

TERMS AND CONDITIONS OF PROVIDING EXHIBITION SPACE

An integral part of The MTG SA Gdańsk International Fair Co. Regulations for Trade Fair Participants (full text available at www.trakofair.com)

1. DATES AND VENUE OF THE TRADE FAIR: 21-24 SEPTEMBER 2021

AMBEREXPO Exhibition & Convention Center, Żaglowa 11, 80-560 Gdańsk, Poland

2. PARTICIPATION IN THE TRADE FAIR

2.1. Exhibition Space shall be provided on the following conditions:

a. Your trade fair application must be submitted by the dates indicated in 2.1.2. below by filling in an interactive electronic Application Form. By submitting the Application Form to MTG, you place an offer of participation in the trade fair and accept all the provisions of The MTG SA Regulations for Trade Fair Participants. The size of the exhibition space ordered must not be smaller than 9 m²,

b. The amount due resulting from the submitted Application Form that has been confirmed by MTG must be paid, as per the terms specified in Section 7 PAYMENTS below. **Important:** Please quote the name of the trade fair, the type of service and number of the invoice you are paying for in the title of payment.

2.1.2 MTG shall assign exhibition space taking into account the Applicant's application, as far as possible and subject to the logistics and technical conditions.

a. The Applicants who submit their application (i.e. place an offer of participation in the trade fair) by 27 November 2020 will receive a suggested stand location with the floor space size, dimensions and type after 15 January 2021.

b. The Applicants who submit their application (i.e. place an offer of participation in the trade fair) after 27 November 2020 will receive a suggested stand location with the floor space size, dimensions and type after 15 March 2021.

3. INDOOR EXHIBITION SPACE

3.1. The fee for exhibition space WITH A BOOTH (shell scheme as per the Applicant's own design), standard option, covers:

- floor space provided for the duration of the Trade Fair, stand setup and dismantling,
- white partition walls, navy-blue carpeting, electrical wiring (two spotlights, one electrical socket per each commenced 10 m²), storage area walls and door (as per the submitted design),
- cleaning service in the aisles and accessible parts of the stand,
- fascia board (with company name),
- invitation to the Exhibitor Meeting (room, catering, music), 1 pcs per up to 50 m² of space ordered, 2 pcs per 50 m² or more of space ordered.

3.2. Exhibition space with a booth (shell scheme) is also available in modules: S-9, S-12, S-15, S-18 and includes the following services:

- floor space provided for the duration of the Trade Fair, stand setup and dismantling,
- stand furnishings as per the design. (**Important: Module furnishings cannot be altered**),
- cleaning service in the aisles and accessible parts of the stand,
- fascia board (with company name),
- invitation to the Exhibitor Meeting (room, catering, music), 1 pcs.

3.3. The fee for exhibition space WITHOUT A BOOTH (no shell scheme) covers:

- floor space provided for the duration of the Trade Fair,
- aisle cleaning service,
- invitation to the Exhibitor Meeting (room, catering, music), 1 pcs per up to 50 m² of space ordered, 2 pcs per 50 m² or more of space ordered.

3.3.1. The setup of Exhibitor-provided stands on MTG SA-provided space is conditioned upon the following:

- submitting a stand design by 2 August 2021,
- receiving MTG's written approval of the design. MTG reserves the right to point out necessary corrections in the design (including stand height, suspension possibility, location of utilities, compliance with stand type). MTG will perform an approval of the stand design within 10 working days of its receipt,
- indicating a shell scheme contractor through an online form,
- if the received stand location includes any of the technical and/or fire protection components listed below, or has any of them directly adjacent to it, the stand designer and the Shell Scheme Contractor must meet all the conditions applicable on the AMBEREXPO premises that relate to securing MTG technical services' access to such components,
- taking into account the components of the technical infrastructure of the facility,
- the rear walls of the designed stand – regardless of their height (also below 2.5 m) – which are visible from the direction of neighbouring companies, must have a visually pleasing white finish.
- The stand cleaning service during the Trade Fair (Additional Services form) does not include cleaning after the Exhibitor-provided shell scheme setup.** The cleaning rules for the period of Exhibitor-provided shell-scheme setup/dismantling by a Shell Scheme Contractor are indicated in the Regulations* (4.16, 4.9).
- The Exhibitor is obliged to place the stand number, as indicated in the Confirmation of Application, in a visible place, excluding the Exhibitors who have ordered exhibition space with a booth (shell scheme). The stand must be marked with the number visible from the aisles. For corner, end and island stands, the stand number should be multiplied and placed in the line of sight of all the adjacent aisles, in order to be visible to all Visitors.

