.

4.4 Distance from the Neighboring Stands

As well as it not being permitted to exceed the construction height of 3 m on the closed borders of the stand to neighbouring stands, a boundary zone of 2 m is to be maintained or the written consent of the neighbouring stand has to be presented to the Koelnmesse.

4.5 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. All design elements, including suspended advertising banners etc., require prior permission. Two-storey constructions are permitted. If requested to do so by Koelnmesse, the exhibitor is obliged to submit any additionally required information relating to the stand immediately.

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. Herewith Koelnmesse informs the exhibitor of the fact that in exceptional cases —



on the exhibitors request and 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 responded to immediately. 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 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. Against this background, a maximum of only 30% of each open stand perimeters are allowed to be covered with closed wall elements. Any closed wall elements that exceed the permitted limit have to be positioned at least 2.00 m away from the aisle boundaries. The stand must be constructed to comply with the form of the stand confirmed. 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 m high at the closed boundaries of the stand and for laying a floor covering. 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.

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

Once the permit/stand space confirmation has been issued, the exhibitor will receive the access data for Koelnmesse Service Portal (KSP) from Koelnmesse. In the KSP the exhibitor will be able to directly order the different services rendered online such as electricity, water, suspension points, etc. In case of further queries, please do not hesitate to contact the KSP Team on +49-221-821-3666.

7. Exhibitor and Work Passes

7.1 Exhibitor Passes

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

- Four passes for a stand up to and including 16 sqm in size,
- Five passes for a stand up to and including 20 sqm in size,
- Three passes for each additional 10 sqm or part thereof,
- For each co-exhibitor two passes free of charge

The vouchers for the passes are sent via E-Mail and can be swapped for an exhibitor pass in the Exhibitor Portal. Additional vouchers for exhibitor passes for stand personnel can be requested from Koelnmesse with costs. Details can be found on the corresponding order form.

7.2 Voucher Codes for Visitor Tickets

A limited number of voucher codes for visitor tickets can be ordered from €83.19 on in the Exhibitor Portal. After the DMEXCO exhibitors will receive an invoice in the amount of the used voucher codes.

7.3 Transmissibility

Exhibitor passes are for specific individuals and are non-transferable. 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, in accordance with Item VI of the General Section of the Conditions of Participation.

7.4 Return of Vouchers and Passes

Unused vouchers and passes cannot be returned to Koelnmesse.



8. Rules on Selling

In view of the specialist nature of the event, direct sales of exhibits or samples from the booths are not permitted. Furthermore, exhibits may not carry a price tag. 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. Responsibility/Release of Koelnmesse from Liability

Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany, has been commissioned to create the DMEXCO Guide. In turn, the company is authorized to assign the production of the catalogue and the publishing of the advertisements to a third party company.

Customers are responsible for the content of their advertisements and entries and are liable for any damages related thereto. Koelnmesse is not liable for printing errors, incorrect placement, mistakes and other gaps or faults in the printing.

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.

11. Advertising Opportunities/ Non-Permissible Advertising

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.

12. WiFi Operation

By booking internet connection in the Koelnmesse-Service-Portal 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

Koelnmesse has to be informed in advance about stand parties. The event is not allowed to begin before the show officially ends (18:30) and has to finish and the stand has to be vacated by 20:30 at the latest. Musical performances are not allowed before 18:30 and the noise level must not exceed 70 dB(A). A violation can be punished with a penalty for breach of contract of up to €5,000.00. Moreover, Koelnmesse reserves itself the right to exclude the exhibitor from the next event in the case of a repeated violation.

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. Requirement for a written Document

All explanations must be specified in writing.

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 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.

