

**General Terms and Conditions of Participation**  
**Appendix No. 1 to The International Furniture Fair in Ostróda Fair in Expo Mazury**

**I. General Provisions**

Article 1

The Rules set forth the terms and conditions for participation in the Fair organized in Expo Mazury, Centrum Targowo-Konferencyjne Warmii i Mazur (Fair and Conference Centre of Warmia and Mazury), ul. Grunwaldzka 55, 14-100 Ostróda (hereinafter: Expo Mazury), by Expo Mazury S.A. with its registered office in Ostróda (hereinafter: Organizer) and constitutes Appendix No. 1 to the Fair Participation Agreement (hereinafter: Agreement).

**II. Registration and Agreement Execution**

Article 2

1. The Exhibitor will take part in the Fair provided that they register for participation, execute an Agreement and make any and all payments arising from the Agreement and the Additional Services Order Form within the deadlines indicated in the Agreement and Appendices.

2. The Agreement shall be considered executed at the moment the Exhibitor submits to the Organizer the Agreement signed pursuant to the rules of representation, by mail or in person. Within 7 days of the day of submission of the signed Agreement to the Organizer, the Exhibitor shall be obligated to pay a non-refundable advance payment of 20% of the total gross price for the ordered exhibition space and the registration fee. Postal stamp date will be decisive in establishing the Agreement delivery date by the post operator.

3. Within 30 calendar days prior to the scheduled event, the Exhibitor shall be obligated to send the Organizer information on:

a) the number of employees, collaborators or other persons acting within the Exhibitor's structure other than the visitors invited by the Exhibitor, in order to have ID badges prepared by the Organizer,

b) the number of visitors who will be invited by the Exhibitor to participate in the Fair while providing their contact data in order to send them the invitations for the Fair,

4. When executing the Agreement, the possibility of occurrence of the effect referred to in Article 385<sup>4</sup>(1) and (2) of the Civil Code i.e. binding the Parties with the content of Agreement specimen as applied by the Exhibitor, is excluded.

Article 3

1. When executing the Agreement, the Exhibitor represents that:

1) they do not execute it in the capacity of a consumer within the meaning of Article 22<sup>1</sup> of the Civil Code,

2) they are an entrepreneur within the meaning of Article 43<sup>1</sup> of the Civil Code,

3) they have the legal capacity and the full power and authority for legal action, may execute this Agreement effectively and may undertake any and all obligations arising from it and there is no

legal obstacle to execute the Agreement by the Exhibitor that could impede performance of the Agreement.

**III. Co-Exhibitors and Represented**

**Companies**

Article 4

1. The Exhibitor has an obligation to report the entities that use a part of the Exhibitor's space/stall and present their own products and/or a service involving their own personnel as Co-Exhibitors.

2. Expo Mazury charges a fee for reporting a Co-Exhibitor from the entity reporting a Co-Exhibitor; this fee covers administrative costs related to registration of a Co-Exhibitor and additional services for a Co-Exhibitor. The rate of the fee for reporting a Co-Exhibitor and the principles of its payment shall be set forth in the "Price Quotation" of a given fair. The scope of services included within the fee for reporting a Co-Exhibitor is set forth in the Appendix to a relevant registering form.

3. Expo Mazury expresses its consent for the participation of a Co-Exhibitor/s in "Confirmation of Participation Registration". The Exhibitor shall not be entitled to give away the space/stall or a part of it to other entities to use without the Expo Mazury's consent.

4. A Co-Exhibitor shall be entitled to the Exhibitor's rights and obligations referred to in these General Terms and Conditions of Participation.

5. The Exhibitor/Co-Exhibitor may report, on a relevant form, as companies and represented entities whose products and/or services shall be presented in the Exhibitor's stall, but without any involvement of the represented company's personnel. The data of registered companies represented shall be placed in the catalogue on the list of represented companies with indication of the Exhibitor/Co-Exhibitor who represents them. No additional fees shall be charged for registration of the represented companies.