3.3.2. The fee for the exhibition space provided without a booth (no shell scheme) does not cover the cost of supply and use of electric power.

3.3.3. Exhibition space provided without a booth (no shell scheme) requires a non-refundable payment to be made for the stand construction auxiliary service, covering: security of the exhibition facilities, floor space layout, operating costs, i.e. heating, lighting, consumption (flat rate) of electric power and water during stand setup and dismantling, in the amount of:

- PLN 20.00, plus the applicable VAT, per 1 m² of a one-storey stand,
- PLN 29.00, plus the applicable VAT, per 1 m² of a two-storey stand in Halls A, B, C,
- PLN 26.00, plus the applicable VAT, per 1 m² of a one-storey stand more than 3.5 m tall in Halls D, E, F.

3.4. Exhibition space in Halls A-F is available as the following types:

- row space: open to one aisle,
- corner space: open to two aisles, subject to a surcharge and available for orders of over 20 m²,
- end space: open to three aisles, subject to a surcharge and available for orders of over 40 m². Up to 30% of each open side can be taken up by booth components. The booth requires MTG's written approval. The submitted design should include a detailed description of the booth: partition wall type, graphics, location relative to aisles,
- island space: open to four aisles, subject to a surcharge and available for orders of over 80 m². Up to 30% of each open side can be taken up by booth components. The booth requires MTG's written approval. The submitted design should include a detailed description of the booth: partition wall type, graphics, location relative to aisles.

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4. OUTDOOR EXHIBITION SPACE

4.1. The fee for OUTDOOR EXHIBITION SPACE WITHOUT A BOOTH (no shell scheme; display of machines, equipment etc.) covers:

- a. floor space provided for the duration of the Trade Fair,
 - b. invitation to the Exhibitor Meeting (room, catering, music), 1 pcs per up to 50 m² of space ordered, 2 pcs per 50 m² or more of space ordered.
- 4.1.1. The assembly/delivery of Exhibitors' exhibits at the exhibition space provided without a booth (no shell scheme) must be applied for by filling in the large-sized / rolling stock exhibit form online, by 1 September 2021. After this deadline, MTG reserves the right not to accept such an application.
 - 4.1.2. The assembly/delivery of exhibits is allowed only in accordance with the MTG schedule (which includes the assembly/delivery of exhibits by all Exhibitors) on 20 September 2021, from 8:00 to 21:00 hrs.
 - 4.1.3. The fee for the exhibition space provided without a booth (no shell scheme) does not cover the cost of supply and use of electric power. MTG reserves the right not to accept an order for electric power supply for technical reasons.
 - 4.1.4. The dismantling/pick-up of exhibits is available from 24 September 2021 at 17:00 until 25 September 2021 at 16:00 and is allowed only in accordance with the schedule indicated by MTG.

4.2. The fee for OUTDOOR EXHIBITION SPACE WITHOUT A BOOTH (no shell scheme; to be used for Exhibitor-provided structures, such as a tent, container stand) covers:

- a. floor space provided for the duration of the Trade Fair,
 - b. aisle cleaning service,
 - c. invitation to the Exhibitor Meeting (room, catering, music), 1 pcs per up to 50 m² of space ordered, 2 pcs per 50 m² or more of space ordered.
- 4.2.1. The setup of Exhibitor-provided stands is conditioned upon:
 - a. submitting a stand design by 2 August 2021,
 - b. receiving MTG's written approval of the design. MTG reserves the right to point out necessary corrections (including stand height, location of utilities, surface mounting method, weight). MTG will perform an approval of the stand design within 10 working days of its receipt,
 - c. indicating a shell scheme contractor through an online form.
 - 4.2.2. The assembly/delivery of exhibits is allowed only in accordance with the MTG schedule (which includes the assembly/delivery of exhibits by all Exhibitors) on 20 September 2021, from 8:00 to 21:00 hrs.
 - 4.2.3. In justified cases, the assembly/delivery of exhibits may take place at other times than those indicated in 4.2.2. above and outside of the schedule, subject to availability, at MTG's consent and conditioned upon a case-by-case written approval.
 - 4.2.4. Exhibition space provided without a booth (no shell scheme) requires a non-refundable payment to be made for the stand construction auxiliary service, covering: security of the exhibition facilities, floor space layout, operating costs, i.e. lighting, consumption (flat rate) of electric power and water during stand setup and dismantling, in the amount of PLN 10.00, plus the applicable VAT, per 1 m² of stand area.
 - 4.2.5. The fee for the exhibition space provided does not cover the cost of supply and use of electric power. MTG reserves the right not to accept an order for electric power supply for technical reasons.
 - 4.2.6. The dismantling/pick-up of exhibits is available from 24 September 2021 at 17:00 until 25 September 2021 at 16:00 and is allowed only in accordance with the schedule indicated by MTG.

5. EXHIBITION TRACKS

5.1. The fee for EXHIBITION TRACKS A – ŻAGLOWA STREET covers:

- a. tracks provided for the duration of the Trade Fair,

- b. invitation to the Exhibitor Meeting (room, catering, music), 1 pcs per up to 50 m of space ordered, 2 pcs per 50 m or more of space ordered.

5.1.1. The assembly of track-displayed exhibits on EXHIBITION TRACKS A is conditioned upon:

- a. filling in the large-sized / rolling stock exhibit form in the online system, by 31 August 2021. After this deadline, MTG reserves the right not to accept such an application.
- b. receiving MTG's written approval and arranging an assembly schedule with MTG.

5.1.2. The assembly/delivery of exhibits is allowed only in accordance with the MTG schedule (which includes the assembly/delivery of exhibits by all Exhibitors) on 20 September 2021, from 8:00 to 21:00 hrs.

5.1.3. In justified cases, the assembly/delivery of exhibits may take place at other times than those indicated in 5.1.2. above and outside of the schedule, subject to availability, at MTG's consent and conditioned upon a case-by-case written approval.

5.1.4. The availability of EXHIBITION TRACKS requires a non-refundable payment to be made for the construction auxiliary service, covering: security of the exhibition facilities, floor space layout, operating costs, i.e. lighting, consumption (flat rate) of electric power and water during setup and dismantling, in the amount of PLN 10.00, plus the applicable VAT, per 1 m of the tracks.

5.1.5. The dismantling/pick-up of exhibits is available from 24 September 2021 at 17:00 until 25 September 2021 at 16:00 and is allowed only in accordance with the schedule indicated by MTG.

5.2. The fee for EXHIBITION TRACKS B – GDAŃSK STADION EXPO PLATFORM covers:

- a. tracks provided for the duration of the Trade Fair,
- b. invitation to the Exhibitor Meeting (room, catering, music), 1 pcs per length of up to 50 m of space ordered, 2 pcs per length of 50 m or more of space ordered.

5.2.1. The assembly/delivery of exhibits must be applied for by filling in an online form.

5.2.2. The assembly/delivery of exhibits may take place only in accordance with a document entitled: "Delivery instructions for rolling stock exhibits at EXHIBITION TRACKS B." Exhibit preparation time is available on 20 September 2021, from 8:00 to 21:00 hrs.

5.2.3. The delivery of exhibits must be performed only in accordance with the guidelines of the railway infrastructure administrator and by licensed railway operators. MTG will send Instructions with the said guidelines to the Exhibitor who has declared a presentation of rolling stock/track machinery.

5.2.4. The dispatch/pick-up of exhibits from EXHIBITION TRACKS B may begin on 24 September 2021 at 18:00, as per the MTG schedule and the Instructions referred to in 5.2.2. above.

