

## Appendix A- Terms & Condition of participation at the exhibition / congress

1. **Introduction:** This appending A of terms & conditions is an integral part of the agreement between the exhibitor according to the details specified in the registration form to which this Appendix is attached (the “**Exhibitor**” and the “**Registration Form**”, respectively), and Stier Group (the “**organizers**”). the exhibitor agrees to all the conditions listed in the “exhibition brochure” and it’s “Appendix” as well as “exhibitor manual”, as appears on the organizer’s website (in the address: [www.stier-group.com](http://www.stier-group.com)) (the “**Website**”), and the “exhibitor’s manual” files and “welcome” files which will be published in the Website and/or shall be sent to the exhibitor via e-mail according to the e-mail address provided on the Registration Form (alternatively the information will be sent by mail or fax, at the sole discretion of the organizers, as follows “exhibitor’s address”), whether under the title specified above or any other title, as shall be amended from time to time (all together, “**Exhibitor’s Manual**”), as well as information, guidelines and instructions for the exhibitors or the organizers published occasionally by the venue, and which will be published on the exhibition or the organizers website, or mailed to the exhibitor’s address (including, with respect to service providers and franchisers) (the “**Venue Instructions**”), which are too, an integral part of the agreement between the exhibitor and the organizers, which complete the provisions and are binding the exhibitor, and in any case of conflict between these documents, that cannot be settled with their orders, the terms of the venue will prevail over this chapter of conditions, which will prevail over the exhibitor’s manual.
2. **Definitions:**
  - a. **Exhibition and/or congress:** The exhibition area and/or the promotional media platforms and/or the sponsorship is provided and/or any other service that is provided and/or being sold by the organizers. The detailed terms and conditions shall also apply to the Venue Instructions.
  - b. **Venue:** The facility where the exhibition is held and/or other activities are taking place, concurrently with the exhibition.
  - c. **Exhibitor:** Any organization who has made a connection under the organizer’s registration form, for an exhibition space or any other service from the organizers.
  - d. **Sponsor:** Any organization who has made a connection under the organizer’s registration form for sponsoring the exhibition and/or congress and/or any other activity of the organizers.
  - e. **Sponsorship:** Any promotional service that is not an exhibition space, which was provided and/or sold by the Organizers, including an advertisement and/or sponsorship and/or placement of sponsor’s logo on all exhibition publishing materials and/or congress and/or event, Placing signs and/or any other service defined in the sponsorship details.
  - f. **Display area and/or booth:** The space that is given to the exhibitor according to the agreement. It is clarified that this area does not include any additional services including modular construction, electricity, communication, roofing, carpet, etc.) and that the shape of the space and allocation on the exhibition floor plan are not final and are subject to changes according to the organizers needs.
  - g. **Exhibition floor plan:** Is the map (“floor plan) with all exhibition display areas and all public spaces at the exhibition. All the display areas are marked with numbers. Exhibition floor plan, display areas including entrances and exits, audience flow, may vary from the planning and registration time, up until the actual exhibition set-up. Notwithstanding the above mentioned in paragraph no. 15, it is clear that this map is for illustrative purposes only and the exhibitor should not rely on this map for measurements and final design of the booth or any other purpose except the general location of the exhibition space.
  - h. **Modular constructed package** (or “modular construction”) is an addition to the floor space which will be ordered if needed in addition to the floor space, which includes modular construction (“Schell scheme”) with a back panel, two side panels and a variety of extra services as detailed on the “exhibition brochure” and on the “exhibitor’s manual.
3. **Sponsor:** It is clarified that all things mentioned in this agreement in regards to the exhibitors will apply to the sponsor as well in accordance with the necessary changes and subject to what is mentioned in this paragraph. It is clarified and known to the sponsor that he cannot cancel the sponsorship agreement after signing it, with all that it entails, and that the organizers can publish the sponsorship despite the sponsor’s wishes to cancel this

agreement or violate it. In addition, the sponsor knows that the sponsorship will appear in any way the organizers decide, and the sponsor will not have any complaints and/or demands in this regard. Notwithstanding the above, it is clarified that the organizers have the right to cancel the sponsorship agreement at any time at their sole discretion and without any explanations, and in this case the only thing the sponsor will be entitled to is getting back any amount paid in respect of his sponsorship in its nominal value and without linkage difference or interest.