Status: August, 2017



Conditions of Participation

General Section

I. Application

1. To indicate your intention to take part in the event, you must return to us a completely filled in form with your legally binding signature (Registration).
2. By signing and returning the form, you acknowledge that the General and the Special Sections of the Conditions of Participation and the Technical Guidelines are binding for your company as part of the contract. You can download the Technical Guidelines from the event's website or from www.koelnmesse-service-portal.com. You also always have the option of requesting the Technical Guidelines in printed form or on CD-ROM. Within the framework of the fulfilment of contractual duties, the event organizer will process and use the information provided in this form via an automated procedure that takes the regulations stipulated under the Federal Data Protection Law of the Federal Republic of Germany into account.
3. The registration shall be regarded as legally binding on your part, irrespective of admission; no conditions or reservations may be appended to the aforesaid registration. Requests for stands at specific locations, in particular, do not represent conditions for participation.
2. The contract comes into effect at the latest upon receipt of the admission (by post, fax or other electronic means of transmission), which is valid without a signature. Should the content of the confirmation of acceptance differ substantially from that of your application, then the contract shall be concluded under the terms of acceptance if you do not lodge a written objection within 2 weeks of receipt of confirmation of acceptance. The same shall apply, if it is necessary to postpone the event or to transfer the event to another location, and the change is deemed to be reasonable with respect to yourself; in this case, the corresponding notification of change from the organizer shall supersede the admission. The acceptance only applies to the respective event, the company applying and referred to in the acceptance letter, and its registered products and services. Products and services which do not conform to the list of products may not be exhibited or offered at the trade fair.
3. The organizer allocates stand space on the basis of which exhibition theme at the event your registered products belong to. There is no right to claim the allocation of stand space in a certain form, in a certain size, in a certain hall or in a certain hall area. Deviations from the requested form or placement of the stand do not provide grounds for an objection to be made under Item II, Paragraph 2 of the General Section of the Conditions of Participation.

II. Acceptance/Transfer of Stand Space

1. The organizer shall accept your application in accordance with the conditions which apply to all participants (acceptance/stand area confirmation). There is no legal claim to acceptance. If the number of registration forms complying with the requirement profile and received by the organizer prior to the expiration of the registration period exceeds the number of available exhibition spaces, the organizer shall have the right to make a discretionary decision regarding the admission of registrants to the exhibition. Your company may be disqualified from admission to the exhibition if you failed to fulfil your financial obligations to the organizer at any time, or if you failed to fulfil such financial obligations within the prescribed period of time.
4. In special cases for important reasons, the organizer is entitled to subsequently allocate you stand space other than stated in the confirmation of acceptance, to change the size and dimensions of your stand space, to relocate or close entrances or exits and to undertake structural changes in the exhibition halls without claims arising on your part. In the event of a reduction in stand space size, you will be credited with the difference arising from the correspondingly lower participation fee. You will be notified without undue delay if the stand space becomes unavailable due to reasons which are beyond the organizer's control. In this case, you will be entitled to a reimbursement of the participation fee. Any further claims for damages, which will exceed the aforementioned reimbursement, shall be excluded in these cases.



5. Any complaints on your part must be submitted in writing immediately or at the latest while the event is in progress; complaints submitted at a later date cannot be considered.
6. The organizer is entitled to revoke the acceptance if it was granted on the basis of incorrect statements or if the company fails to meet the conditions of participation after the acceptance was granted. The organizer shall have the right to rescind the contract, if there is a substantial reason or good cause. Such substantial reason exists, in particular, if an application for opening insolvency proceedings against your assets has been made, such an application has been dismissed due to lack of funds, or insolvency proceedings have commenced. You must inform the organizer of this immediately.
7. Prior to receipt of acceptance/stand area confirmation, revocation of registration shall only be possible if permitted by the Special Section of the Conditions of Participation. In this event, a fee specified in the Special Section of the Conditions of Participation shall be paid.
8. Following receipt of acceptance/stand area confirmation, in general, revocation is no longer possible. The organizer can agree to the request for release from the contract in exceptional cases if the stand space no longer required can be assigned to another exhibitor against payment. In this instance, the organizer is entitled to demand general reimbursement of the costs incurred corresponding to 25% of the participation fee without providing proof, unless otherwise specified in the Special Section of the Conditions of Participation. If the stand area cannot be assigned to a third party against payment, the contract remains in force and the participation fee must be paid in full. If the Special Section of the Conditions of Participation stipulate that you must purchase a Visitor Promotion Package, the specified price has to be paid in the event that you withdraw from the contract and admission ticket vouchers have been provided. Liability for catalogue costs, stand construction costs and other costs, which in particular, have been incurred as a result of a claim by a third party or of services rendered, is not affected.
You shall have the right to provide proof that a damage or loss has not been incurred or that the extent of the damage or loss incurred is considerably less. Occupation of a space which becomes available in the form of an exchange of stand areas by a participant who has already been approved and allotted a space for the event does not represent an alternate assignment of the stand area against payment. 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.