6. REGISTRATION FEE

6.1. The Exhibitor registration fee of PLN 690.00, plus the applicable VAT, covers:

- a. advertising and promotion of the Trade Fair in the media,
- b. Entry Passes, 2 pcs (per each commenced 10 m²),
- c. Parking Card (a motor car) – 1 pcs,
- d. Trade Visitor Voucher – 20 pcs,
- e. Exhibitor Directory – 1 pcs,
- f. invitation to the Exhibitor Meeting (room, catering, music), 1 pcs per up to 50 m² of space ordered, 2 pcs per 50 m² or more of space ordered,

6.2. The Co-Exhibitor registration fee is PLN 1,800.00, plus the applicable VAT, and covers:

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- a. advertising and promotion of the Trade Fair in the media,
- b. Exhibitor Directory entry – 1 page,
- c. Entry Passes – 2 pcs,
- d. Exhibitor Directory – 1 pcs.,
- e. Exhibitor Meeting invitation – 1 pcs,
- f. Trade Visitor Vouchers – 40 pcs,
- g. Parking Card (a motor car) – 1 pcs.

7. MAINTENANCE FEE

7.1 a mandatory maintenance fee must be paid by the Participant or Shell Scheme Contractor for the removal of waste generated due to the setup and dismantling of a non-modular stand (not subject to multiple use), depending on the occupied space provided without a shell scheme (booth). This fee is non-refundable. The payment of the fee should be made prior to the commencement of setup work, in the Blue Media Payment System by bank transfer or payment card, and in the case of foreign entities only by payment card. The payment of the fee is triggered by the Participant or the non-Exhibitor entity who submits trade fair applications on behalf of Exhibitors, in their profile in the application submission system. In the Blue Media Payment System, an automatic message with a payment order will be generated to the e-mail address of the contact person, consistent with the application form. After the payment of the maintenance fee, MTG will issue an invoice.

7.2 Rate of maintenance fee

- a. exhibition space 9-18 sq. m. – 300 PLN net
- b. exhibition space 19-24 sq. m. – 500 PLN net
- c. exhibition space 25-50 sq. m. – 800 PLN net
- d. exhibition space 51-100 sq. m. – 1400 PLN net
- e. exhibition space above 100 sq. m. – 2000 PLN net

8. PAYMENTS

8.1. Having received the Confirmation of Application from MTG, Applicants shall pay 50% of the gross value (incl. VAT) of the exhibition space and other additional services ordered, within 7 days of receiving the Confirmation of Application.

8.2. Applicants shall pay the outstanding 50% of the gross value (incl. VAT) of the exhibition space and services ordered, by 5 August 2021.

8.3. Applicants who submit their application after 20 July 2021 shall pay 100% of the gross value (incl. VAT) of the exhibition space and other additional services ordered. The payment is to be made within 7 days of receiving the Confirmation of Application from MTG.

8.4. The prices for providing exhibition space and services are set in Polish Zlotys (PLN).

8.5. If a PLN invoice is not acceptable, invoices can be issued and payments can be made in EUR or USD, with the proviso that:

- a. the value of orders placed by 31 December 2020 will be converted according to the EUR or USD exchange mid-rate announced by the National Bank of Poland on 1 July 2020,
- b. the value of orders placed after 31 December 2020 will be converted according to the EUR or USD exchange mid-rate announced by the National Bank of Poland on 4 January 2021.

8.6 Cancellation of participation

8.6.1. The Applicant may cancel its offer of participation or withdraw from the concluded Participation Agreement. The cancellation of an offer of participation or the withdrawal from the Participation Agreement shall require written form under pain of invalidity. The withdrawal should be submitted by a person authorised to do so or in accordance with the rules of representation. A withdrawal from the Participation Agreement:

- a. **by 14 January 2021** – shall result in an obligation to pay a handling charge of 10% of the total gross value of the exhibition space and services ordered, as specified in the Application Form,

- b. **between 15 January and 30 March 2021** – shall result an obligation to pay a handling charge of 15% of the total gross value of the exhibition space and services ordered, as specified in the Application Form,

- c. **between 1 April and 15 July 2021** – shall result an obligation to pay a handling charge of 30% of the total gross value of the exhibition space and services ordered, as specified in the Application Form,

- d. **from 16 July 2021** – shall result in an obligation to pay 100% of the total gross value of the exhibition space and services ordered, as specified in the Application Form, and of other services ordered.