**IV. Subject of the Agreement**

Article 5

Pursuant to the Agreement, the Organizer agrees to provide the exhibition space featuring an area and the type set forth in the Agreement for the period of duration of the Fair to the Exhibitor in order to use it for exhibition space pursuant to subject of the Fair set forth in the Agreement, and the Exhibitor agrees to pay the agreed fee for participation in the Fair and the contracted additional services to the Organizer.

1. The Organizer shall provide the exhibition space taking account of the premises conditions and possibly the Exhibitor's requests.

2. The Organizer reserves the right to change the location of the allocated exhibition space as well as to change the location of other Exhibitors neighbouring the Exhibitor for organizational and engineering and technical reasons as well as for reasons independent of the Organizer, about which they will be notified by e-mail. **In such case, the Exhibitor shall not have any right to compensation from the Organizer.**

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Article 6

**1. The exhibition space will be delivered to the Exhibitor provided all required payments due to the Organizer as set forth in the Agreement, the Order Form for Additional Services if they are ordered and provided the handover report referred to in the Fair Rules, para. 6.2 is executed.** In case of failure to pay until the date of commencement of Fair, the Organizer reserves the right not to make the exhibition space available until these payments are made.

**V. Prices, Deadlines and Terms of Payment**

Article 7

1. On the Agreement execution date, the Organizer will generate the following *pro forma* invoices:
  - A *pro forma* invoice for the registration fee value payable within 7 calendar days of the date on which it was invoiced,
  - A *pro forma* invoice of 20% of the total gross price of the ordered exhibition space payable within 7 calendar days of the date on which it was issued,
  - A *pro forma* invoice for the remaining part of the total gross price of the ordered exhibition space payable no later than 7 calendar days prior to the commencement of assembly of the booth,
2. The Organizer will issue the VAT invoice for the completed additional services within 14 calendar days of the end of the fair.
3. A one-off payment for the entire exhibition space price and registration fee shall be required prior to the commencement of the assembly of a stall when the Agreement is executed within a period of time shorter than 3 weeks prior to the Fair.
4. Failure to make the payments referred to in paras. 1-3 will be treated by the Organizer as cancellation of participation in the Fair and the General Terms and Conditions for Participation of Article 8(1-4) shall apply.

**VI. Cancellation of Participation**

Article 8

1. The Exhibitor may cancel their participation in the Fair. In such case, the relevant provisions of paragraph 2 and subsequent provisions hereof shall apply.
2. Cancellation of participation must be made in writing in order to be effective.
3. In case of cancellation of participation, the Organizer may request the payment of a flat compensation for termination of the Agreement of 100% of the fees for exhibition space rental, registration fees and the fees for additional ordered services, and the Exhibitor will not be entitled to reimbursement of any amounts paid previously for participation in the Fair. These amounts will be included in the aforementioned flat compensation.
4. In case of cancellation of participation, the Organizer will be entitled to make the exhibition space available to a third party and will not be obligated to provide any services to the Exhibitor as

provided for in the Agreement, and the Exhibitor will not report any claims to the Organizer in relation to the action undertaken by the Organizer pursuant to the Agreement and prior to its termination, in particular, in relation to publication of information about the Exhibitor in the Fair Directory if deletion of such information would be too cumbersome.

**VII. Fair Catalogue**

Article 9

1. The Exhibitor being a participant of the Fair agrees to provide to the Organizer information materials about the Exhibitor in order to include it in the Fair Catalogue published and distributed by the Organizer. **The Fair Directory is published solely on the occasion of organizing B2B Fair by the Organizer.**
2. The scope of information on the Exhibitor, their location in the Fair Catalogue and the nature of the materials pertaining to the Exhibitor placed in this publication is defined in the description of materials submitted to the Fair Catalogue made available on the website of the Fair in the "For Exhibitor" tab -> "Documents and forms to download".
3. The Exhibitor agrees to provide materials for the Fair Catalogue within 3 weeks prior to the commencement of the Fair to the Organizer. Graphical materials submitted by the Exhibitor must be in a proper resolution so as to be suitable for printing. The Organizer shall not be held responsible for the quality of materials provided by the Exhibitor.
4. In case of failure to send the materials for the Fair Catalogue by the Exhibitor within the deadline referred to in para. 3, the Organizer will not be obligated to place any information on the Exhibitor in the Fair Catalogue.
5. The Organizer has the right to refuse to place materials they consider to be inconsistent with the standards the Organizer applies in terms of quality, aesthetics or those that could evoke doubts on compliance with law or good practice, e.g. infringing third party rights.
6. The Organizer shall decide on the ultimate format of the Fair Catalogue, the manner in which it is distributed and the date of commencement and termination of its distribution.