9. The following cases will fall solely within your scope of risk as exhibitor:
 - A) If the products which you have stipulated for the presentation cannot be introduced at the venue of the event due to the legal requirements prevailing there or due to other reasons, or
 - B) If such products do not arrive in due time, do not arrive undamaged or do not arrive at the venue of the event at all – e.g. as a result of any loss, delay in transport or customs, etc. – or
 - C) If your journey, the journey of your employees or your stand or installation personnel should be delayed or should become impossible – e.g. because a visa is not granted.

You will remain under obligation to pay all the charges agreed upon.
10. Event-related regulations are detailed in the Special Section of the Conditions of Participation.

III. Construction, Arrangement and Operation of 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 statutory provisions of the Federal Republic of Germany as well as the regulations of this General Section and the Special Section of the Conditions of Participation and the Technical Guidelines. This also applies to the persons working on behalf of the exhibitor, who must be supervised to ensure that they adhere to the regulations.
2. 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, particularly the installation of electricity, water and safety devices, the recruitment of local auxiliary personnel etc., can be ordered via the Koelnmesse-Service-Portal (KSP) by means of special order forms against a separate charge. Orders placed by third parties (in particular by stand construction companies) in connection with the construction and design of stand areas are considered to have been commissioned by the exhibitor and at the exhibitor's expense.



4. For the duration of the event the stands must be staffed by personnel and display the products specified in the application and confirmation of acceptance. Vacating the stand prior to the end of the event represents a serious breach of these Conditions of Participation and shall entitle the organizer to assert damage claims and exclude your company from future participation in Koelnmesse Group events.
5. Products and services may only be presented in the stand area listed in the acceptance/stand confirmation. 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 must be complied with during the presentation and sale of products and services. Products that are not intended or approved for sale worldwide must bear a corresponding note or country-specific label.
7. The organizer is entitled to demand that you remove products from your stand that do not correspond to the List of Goods, the presentation of which does not conform with the legal stipulations of the Federal Republic of Germany, or, which through their odour, noises, other emissions or appearance, could constitute a considerable disruption to the operation of the event or put the safety of exhibitors and visitors at risk.

IV. Participation Fee and other Costs/Terms of Payment/ Scope of the Standardized Event Services

1. The participation fee for the standardized event services covers the rental of the stand area for the entire 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 work 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, provision

of advertising materials for the exhibitors' own communications measures, 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 the list of exhibitors. This is obligatory for each exhibitor, Co-exhibitor, group participant and additionally represented company. Please note the corresponding regulations of the Special Section of the Conditions of Participation. The organizer has the right to request additional payment for certain listed services.

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 costs will be calculated on the basis of the dimensions of the allocated stand space and according to the rates specified in the Special Section of the Conditions of Participation. The size of the allocated floor area is calculated without taking projections, pillars, installation connections and other fixed objects into account.
4. For two-storey exhibition stands, the participation fee for the upper storey is calculated in accordance with the regulations of the Special Section of the Conditions of Participation after the upper storey has been approved following a technical inspection.
5. After your admission, you will receive an invoice for the participation fee and the other costs; the invoiced amount is due immediately upon 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 II, Paragraph 7 and Paragraph 8 of these Conditions of Participation.
6. All prices are net fixed rates plus any accruing value-added tax as well as any comparable taxes which may be imposed at the venue of the event. Please note the regulations for VAT refunds listed in the Special Section of the Conditions of Participation.