8.6.2. Subject to 8.6.3. below, the provisions of 8.6.1. above shall apply respectively to the withdrawal of a Participant, or a non-Exhibitor entity who submits trade fair applications on behalf of Exhibitors, from the Participation Agreement as a result of the occurrence of the circumstances referred to in Regulations* 15.1. If the dates of the trade fair are postponed, any regulations stipulated for the new dates of the trade fair shall apply accordingly.

8.6.3. If the trade fair is cancelled by MTG for reasons described in Regulations* 15.1., if the information about the trade fair cancellation takes place in the period:

- of up to 90 days prior to the trade fair—MTG will refund 100% of the participation fee paid in;
- less than 90 days prior to the trade fair—MTG will impose a handling charge of 10% of the total net value of the exhibition space and services ordered, as specified in the Application Form; the said amount shall be increased by value added tax (VAT) due, as per the applicable laws.

8.6.4. Regardless of the reasons related to the lack of participation in the trade fair, in each case the provisions of Regulations* 2.2.3. shall apply accordingly.

9. ENTRY PASSES / DEPOSIT

9.1 Exhibitors are required to hold personal entry passes (badges) authorising them to enter the Trade Fair. Entry passes (badges) should be printed out from the system before arriving at the Trade Fair. The fee for exhibition space includes 2 entry passes per each commenced 10 m² of stand area. Extra entry passes are available at a charge, as per the Application Form.

9.2. For Exhibitor-provided shell schemes: before the work begins and after it is completed, the Exhibitor and/or Shell Scheme Contractor shall report to MTG (the Trade Fair's technical support) in order to draw up the Exhibition Space Handover/Return Report and collect SERWIS (service) passes. The Stand Construction Supervisor indicated in the Shell Scheme Contractor Form is authorised to draw up the Report and collect the passes.

9.3. The shell scheme construction may begin when the payment of a PLN 500.00 deposit has been made and documented. **A stand deposit** must be paid to cover any possible damage caused during stand setup and dismantling, stand operation and the cost of maintenance work, as well as to cover any imposed fines. MTG reserves the right to pursue the amounts due and any compensation arising for MTG in excess of the value of the agreed deposit. The payment of the deposit should be made prior to the commencement of setup work, in the Blue Media Payment System by bank transfer or payment card, and in the case of foreign entities only by payment card. The payment of the fee is triggered by the Participant or the non-Exhibitor entity who submits trade fair applications on behalf of Exhibitors, in their profile in the application submission system. In the Blue Media Payment System, an automatic message with a payment order will be generated to the e-mail address of the contact person, consistent with the application form. The deposit should be paid no later than by the first regulation setup day for custom (individual) stands for a given trade fair or on the day preceding the

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setup date agreed on a case-by-case basis with MTG. Failure to pay the deposit shall entitle MTG to refuse to make the stand available.

10. DATES AND OPENING HOURS: THE HALLS AND FAIRGROUNDS

10.1. CONSTRUCTION OF EXHIBITOR-PROVIDED SHELL SCHEMES

Regulation stand setup time, covered by the regulation fee (see the Regulations* 4.7.d):

Halls: B,C,D, E,F

13 - 19 September 2021, from 08:00 to 19:00

20 September 2021, from 08:00 to 21:00

Hall A

14 - 19 September 2021, from 08:00 to 22:00

20 September 2021, from 08:00 to 21:00

REMARKS:

- In justified cases, the working hours may be changed but only upon prior notification (minimum one day in advance by 15:00 hrs) and with MTG's written consent. Upon the extension of the working hours, the Exhibitor and/or Shell Scheme Contractor will be charged PLN 600.00, plus the applicable VAT, per one hall, per each commenced hour.
- on 20 September 2021 from 08:00 to 21:00, only the installation of stand furnishings shall be allowed; no dust-generating work shall be allowed in the halls.