Article 10

1. When executing the Agreement, the Exhibitor represents and ensures that the materials provided by the Exhibitor to the Fair Catalogue will not infringe upon any third party rights, in particular:
  - 1) In case the above materials are subject to copyrights, the Exhibitor is entitled to material copyrights or the Exhibitor is in possession of a license authorising them to grant consent for making use of these copyrights within the scope arising from the Agreement and these General Terms and Conditions of Participation,
  - 2) In case the aforementioned materials contain an image of a person, and this person expressed his/her consent to using his/her image in the scope arising from the Agreement and these General Terms and Conditions of Participation. In case the above materials use a trademark, the Exhibitor shall be entitled to the rights arising

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from a trademark or the Exhibitor is in possession of a license authorising them to grant consent for making use of this trademark within the scope arising from the Agreement and these General Terms and Conditions of Participation. In case the above materials use a trademark, making use of this trademark within the scope arising from the Agreement and these General Terms and Conditions of Participation shall not be deemed breach of the right to the Exhibitor's company or any other entity,

3) In case the aforementioned materials use any legally protected designations, information or designs, the use of them within the scope arising from the Agreement and these General Terms and Conditions for Participation will not infringe any Exhibitor's or any other entity's rights,

4) Placing the materials provided by the Exhibitor in the Fair Catalogue and distribution of these materials within the Fair Catalogue will not constitute an act of unfair competition, unfair market practice or any other type of action contrary to the law.

2. In case third parties make any claims to the Organizer or any sanctions were imposed on the Organizer or entities related to the Organizer in relation to the untrue representations and warranties referred to in para. 1 even if the sanctions resulted from non-binding and not final verdicts or decisions, the Exhibitor will be obligated to, at the Organizer's discretion, pay a specific amount of money to pay for claims, sanctions and related costs or any other losses suffered by the Organizer, or to undertake any other actions aimed at elimination of negative effects for the Organizer, including those that are done directly for the entities filing the claims or demanding imposition of sanctions.

Article 11

1. In case the materials submitted by the Exhibitor to the Fair Catalogue are subject to copyright, executing the Agreement, relative to these materials, the Exhibitor grants the following license to the Organizer:

- 1) Non-exclusive,
  - 2) for an indefinite period of time, but not shorter than the end of duration of the Fair, during which the license cannot be terminated,
  - 3) without any territorial limitation of its use, with the right of authorising third parties to use the works covered by the license within the scope of this license, including the right to permit to exercise derivative copyright to the works covered by the license,
2. For granting the license referred to in para. 1, the Exhibitor shall not be entitled to remuneration (a free license), in particular, the Exhibitor shall not be entitled to a separate remuneration for the use of works covered by the license on specific, separate fields of exploitation.
3. The license referred to in para. 1, shall cover the following fields of exploitation:
- 1) In the scope of fixation and reproduction of works covered by the license – production of copies of the work using a specified technology including printing technology, reprographic technology, magnetic record and digital technology,
  - 2) In the scope of putting the original or copies in which the works covered by the license have been fixed into circulation, putting into circulation, lending or rental of the original or the copies,

3) In the scope of dissemination of the works covered by the license in a manner different than set forth in paragraph 2), public performance, broadcasting, reproduction, transmitting and re-transmitting as well as making the work publicly available in a such a manner that everyone can have access to it in a place and at a time selected at their discretion.

4. Under the license referred to in para. 1, the Exhibitor permits the Organizer to make use of the works covered by the license in the fields of exploitation referred to in para. 3, if they are created within the scope of the Fair Catalogue.

