

EXPOMIN 2020 - CONDITIONS OF PARTICIPATION - USA PAVILION

Messe Düsseldorf North America, Inc., hereinafter referred to as "MDNA", undertakes within the framework of the offer the project described as "USA Pavilion", on the condition that the requisite number of Exhibitors apply.

Application for Space:

To exhibit with in the USA Pavilion at Expomin 2020 ("The Show") submit the signed the participation agreement "Application and Contract" and accept the below listed conditions, and all other official rules and regulations implemented by the official show organizers ("FISA") of Expomin 2020 ("The Show") which are part of the participation agreement. Each participant, hereinafter referred to as "Exhibitor", is bound by each and every one thereof.

Definition of Offering:

USA Pavilion "Turnkey Packages" includes floor space, booth hardwall construction, header board with company name, table and 4 chairs (quantity varies with space size), literature rack, lockable counter, basic electrical connection, lighting, carpet and cleaning as well as access to the USA Pavilion lounge and all services provided within.

USA Pavilion "Space Only" includes floor space, basic electrical connection, cleaning, access to the USA Pavilion lounge and all services provided within.

Reservation of Space and Assignment:

The acceptability of any Application and Contract, shall be solely determined by MDNA and FISA. MDNA has the sole authority to assign, reassign and allocate exhibit space within the USA Pavilion and the location and overall layout of the USA Pavilion are subject to change at the sole discretion of MDNA and FISA. No assignment will be official until a completed and signed application and contract form ("Agreement") has been received and accepted by MDNA. Space numbers printed in the Pavilion floor plan are for reference use only. Official booth numbers will subsequently be assigned to each exhibitor at a later date.

Payment Schedule and Prices:

A deposit of 25% of the total participation fee is requested at the time of submission of the application. Remaining balance due will be invoiced upon official admission to the event. Space applications received after November 1, 2019 will be invoiced 100%. MDNA has the right to replace any exhibitor who has not paid its total participation fee in full by January 31, 2020. The cancellation policy listed below will apply in that case. All prices are in US Dollars (US\$). MDNA reserves the right to vary prices or impose a surcharge at any time prior to the opening of The Show if deemed necessary.

Exhibitor shall be responsible for all costs and expenses above the defined service in the "USA Pavilion Turn-Key Booth" and "Raw Space" options. Exhibitor understands and agrees that all charges for services of any kind ordered outside of this agreement are to be paid for by exhibitor directly to the vendor providing them, and any disputes which may arise between the exhibitor and such service organizations are to be settled between them. Show Management shall announce and provide the exhibitor, in advance, with written notice of a schedule of dates on which each exhibitor's display must arrive and must be removed from The Show. Exhibitor shall be liable for any expense to MDNA caused by exhibitor's failure to conform to the scheduled dates for arrival and removal, including, but not limited to storage expenses. Late arrivals of shipments or failure to reserve sufficient labor to erect a display to coincide with the announced show erecting/assembly deadline will constitute reasonable cause for exclusion from Expomin 2020.

Exhibitor Cancellation or Space Reduction, Co-Exhibiting:

The exhibitor may cancel only by giving written notice to MDNA and complying with the terms hereof. Applicable date of any notice of cancellation shall be the date on which said notice is received by MDNA. In the event an exhibitor cancels all or part of the exhibit space applied for by the submission of the application and contract form ("Agreement"), exhibitor agrees to pay as liquidated damages the following:

Cancellation on or before 1 November 2019 – 25% of total participation cost

Cancellation between 2 November 2019 - 27 December 2019 - 50% of total participation cost

Cancellation after 27 December 2019 – 100% of total participation cost

The cancellation fees are considered to be liquidated damages for the injuries MDNA will suffer as a result of exhibitor's cancellation.

In the event that an exhibitor fails to remit all of the liquidated damages on the cancelled space, the exhibitor shall not be permitted to participate in future MDNA events. Payment of unused space may not be applied towards the purchase of space at other MDNA events.

Subletting of space by the exhibitor is prohibited. In cases where the exhibitor has co-exhibitors within its exhibit, MDNA will have to give written consent and the primary exhibitor will be responsible for all the group's payments.

Force Majeure and Cancellation by Show Management:

In the event of cancellation of The Show or any part thereof for any reason whatsoever, MDNA and FISA shall not be under any liability whatsoever for any expenditure, loss or liability incurred by exhibitors.

In the event of fire, war, inclement weather, public calamity, force majeure or other reasons beyond MDNA's control preventing all that is necessary to the staging of the USA Pavilion, MDNA may decide at any time to cancel all applications for exhibit space already filed while notifying the exhibitors of this decision in writing. Whatever the reasons of such cancellation, the exhibitors are not entitled to any compensation or indemnity. Any funds received from the exhibitor will be returned to them corresponding to the amounts paid by them. It is herewith expressly agreed that exhibitors shall have no rights of preferring claims against MDNA on any ground or for any reasons whatsoever.