7. In the event of an increase in the organizer's own operating costs, the organizer shall have the right to increase the various prices by the amount that will cover the increase. The increase in its own operating costs may result from rising costs for manufacturing, procurement and labour or from increases in 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. The settlement of all liabilities within the prescribed period shall be a prerequisite for the occupation of the stand space.
 9. Failure to execute payment on time will result in interest being charged of 9% above the base rate according to Art. 288 of the German Civil Code. If the damage incurred by the organizer is greater, he shall be entitled to lodge a claim for these damages. The compensation shall become invalid or be reduced, if you can provide evidence that the organizer has incurred little or no damage as a result of the payment default. Should settlement of the invoice not be effected by the deadline or in full, the organizer is, in addition, entitled to dissolve the contract with you and to otherwise dispose of the stand area reserved for your company.
 10. Resulting from the organizer's claim in regard to the assignment of the stand space, your exhibits are subject to a contractual lien in the organizer's favour.
 11. Any services that have been provided by the organizer will be invoiced in €s. You are obliged 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, such payment must be based with regard to the conversion 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.
 12. Any complaints relating to the invoice are to be submitted in writing, immediately, at the latest 2 weeks after receipt; complaints made at a later date cannot be considered.
 13. Any projecting parts, pillars, installation connections and permanent internal fittings in the assigned stand space do not entitle you to any reduction in the participation fee or other costs.
 14. The organizer shall also be entitled to the payment of the full amounts, if you fail to fulfil any of your obligations arising from the contractual relationship. This does not affect claims to damages. In the event of the contract not being fulfilled at all by the organizer, or being fulfilled only in part, you have claims to a proportional reimbursement of any payments you have already made. Claims above and beyond this are ruled out in accordance with the regulations in Items VII and VIII of these Conditions of Participation. The regulations in Item XI of these Conditions of Participation shall remain unaffected.
 15. In the event of counter claims being made against those claims arising from the contract, you can only set off or assert your right of retention in as far as your claims have been found to be uncontested or legally valid.
 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. The latter remains obliged to pay until such time as the account receivable has been settled in full.
- ## V. Co-Exhibitors, Additionally Represented Companies, Group Participations
1. In principle, stand spaces shall be hired out only as a whole unit and only to one contracting party. As an exhibitor, you are not permitted to relocate, exchange, share, or in any other way make the stand space allocated to you completely or partially accessible to third parties, without the prior consent of the organizer.
 2. A stand area may only be used by several companies at once if the stipulations of the Special Section of the Conditions of Participation allow the participation of Co-exhibitors and/or additionally represented companies.
 3. Use of the stand area by another company with its own products and own staff (Co-exhibitor) requires a special application for permission and approval by the organizer. This also applies to



companies who have their own products at the stand but none of their own staff (additionally represented companies). Companies which are members of a group as well as subsidiaries are considered to be Co-exhibitors.

The organizer reserves the right to demand a special participation fee and other costs for approving Co-exhibitors for participation. Such charges and costs will be invoiced to you as the exhibitor. The organizer has the right to limit the number of approved Co-exhibitors per exhibitor. If Co-exhibitors and additionally represented companies are to be accepted, the preconditions laid out in Item II of these Conditions of Participation apply; these companies are subject to the General and Special Sections of the Conditions of Participation and the Technical Guidelines. Should you accommodate a Co-exhibitor or a company which is additionally represented, without the express permission of the organizer, this shall be grounds for dissolving the contract with you without notice and to have the stand space vacated at your risk and expense. No claims of any kind can be made against the organizer in this case, especially no claims for damages. Even after confirmation of acceptance has been received, the contract exists exclusively between the organizer and the exhibitor, who is liable for the negligence on the part of his Co-exhibitors/additionally represented companies as well as for his own negligence.

4. If several companies wish to participate at the event together on one stand – a group participation – then the existing General and Special Sections of the Conditions of Participation and the Technical Guidelines are binding for each individual company. The registration is accomplished by the group organizer, who is responsible for the group participants' adherence to the Conditions of Participation. Subsequent to acceptance and stand area confirmation, a contractual relationship exists exclusively between the group organizer and the event organizer. Exceptions exist in the case of group participants' individual orders for services in their own name and at their own expense; such individual orders are permitted only on site during the period from the first stand construction day to the last official day of the event.
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 grounds.
2. He is entitled to have exhibits removed from a stand if their display contravenes statute law, offends good morals or is not in keeping with the event programme. Promotion of political and ideological ends is prohibited. In the event of serious offences against the Conditions of Participation, the Technical Guidelines or legal regulations, the organizer is entitled to close your stand or have it vacated.
3. The house regulations for the Cologne exhibition centre apply in their currently valid version.

VII. Warranty

The warranty period for deliveries of new articles is 1 year. For used articles, all liability based on warranty is excluded. No warranty claims are available if the damage is due to normal wear and tear, force majeure, faulty or negligent handling, excessive loads or failure to comply with statutory provisions or operating instructions.