Article 12

1. In case the materials provided to the Exhibitor to the Fair Catalogue constitute the use of trademarks, by signing the Agreement, the Exhibitor grants the following license (or sublicense) relative to the trademarks used in the materials to be submitted to the Organizer:

- 1) Non-exclusive, limited to the use of trademarks used in the content of the Fair Directory and dissemination of the Fair Directory containing these trademarks, in particular, the circulation of the copies of the Fair Catalogue performed by the Organizer, for an unlimited period of time, but not shorter than by the end of the Fair, during which the license may not be terminated.
2. The execution of the Agreement by the Parties will be considered to be the execution of the license (or sub-license) agreement referred to in para. 1, in writing.
3. The Exhibitor waives the right to demand that the use of trademarks to the extent referred to in para. 1, be combined with the indication that such use is done pursuant to the license (or sub-license) by placing the mark indicating such circumstance in the content of the Fair Catalogue.

**VIII. Delivery, Use and Return of the Exhibition Space**

Article 13

1. The Organizer agrees to deliver to the Exhibitor, and the Exhibitor agrees to receive the exhibition space upon payment of the total fee for participation in the Fair within the deadline and time set out in the Fair Rules as the commencement of assembly.
2. On the date agreed in the manner referred to in para. 1, the Parties shall sign the delivery and acceptance report for delivery of the exhibition space confirming that the exhibition space actually delivered to the Exhibitor corresponds with the space as set forth in the Agreement and was released in a condition adequate to the agreed intended use arising from the Agreement and that it is free of defects impeding this adequacy or preventing the performance of its intended use. If the report is signed by other persons than the persons authorised to represent the Exhibitor pursuant to the overt register and the principles of the Exhibitor's representation or by the Exhibitor in person, the person signing the report on their behalf attaches a written power-of-attorney or its copy confirming the authorization to sign the report on behalf of the Exhibitor.
3. In case of failure of the Exhibitor or any other person authorised by them to appear on the date agreed in the manner referred to in para. 1, in order to sign the delivery and acceptance report or a groundless refusal to sign it, the report signed

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unilaterally by the Organizer will be sufficient evidence for acknowledging the state of affairs referred to in para. 2 and release of the space made available to the Exhibitor in such condition. A refusal to sign the report will be considered to be groundless unless the Exhibitor demonstrates that the condition of the space significantly deviates from its definition in the Agreement.

Article 14

1. The Exhibitor has the right and obligation to create the fair display on the exhibition space consistent with the subject of the Fair by performing relevant works, however, solely to the following extent:

1) that they will not be considered to be completion of construction works within the meaning of the Act of 7 July 1994 Building Law, in particular the one that would require obtaining the decision on the building permit, reporting to the relevant authority or fulfilling other obligations of an administrative and legal nature,

2) that they will not cause any other durable changes in the exhibition space i.e. such changes that would not be eliminated prior to the deadline for return of the space by restoring the condition of the space from the moment prior to its delivery to the Exhibitor,

3) that they will be consistent with the effective fire safety rules, will ensure the relevant sanitary conditions of the exhibition space, due order and cleanliness in Expo Mazury, an aesthetic look of the display pursuant to the subject of the Fair and good habits as well as respect to third party rights, and also will comply with the requirements of the safety of the persons staying in the premises of Expo Mazury Ostróda and the safety of property in the premises of Expo Mazury Ostróda.

4) Walls of the stall and other construction elements located on the edges of the stall higher than 2,5 m facing neighbouring stalls and visible back walls of stalls shall be finished in a neutral way (with white colour).

5) If some part of the rented exhibition space remains unoccupied by walls or other elements of stall arrangement, the participant of the fair is responsible for organizing empty and visible surfaces bordering adjacent stalls or open to communication routes.

Article 15

**1. Within the deadline of 3 weeks prior to the commencement of the Fair, the Exhibitor will submit to the Organizer the design of the display to be erected in the exhibition space.**

2. Within the deadline of 3 days of the day of delivery of the display design, the Organizer may report the objections to the display design that is intended to be erected in the exhibition space to the Exhibitor; the Exhibitor shall be obligated to take account of these objections if they pertain to the exceeding of the limit referred to in Article 14. If no objection is filed within this deadline, the Exhibitor will commence making the display, but if objections have been reported, the Exhibitor may undertake making the display taking account of them.