Exhibitor's space may be cancelled by MDNA for failure to pay balances when due. In the event the Application and Contract and Space Assignment is canceled by MDNA, all prior payments on account will not be returned and MDNA may lease such a space to another exhibitor at its discretion.

Liability Limitation and Indemnification

Exhibitor waives all claims of every kind against MDNA, FISA, the Exhibition Hall Facility and City in which this exhibition is being held, its directors, officers, stockholders, agents, and employees including, without limitation, all claims for damages, or claims for return of payments made to MDNA and FISA, based on personal property damage, destruction, loss or theft, personal injury or death, cancellation of the show, (including, without limitation, cancellation of the show in the event of a terrorist act), failure or refusal to provide space for any exhibit, preventing the display, operation, removal or dismantling of any exhibit, and any other act or failure to act of MDNA and FISA. Exhibitor agrees to indemnify and save MDNA and FISA harmless from all claims, including expenses, damages, costs and attorneys' fees, by exhibitor, exhibitor's agents, employees, contractors, or by any other person, arising out of any act or omission in any way related to exhibitor's participation in the Show, whether negligent or not. Such indemnification shall be effective unless such claim results from the gross negligence of MDNA and FISA. This agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between MDNA and FISA, Expomin 2020, and the exhibitor. In the event of cancellation or disruption of The Show for any cause, this Agreement shall terminate and the exhibitor waives any claim for damages or compensation, except that the exhibitor shall be entitled to a refund of the amount paid for space for that portion of the Show that is either cancelled or disrupted.

Exhibitor is completely responsible for any labor that exhibitor brings in.

Rules Governing the Exhibition

Exhibitor agrees to keep a fully equipped, staffed stand at all opening hours throughout The Show. Should an Exhibitor's stand be left unattended, MDNA may make provisions to equip and staff the stand at the Exhibitor's expense.

Show Management reserves the right to restrict exhibits which, because of noise, method of operation, or any other reason, become objectionable, or otherwise detract from or are out of keeping with the character of the Show as a whole. Exhibitors agree to abide by the rules governing the exhibition and subsequent amendments as published in the Exhibitor Manual and bulletins. Exhibitors are responsible for all applicable ASCAP/BMI music licensing fees.

Exhibitors shall comply with state and local "health and safety" standards and applicable rules and regulations of fire authorities in the city and state in which the exhibition is held. Exhibitors are to surrender spaces occupied by them in the same condition they were at the time they were first occupied.

Reasonable security will be in place during the open hours of the trade show, including from the beginning of set-up through dismantling. MDNA, however, is not responsible for any loss, theft, or damage of property belonging to the exhibitor, exhibitor's employees, or exhibitor's representatives.

Taxation

The participation fees are to be understood as net prices, plus any value added tax and/or usage, or rather, service provision tax required by law. If such taxes are triggered by the services, then they are due in addition to the agreed price. The exhibitor will make all payments due hereunder without withholding of, deduction for, or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by any governmental authority in connection with this Agreement (the "Taxes"). If the exhibitor becomes obligated by law to make such withholding or deduction at source, the exhibitor will pay to MDNA such additional amounts as may be necessary to enable MDNA to receive on the due date a net amount equal to the full amount which it would have received had the payment not been subject to the Taxes. The exhibitor shall promptly pay all of the Taxes, deductions and withholdings and shall not later than eight Business Days after receiving the same, furnish MDNA with such certificates, receipts or other documents confirming receipt by the competent authority of such payments.

Promotion of Products and Services not Manufactured or Distributed by Exhibitor and Intellectual Property Rights

Exhibitor shall not exhibit, offer for sale, give as a premium, or provide advertising or literature about articles or services not manufactured or distributed in its own name or an affiliated company, except where such articles or services are required, as determined by Show Management, for the proper demonstration or operation of exhibitor's displays, in which case identification of such articles or services shall be limited to the regular nameplate, imprint, or other identification which in standard practice appears normally on the articles or in connection with the services. Exhibitor shall not permit persons other than its own representatives, representatives of Show Management, or officially designated labor or service sources, to use its booth for any purpose.

Exhibitor affirms that, to the best of its knowledge, it has the legal authority for its use of any intellectual property associated with any product or promotional material that it will display, offer, or otherwise use in its exhibit at Expomin 2020 and it will not knowingly infringe the intellectual property rights of another party.

US Government Certification

In the event that The Show is Certified by the U.S. Government, then the following clause also applies: The exhibitors and their companies, on behalf of themselves and any of their officers, employees or agents, agree to release and hold harmless the U.S. Government from liability for any illness, injury, loss of life, or damage or loss of property occasioned by or connected with participation in the trade fair, and not arising from the negligent or wrongful act(s) of Government employees.

Exhibitor affirms that, to the best of its knowledge, it has the legal authority for its use of any intellectual property associated with any product or promotional material that it will display, offer, or otherwise use in its exhibit at the trade show/event and that it will not knowingly infringe the intellectual property rights of another party.