VIII. Liability/Insurance

1. The organizer's liability, independent of fault, for damages because of initial defects in the assigned object of the contract is excluded.
2. In the event of claims for damages (i) for loss of life, bodily injury or impaired health as well as (II) for violations of Germany's Product Liability Act caused intentionally or by gross negligence the organizer shall be liable in accordance with the statutory obligations.
Furthermore, the organizer shall be liable for every culpable infringement of an essential contractual obligation. Essential contractual obligations shall pertain only to those contractual obligations which must be complied with during the execution of the contract. This applies to all claims which could arise in connection with this contract.
The organizer is not otherwise liable for simple negligence. Other contractual and/or legal damage claims of any type, including damage claims for consequential damages, shall be excluded, unless the damage was caused by the intentional or grossly negligent action of the organizer.
If the organizer is liable for damages, this liability is limited to damages that the organizer should



have foreseen at the time of the contract's conclusion as the possible consequence of a breach of contract or that should have been foreseen had the usual care been exercised. Moreover, indirect and consequential damages are only eligible for compensation if such damage can typically be expected to occur. The foregoing limitations of liability shall apply, to the full extent, to the executive organs, employees, legal representatives, persons employed in performing an obligation and vicarious agents, whose services are used by the organizer for the performance of the contract. (This also applies to personal liability in each case).

If the organizer is compelled to temporarily vacate or permanently close the exhibition area or parts thereof, to postpone 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.

The responsibility of the event organizer is limited to fault in all cases without prejudice to any limitations of liability under these Conditions of Participation.

Within the scope of liability, the statutory burden of evidence regulations shall continue to apply; they will not be affected by this clause.

3. 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. The organizer transfers the general surveillance of the trade fair halls and the outdoor areas, the supervision of the exterior grounds, and the security checks at the entrances to security agencies and their uniformed guards and non-uniformed personnel. Every visitor and exhibitor in the exhibition hall must have a valid admission ticket or exhibitor pass and show it to the aforementioned security staff upon request. This general surveillance does not include the guarding and securing of individual stands or stand components.
4. 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.
5. The organizer does not conclude insurance policies for specific stands. The organizer has concluded a framework agreement for exhibition insurance against the usual insurable dangers such as fires, burglary, theft, damage, water damage etc., including the risks associated with the delivery and removal of the exhibits.

The exhibitor can cover his participation risks at its own expense in accordance with this framework agreement (order form accessible through the online service tool). 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 registered in writing. exhibitors are strongly recommended to insure exhibits and take out sufficient exhibition insurance for the duration of the trade fair and the construction and dismantling periods. Stand security personnel may only be provided by the security agencies that have been commissioned for this purpose by the organizer.

6. As an exhibitor, you will be liable to the organizer and to third parties for any damage inflicted on the organizer or on third parties, provided that such damage is attributable to your culpable action or the culpable action of your personnel, your employees or any third party which you have appointed or any other third parties, whose services you are using for the purpose of fulfilling your obligations. In this regard, you must exempt the event organizer from all claims by third parties. It is necessary to observe strict compliance with the Technical Guidelines which will be handed over to you by the organizer, as well as with the information from the organizer's circular letters pertaining to questions on the preparation and implementation of the event.
7. 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 publicity 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/Periods of Limitation

1. The exhibitor's claims against the organizer — of whatever type — must be submitted to the organizer in writing immediately or, at the very least, 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.

2. Their 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 intentional or grossly negligent actions. The statutory periods of limitation apply in such cases.

X. Place of Fulfilment/Place of Jurisdiction/Applicable Law

1. The place of fulfilment shall be the principal place of business of the organizer. The place of jurisdiction, also in a process involving documents, bills of exchange and cheques is, in so far as you are a businessman, legal entity of public law or a separate asset under public law, Cologne. The organizer shall also be entitled, at his option, to lodge his claims at the court of the place where you have your place of business or your branch.
2. All legal relationships between you and the organizer are subject to Federal German Law as well as to the German text.

XI. Reservations/Force Majeure/Cancellation of the Event

1. As an exhibitor, you will be solely responsible for compliance with all the laws, guidelines, and other regulations which are in force in the host country, even if the content of the organizer's Conditions of Participation deviate from such regulations. You must obtain information promptly and comprehensively of the relevant regulations prevailing at the venue of the event, and obtain the required knowledge. The organizer will not be liable for damages and other losses which could be incurred on your part as an exhibitor.
2. 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, if such an action is required due to reasons for which he is not responsible

or unforeseen events such as force majeure, e.g. natural disasters, wars, strikes, terrorist attacks or the breakdown or obstruction of traffic, supply and/or communication links. The organizer shall immediately notify the exhibitor of such circumstances, provided he is not also prevented from doing so by force majeure. In such cases, the exhibitor has no claim to have the resulting damages recompensed.