4. Notifications for exhibitors, including guidelines and instructions included in the exhibitor's manual, which will be transferred by fax and/or email as it appears on the registration form, will be considered as submitted after 24 hours.
5. The exhibitor declares that his registration does not rely or depend on the existence of any additional activity except for the exhibition, including conferences, workshops, demonstrations or any other activities planned during the time of registration, concurrent to the exhibition ("related activities").

The exhibitor is aware that these activities may be canceled, changed and updated, whether by the organizers or by a third party, at any time and without prior notice to the exhibitor, and declares that he shall have no claim or demand regarding these activities, changes or cancellations, and would not have any reason or consideration to cancel his participation in the exhibition.

#### 6. Responsibility:

- a. The exhibitor will be responsible for any damage (including physical and property) or loss for him or for any third party (including his staff, sub-contractors, exhibitors, visitors, organizers and the facility) regarding activities or works done by him or a person on his behalf, exhibitor's property or adjustments made for the exhibitor inside the exhibition space or the exhibition (including negligence or failure), and the exhibitor releases the organizers from any responsibilities due to any damage and will indemnify the organizers immediately upon receiving their first demand or claim, caused by the exhibitors' actions as described. The exhibitor is obliged to make the proper insurance for these responsibilities at the appropriate amounts.
- b. It is clarified that the exhibitor will have no claim or demand towards the organizers due to loss, theft or property damage to the exhibitor or anything related to him, including direct damage, indirect, consequential or special, and the organizers will have no responsibility for any of these damages mentioned here. Notwithstanding the above, the exhibitor is aware of the fact that it is recommended to ensure himself and his products within the exhibition and during the transferring of the goods to and from the exhibition hall. For the avoidance of doubt it is clarified that the provisions of the guards-laws would not apply to the relationship between the exhibitor and the ushers, whether they are hired by the organizers or by the facility, they are in charge only for maintaining order and not security in any kind whatsoever.
- c. The exhibitor will keep his exhibition space as well as any equipment given by the organizers or the facility, including furniture, panels, constructions, spotlights, power sockets, carpet ("related equipment"), and shall be responsible for any damage or loss caused by him, in relation to the organizers, the rest of the exhibitors and the facility, according to debit which will be determined by the organizers.
- d. It is clarified and emphasized that the organizers are not responsible for the success of the exhibition (in regards to the exhibitor or in general), including a minimum number of attendees, and in general will not hold accountable for the exhibitor's business results at the exhibition, and the exhibitor will have no claim or demand towards the organizers for those results.
- e. **It is clarified and emphasized that the organizers are not responsible under any circumstances for any damage or loss, for the exhibitor, which may be caused or happen as a result of interruptions of the services provided by the facility, including suppliers and infrastructure services such as electricity, communications and water.**
- f. Without derogating from the aforesaid in this agreement, the organizers will not be held accountable for special damages, consequential, direct or indirect, including bad reputation, which might happen to the exhibitor. Should it exist, the organizers' overall responsibility, for the direct damage for the exhibitor, would be limited to the amount paid by the exhibitor for the floor space only.
- g. The exhibitor undertakes to make sure his exhibition space is organized, ready for the visitors, including the presence of at least one of his staff, without the necessity to bring in his displays (for the avoidance of doubt it is forbidden during exhibition opening hours), renovations or decorations, sixty minutes prior to the opening of the exhibition to the public and during opening hours. Without derogating from the aforesaid, it is clarified that setting

up and dismantling of the exhibition, bringing in and taking out the goods and all decoration materials will take place during the hours and timetable supplied by the organizers to the exhibitor and subject to the facility regulations. If the exhibitor breaches any part of this agreement, he should pay the agreed amount of 10,000 NIS to the organizers excluding VAT immediately, upon the organizers' first demand. Without derogating from the option stands for the organizers, it is the exhibitor's duty to indemnify the organizers for any lawsuit, claim or demand from a third party regarding this infringement liability.