3. No objections referred to in para. 3 reported by the Organizer shall not exempt the Exhibitor from the responsibility of ensuring the status of a display made in the exhibition space pursuant to the extent referred to in Article 14.

4. The Exhibitor may perform the works aiming at making a display on the dates and at the times (hours) as determined in the Fair Rules. After 2:00 p.m. on the date preceding the Fair, the Exhibitor will be allowed to finish only those works that will not lead to making the exhibition space dirty, in particular, it may complete the display finishing components. After the aforementioned deadlines, any painting, grinding, puttying and performing any other work soiling the surroundings may not be undertaken.

5. Appointment of a person authorized by the Exhibitor to supervise the persons appointed by the Exhibitor is a pre-condition for enabling them to perform the work aiming at making the display.

Article 16

1. During the Term hereof, the Exhibitor agrees to observe the housekeeping regulations made by the Organizer notified to Exhibitors, but these regulations may pertain solely to the organisational and housekeeping issues such as the principles of using this part of the Fair Facility that is provided for use by all Exhibitors, the rules related to ensuring safety, including fire and sanitary safety and ensuring order and cleanliness, determination of opening hours of the Fair Facility for the Fair visitors and for performing technical activities by Exhibitors. Notifying the regulations within the extent referred to in the preceding sentence or the amendment of them within this scope to the Exhibitors, even if this amendment took place during the Term of the Agreement, will not be deemed to be an amendment of the contractual relations between the Parties within the mode of implementation or amendment of the contractual specimen as the Exhibitor in advance agrees to the determination and amendment of the housekeeping regulations within the aforementioned, required scope, in line with the on-going decisions of the Organizer unless they exceed the scope of the powers and obligations of the Exhibitor arising from other provisions of the General Terms and Conditions for Participants or the Agreement.

2. The Exhibitor has a right to use the part of Expo Mazury designated for use by all Exhibitors in a manner non-disturbing the use by other Exhibitors, in particular, the devices located in these parts, access roads and parking lots.

Article 17

**1. At the end of the Fair, the Exhibitor is obligated to restore the exhibition space to the condition of the moment when it was delivered to the Exhibitor pursuant to the deadline determined in the Fair Rules as the date and time (hour) of disassembly completion. The exhibition space should be restored to the condition in which it was delivered to the Exhibitor. The delivery will be confirmed with a bilateral execution of the space return report. Prior to the deadline of completion of FAIRS, the Exhibitor may neither perform any activities related to disassembly of the stall nor leave the stall. In case of commencement of the activities related to disassembly of a stall prior to the deadline of the Fair completion, the Organizer has a right to demand the contractual penalty (liquidated damages) of net PLN 1,500.00 from the Exhibitor. In such case, the Organizer will issue a debit note which the Exhibitor agrees to pay within 14 days.**

2. On the date of expiry of the deadline for delivery of the space, the Parties sign the release report on the delivery of the exhibition

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space confirming that the exhibition space was released to the Organizer in the condition confirmed by the parties. If the report is signed by persons other than the persons authorised to represent the Exhibitor pursuant to the overt register and the principles of the Exhibitor's representation or by the Exhibitor in person, the person signing the report on their behalf attaches a written power-of-attorney or its copy confirming the authorization to sign the report on behalf of the Exhibitor.

4. In case of failure by the Exhibitor or any other person authorised by them to appear on the date of expiry of the deadline for release of the space in order to sign the return report or a groundless refusal to sign it, the report signed unilaterally by the Organizer will be sufficient evidence to confirm the state of affairs referred to in para. 2. A refusal to sign the report will be considered to be groundless unless the Exhibitor demonstrates that the condition of the exhibition space as acknowledged in the report significantly deviates from the factual state.