3. In case the event is cancelled as a result of one of the cases mentioned in Clause 21, you, as an exhibitor, are obligated to cover an appropriate share of the costs incurred to prepare the event if the organizer requests you to do so. This share shall amount to no more than 50% of the agreed-upon user fee. The specific amount that each exhibitor has to bear is determined on the basis of the sum of all the costs that the organizer has already incurred, divided by the number of exhibitors and taking into account the size of the exhibition space that each exhibitor has booked.
4. If cases of force majeure prevent the organizer or its service partners from fulfilling some or all of their obligations, the organizer is released from its obligations until the force majeure ceases. The organizer shall immediately notify the exhibitor of such actions, 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 are considered to be the equivalent of force majeure, unless they are of short duration or caused by the organizer.
5. You shall have the right to rescind the contract, if you lose your interest in participating in the event because of one of the cases mentioned in Clause 2, and if you waive the reservation for the stand space allotted to you. Upon obtaining knowledge of the change, the rescission of the contract must be declared in a written statement and without undue delay. In case of the cancellation of an event, the organizer shall not be liable for damages and/or other losses which may be incurred on your part.

XI. Final Provisions

1. By signing the application form you recognize the organizer's Conditions of Participation (the General and Special Sections, the Technical Guidelines and all other regulations relating to the contractual relationship) as binding. The contractual relationship is subject solely to these stipulations. 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.

2. Should these provisions be partially legally invalid or contain gaps, this shall not effect the validity of the remaining provisions or the contract. In this event, the parties shall undertake to replace the invalid provision with such a provision or to fill the gap with such a provision, which comes closest to enabling the commercial purpose pursued by the parties to be fulfilled.
3. All alterations to the contract must be made in writing. The same shall also apply to any amendment or cancellation of the written-form clause itself.

Status: January 27, 2017



Data Protection Notice

1. Controller / Contact

The controller as defined by data protection laws is:

Koelnmesse GmbH
Messeplatz 1
50679 Cologne
Germany

You can contact our Data Protection Officer at:
datenschutz-km@koelnmesse.de

2. Your Rights as a Data Subject

If your personal data are processed, you are the data subject as defined by the GDPR and you have the following rights vis-à-vis the controller:

Right to Object

You have the right, for reasons arising from your particular situation, to object at any time to the processing of your personal data, which is carried out pursuant to Art. 6(1) e or f GDPR; this also applies to profiling based on these provisions.

The controller will then no longer process your personal data unless he can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or the processing serves to establish, exercise or defend legal claims. Where your personal data are processed for direct marketing purposes, you have the right to object at any time to the processing of your personal data for the purpose of such marketing; this also applies to profiling, to the extent that it is associated with such direct marketing.

If you object to processing for direct marketing purposes, your personal data will no longer be processed for these purposes.

You may exercise your right to object in connection with the use of information society services – Directive 2002/58/EC notwithstanding – by means of automated procedures using technical specifications.

You can request information about whether your personal data are processed by us. If such processing exists, you may request further information about this processing, in particular the purposes, categories of personal data, recipients or categories of recipients, planned duration of storage, etc. You have the right to rectification and/or completion of your data.

Under certain conditions, you may request that the processing of your personal data be restricted. Where the processing of your personal data has been restricted, such data may only be processed – apart from being stored – with your consent or for the purpose of establishing, exercising or defending legal claims or protecting the rights of another natural or legal person or for reasons of an important public interest of the Union or a Member State.

Under certain conditions, you may request that your personal data be erased. Where the controller has made your personal data public and if he is obliged to erase the data, he will take reasonable steps, including technical measures, taking into account the available technology and the implementation costs, to inform controllers who are processing the personal data that you as the data subject have requested the erasure of all links to these personal data or of copies or replications of these personal data.