10.2. EXHIBITOR OPENING HOURS

20 September 2021, from 08:00 to 21:00

21 September 2021, from 08:00 to 19:00

22-23 September 2021, from 09:00 to 18:00

24 September 2021, from 09:00 to 22:00

Important: Only an Exhibitor Entry Pass authorises entry into the halls at the times listed above. Holders of Visitor Entry Passes will be admitted to the halls as per 9.3 below.

10.3. VISITOR OPENING HOURS

21-23 September 2021, from 10:00 to 17:00

24 September 2021, from 10:00 to 16:00

11. DISPLAY ARRANGEMENT / EXHIBIT DELIVERY

11.1. Exhibits and stand furnishings are to be delivered to the exhibition halls by 20 September 2021, by 20:00 hrs. After that time, it will not be possible to unload the exhibits.

11.2. Any replacement or supplementation of the items on display may be done only after obtaining written permission from MTG and should take place prior to the opening or after the closing of the Trade Fair to the visitors.

11.3. The transport of especially heavy and large-sized materials to the exhibition halls requires advance written notification to MTG. Failure to notify MTG about such objects may result in their being excluded from display during the Trade Fair. Moreover, such objects require original incombustibility certificates, while their location at the Trade Fair must be approved by MTG.

11.4. Exhibits must not be placed in the aisles adjacent to the exhibition stand, while equipment demonstrations, the Exhibitor's events or other promotional activities must not hinder or prevent the provision of services to other stands or the safe passage of Exhibitors and the public.

11.5. The Exhibitor's events and other promotional activities referred to in 11.4 above require a permission request to be made. The request should include the type of event, its programme, duration, planned number of participants, other important information, and should be filed with MTG by 10 September 2021. MTG reserves the right to specify terms and condition for the event or to refuse consent for the event.

11.6. Other exhibit-related terms and conditions are indicated in the Regulations, Section 5.

12. VEHICLE ENTRY TO THE FAIRGROUNDS AND CAR PARKS

12.1. Exhibitors are entitled to one parking pass (included in the registration fee) which authorises them to enter a car park indicated by MTG throughout the duration of the Trade Fair (21-24 September 2021).

12.2. An Exhibitor may purchase extra parking passes, subject to availability, by means of an electronic purchase order – the Additional Services form. The number of spaces is limited. Detailed principles of vehicle entry and parking are indicated in Regulations* 7.2.

13. STAND DISMANTLING DATES

24 September 2021, from 17:00 to 22:00

25 - 28 September 2021, from 08:00 to 20:00

IMPORTANT

- In justified cases, the working hours may be changed but only upon prior written notification (minimum one day in advance by 15:00 hrs) and with MTG's consent. Upon the extension of the working hours, the Exhibitor and/or Shell Scheme Contractor will be charged PLN 600.00, plus the applicable VAT, per one hall, per each commenced hour.

14. FOOD & BEVERAGE SERVICES – CATERING – EXCLUSIVE PROVIDER

The Food, Beverage and Catering services at AMBEREXPO are provided exclusively by Amber Side Sp. z o.o. The services are available at the AMBER SIDE restaurant & bar to all the participants, especially the Exhibitors, Co-Exhibitors and the participants in the accompanying conferences and meetings. Orders can be placed by e-mail: info@amberside.pl, www.amberside.pl

15. FORWARDING / UNLOADING

Forwarding services and assistance with unloading are provided by:

- NETLOG POLSKA Sp. z o.o., Andrzej Szcześ, e-mail: andrzej.szczes@netlog.org.pl; tel. +48 784 022 612
- TRANSMEBLE INTERNATIONAL, Daniel Piłkuła, e-mail: daniel@transmeble.com.pl; tel. +48 504 103 563

Międzynarodowe Targi Gdańskie SA, February 1, 2021

* Regulations stand for The MTG SA Gdańsk International Fair Co. Regulations for Trade Fair Participants, available at www.trakofair.com

Other available documents:

Shell Scheme Contractor Form

Exhibitor's and/or Shell Scheme Contractor's Statement

Exhibition Space Handover Report

Suspension Map and Related Conditions