5. In case the Exhibitor fails to meet the obligations referred to in para. 1 on the date of expiry of the deadline for return of the space, pursuant to the contractual right of vicarious performance, the Organizer may order the substitute performance of these obligations to the entity of their choice or perform them on their own at the Exhibitor's cost, without the necessity of demanding an authorization by the court, but in case of failure to collect the items left in the exhibition space by the Exhibitor, the Organizer may, at the Organizer's discretion, sell them and consider the obtained funds to be a part of the cost of the substitute performance or destroy them at the Exhibitor's cost. Without using force or violence, the Organizer shall also have a right to perform factual actions aimed at emptying the exhibition space and taking it away from the Exhibitor by the Organizer, if the Exhibitor failed to perform these obligations; the Exhibitor irrevocably authorizes the Organizer to perform the aforementioned actions, and they will not be considered to be an arbitrary violation of possession due to the aforementioned authorization.

6. In order to ensure order and safety during the closing of the Fair, the Exhibitor accepts that the trucks that are intended to collect the display components will be let into the premises of the Fair Facility at the time indicated in the Fair Rules as the disassembly period. The trucks will be let in solely pursuant to the entry permits referred to in the Fair Rules.

**IX. Liability of the Parties**

Article 18

1. The Organizer shall be responsible to the Exhibitor and third parties for the proper condition of Expo Mazury pursuant to general terms and agrees to maintain the civil liability insurance to the extent appropriate for the Organizer's business. 2. The Organizer shall not be held responsible for losses (including personal loss) inflicted on third parties in relation to actions or omissions of the Exhibitor.

3. In case third parties bring any claims against the Organizer or imposing any sanctions on the Organizer or entities related to the Organizer in relations to the Exhibitor's actions or omissions for which the Exhibitor shall be held responsible even if the sanctions arose from non-binding and not final verdicts or decisions, at the Organizer's discretion, the Exhibitor shall be obligated to pay to

the Organizer a specific sum of money to pay the claims or sanctions and the related costs or other losses suffered by the Organizer or to undertake any other actions aimed at elimination of negative effects for the Organizer, including those directly for the benefit of the entities filing claims or demanding sanctions to be imposed.

4. The Organizer shall not be held responsible for damage or losses to the Exhibitors' property caused by third parties or solely due to the fault attributable to the victim.

5. The Organizer shall not be held responsible for damage or losses to the Exhibitors' property caused by Force Majeure and any interruption in water, power, gas supply beyond the Organizer's control.

6. The Exhibitor is obligated to obtain civil liability insurance and insure their property located in the territory of the Fair Facility on their own, but the insurance should cover the Fair's duration as well as the time of delivery and return of the exhibition space.

7. The Exhibitor shall be financially liable for the loss inflicted on the Organizer's property. Such responsibility also includes losses caused by the persons performing the erection and disassembly of the display in the exhibition space on behalf of the Exhibitor.

8. The Exhibitor's artefacts may not be placed in traffic routes. Shows displaying the Exhibitor's goods and services may not pose a hazard to the safety of persons staying in the Expo Mazury or to the facility itself.

9. The Organizer reserves the right not to agree to the following:

- Placing the artefacts by the Exhibitor in Expo Mazury that in Organizer's opinion are dangerous or cumbersome, presentation of the Exhibitor's services in Expo Mazury that in Organizer's opinion are dangerous or cumbersome,

10. Placing goods or showing services in the Fair that would require maintenance of specific technical conditions or specific safety conditions requires the Organizer's consent.

11. The Exhibitor shall be solely responsible for the artefacts, losses caused by the artefacts and appropriate protection of artefacts for the entire time of storing artefacts in the territory of Expo Mazury.

**X. Advertising**

Article 19

1. Advertising of any goods and services without the Organizer's consent shall be forbidden in the territory of Expo Mazury.

2. Placing advertisements and distribution of advertising materials outside of the exhibition space and broadcasting any audio announcements or music audible outside of the exhibition space requires the Organizer's consent and payment of an additional fee.