Where you have exercised your right to have the controller rectify or erase data or restrict the processing, he is obliged to notify all recipients to whom your personal data have been disclosed of this rectification or erasure of the data or restriction of processing, unless this proves impossible or involves a disproportionate amount of effort. You have the right vis-à-vis the controller to be notified of such recipients. You have the right to receive the personal data that you have provided in a structured, common and machine-readable format. You also have the right to request that such data be transmitted directly to another controller, provided that this is technically feasible. The freedoms and rights of other persons must not be impaired by this.

You have the right to withdraw the data protection declaration of consent at any time. The withdrawal of consent will not affect the legality of processing carried out on the basis of consent before withdrawal.

Within certain limits, you have the right not to be subject to a decision based exclusively on automated processing – including profiling – that has legal effect against you or significantly impairs you in a similar manner.

3. Right of Complaint to a Supervisory Authority

Without prejudice to any other administrative or judicial remedy, you have the right to complain to a supervisory authority, in particular in the Member State where you reside or work or where you suspect infringement, if



you believe that the processing of your personal data infringes the GDPR.

The supervisory authority with which the complaint has been lodged will inform the complainant of the progress and the outcome of the complaint, including the possibility of a judicial remedy pursuant to Art. 78 GDPR.

4. Purpose and Legal Basis of Processing

We process your data for the initiation, execution and settlement of your contract. This applies not only to the purchase of tickets, but also to the contractual relationship with you as an exhibitor, insofar as you act as a natural person, such as a merchant.

The legal basis for the handling of your data is Art. 6(1) b) GDPR, insofar as this handling refers to the contractual exchange of services with you.

We also process data for other purposes in our interest, specifically:

- to provide you with product information about relevant services, in particular.
- to implement measures for the improvement and development of services and products in order to address you as an individual customer with tailor-made offers and products.
- to carry out market research and opinion research or to have these carried out by market research and opinion research institutes. This gives us an overview of the transparency and quality of our products, services and communication and enables us to align and design these in our customers' interests.

The legal basis for this handling of your data is Art. 6(1) f) GDPR and Art. 6(1) a) GDPR, insofar as you have given your consent. You can withdraw such consent at any time with future effect.

5. Legitimate Interest

Where we use data within the scope of the aforementioned weighing of interests, our legitimate interest lies in enabling direct marketing (see Recital 47 GDPR), as long as your personal rights do not outweigh our marketing interests in each individual case.

6. Recipients of your Data

We pass your data on to service providers bound by instructions, who support our provision of services to you with their actions on our behalf and on our

instructions. These may be IT service providers, printing service providers, call centers in the event that you call us and similar service providers.

If you have given your consent, we pass on your data to the conceptual sponsor of DMEXCO, BVDW e. V., as well as BVDW Services GmbH for the purpose of sending information about offers from these associations and other events.

In addition, we may also pass on your data to third parties who use the data under their own responsibility: financial and tax authorities, police and investigative authorities (with the applicable legal basis in place), official reporting bodies (where required by law), insurance companies, banks and credit institutions (payment processing), market partners, commercial agents, accountants, lawyers, auditors or similar third parties.

7. Data Transfer to a Third Country

A transfer to third countries is planned, insofar as this is necessary for the fulfillment of the contract or you give us your express consent for the transfer of the data to third parties.

Where we transfer your data to service providers and group companies outside the European Economic Area (EEA), the transfer will only take place if an appropriate level of data protection has been confirmed for the third country by the EU Commission (Art. 45(1) GDPR) or if other appropriate data protection guarantees as defined by Art. 47 GDPR exist.

8. Duration of Storage of your Data

For the above-mentioned purposes, we store your data and erase it when the contractual relationship with you is over, all mutual claims have been fulfilled and there are no other legal storage obligations or legal justifications for storage.

Storage obligations exist in particular in accordance with the German Commercial Code (Handelsgesetzbuch - HGB) and the German Tax Code (Abgabenordnung - AO). If such obligations apply and relate to documents containing your data, we will erase your data after the statutory storage obligations have expired. As a rule, therefore, ten years after the end of the year in which the contractual relationship with you ended.



9. Requirements for the Provision of your Data

The provision of the data by you and the collection of the data by us are necessary for the conclusion of the contract. Without the data we would not be able to conclude a contract with you or provide any billable services.

10. Automated Case-by-case Decisions or Measures for Profiling

No automated decision-making or profiling take place to establish and implement the contractual relationship with you.

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