**XI. Personal Data**

Article 20

1. Whenever the Exhibitor provides personal data on natural persons for the purposes related to the performance of the Agreement to the Organizer pursuant to the provisions of the Agreement, the Exhibitor represents and ensures that they have

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obtained the data with the consent of the persons to whom they apply within the meaning of Article 23 (1. (1)) of the Law of 29 August 1997 on personal data protection or pursuant to the effective legislation on processing of data of these persons on any other basis, they are authorized to transfer them to the Organizer for purposes arising from the provisions of the Agreement or the General Terms and Conditions of Participation, but the Organizer will be authorized to process them on their own for these purposes on this basis.

2. In the case referred to in para. 1, the Exhibitor shall provide the contact data of natural persons whose personal data are intended to be processed by the Organizer to the Organizer enabling notification of these persons about the conditions related to commencement of processing their data by the Organizer pursuant to the effective legislation, and the Organizer shall send notifications to these persons containing relevant information according to the specimen used by the Organizer.

3. In case third parties bring any claims against the Organizer or imposing any sanctions on the Organizer or entities related to the Organizer in relation to the untrue nature of the Exhibitor's representation referred to in para. 1 or failure to perform or improper performance of the obligation referred to in para. 2, even if the sanctions result from non-binding and not final verdicts or decisions, the Exhibitor will be obligated to pay a specific amount of money to cover claims, sanctions and related costs or any other losses suffered by the Organizer, at the Organizer's discretion, or to undertake any other actions aimed at elimination of negative effects for the Organizer, including those that are done directly for the benefit of the entities filing the claims or demanding imposition of sanctions.

## **XII. Final Provisions**

### Article 21

While performing the Agreement, the Organizer may use third parties, but must ensure its proper performance.

### Article 22

The Organizer reserves the right to require persons participating in/visiting the Fair who violate the provisions of the General Terms and Conditions of Participation or Good Commercial Practice to leave Expo Mazury.

### Article 23

The Exhibitor agrees to keep the content of the Agreement with all Appendices, in particular in terms of prices of services provided by the Organizer confidential. A potential disclosure of the content of the Agreement to third parties may take place solely pursuant to the effective legal regulations.

### Article 24

Without the Organizer's written consent, the Exhibitor may not sub-lease the exhibition space or give it for use to third parties, either for a fee or free of charge. The Organizer's written consent referred to in this paragraph is granted for a fee and it defines the principles and mode for sub-leasing the exhibition space or giving it for use to third parties. The Exhibitor shall be fully responsible for the actions or omissions of third parties who are the co-

exhibitors reported by him and in particular for their compliance with these Rules.

### Article 25

1. The Organizer shall have the right to cancel a fair event within the deadline of 60 days prior to the planned fair commencement date. In such case, the EXHIBITOR shall not be entitled to the claim of indemnity arising from it. The Organizer will notify the Exhibitor about the decision by e-mail.

2. In case the Exhibitor's participation in the Fair turns out to be impossible due to a fault wholly attributable to the Organizer, the Organizer will reimburse the entire remuneration paid by the Exhibitor to the Organizer for execution of the Agreement or will agree any other form of compensation.

3. If the Parties fail to agree any other form of compensation, the Organizer shall be obligated to reimburse to the Exhibitor the remuneration referred to in para. 1, within one month of the date in which the Exhibitor's participation in the Fair turned out to be impossible due to the fault solely attributable to the Organizer.

### Article 26

The Exhibitor expresses their consent to free-of-charge use of photographs and audio and video recordings containing the presentations of the Exhibitor's display exhibited in the Fair in order to inform about and promote the Organizer's business. This consent shall cover, in particular, such fields of exploitation as advertising booklets, leaflets, posters and websites. The Organizer ensures that materials created with the use of photographs or recordings specified in the first sentence will be produced in a professional and aesthetic manner and will contain a relevant description highlighting the Exhibitor's name.

### Article 27

Any amendments to the Agreement need to be made in writing in order to be effective.

### Article 28

The Polish law will be applicable to the Agreement. In case any provisions of the Agreement turns out to be invalid, the Parties agree that their intention was to execute the Agreement pertaining to the remaining part also without the provisions suffering from potential invalidity. In case the Agreement is executed in two language versions, the Polish version shall prevail.

### Article 29

The court in the jurisdiction of the Organizer's registered office shall be competent for hearing disputes arising from the performance of the Agreement.