#### **7. Entering Food & Beverage into the exhibition:**

- a. An exhibitor would not be able to serve refreshments or drinks inside the exhibition area or the venue, unless it is approved by the venue regulations and subject to a prior approval from the organizers.
- b. Without derogating from the aforesaid -
  - (1) Without an explicit written approval from the organizers an exhibitor would not be allowed to (i) sell refreshments or drinks in the exhibition area, nor inside his booth nor inside the venue; (ii) serve light refreshments or beverages, which are according to the organizer's sole discretion, a nuisance to visitors or other exhibitors, including smell, or to cook or heat any kind of food or beverage.
  - (2) The exhibitor is responsible for maintaining the booth cleaning and its surroundings, whether refreshments were served by him or not, and collect any food waste within the facility which was served by him.
- c. In addition, and without derogating from the aforesaid or from the exhibitor's obligation to verify the facility's regulations, the following regulations will apply during an exhibition within the venue Expo Tel Aviv (hereinafter, "**Expo**"), which do not contradict the regulations of Expo at the time of the exhibition:
  - (1) Whether the exhibitor wishes to use catering services or food and/or beverage professional machines, he is obliged, according to Expo's regulations, to use their official franchisees of food and beverages. Such list of franchisees can be found at the organizers production department. For the avoidance of doubt, an exhibitor who wishes to offer his costumers beer and/or use beer dispensing machine and/or coffee from espresso machines, or give any other kind of refreshment or food services etc., is obliged to use Expo's franchisees, as he will not be allowed to supply these services independently or rent these services from outsource providers who are not part of the franchisees' list of Expo.
  - (2) Exhibitors will be allowed to bring food item or beverage to their own personal use and/or for distribution for the visitors only, within their booth only if these items were purchased in a non-commercial packages, in a minimal amount as tasting samples such as: candy, pretzels, mini snacks, chocolates, wine and coffee from household coffee machines. In this case, only the exhibitor will distribute it, and in any case will not use professional services such as bartenders and/or waiter services that are not a part of Expo's franchisees.
  - (3) In any case the exhibitors are prohibited to sell food and /or beverage at the exhibition and it has to be complimentary (free of charge).
  - (4) Alcoholic beverages - in any case of alcoholic beverages distribution such as wine, beer, etc. there has to be a proper sign according to the Israeli Police regulations, placed in a prominent location stating: "It is forbidden to hand out alcoholic beverages to people under 18 years". No distribution of alcoholic beverages would be possible without the presence of such a sign.
  - (5) Pop Corn - generally it is not allowed to put a pop-corn machine inside the exhibition space, a company which will receive an exceptional approval to operate a pop-corn machine is required to have a cleaning person inside and outside its booth. This person will be hired by Stier Group and the company will have to cover all costs involved.
- d. The exhibitor knows that violating this paragraph will result in a liability for compensation to the organizers on the agreed amount of 2,500.00 NIS + VAT per exhibition day on which this violation has occurred and without derogating from any other option available for the organizers, and it is the exhibitor's duty to indemnify the organizers against all claims or demands from the facility and/or any third party in regards to this violation.

#### **8. Signs, Advertising and Sound:**

- a. Subject to all regulations given by the exhibition, facility and public, advertisement from any kind will be presented inside the exhibition area only, on the condition that no damage will be caused to the equipment.
- b. The exhibitor is not allowed to perform advertising or marketing activities outside his booth (including, for the avoidance of doubt, the aisles alongside his booth and the exhibition area including the lobby, the near complex and parking lots.)

- c. The exhibitor is not allowed to use amplification or hi-fi methods at the exhibition area (including music playback or acoustic advertisement) unless it is permitted according to the facility and exhibition rules and even then, subject to the prior approval by the organizers. Notwithstanding the above, no amplification can be performed which exceeds the exhibitor's booth.
- d. Notwithstanding the above, it is clarified that the exhibitor alone will be responsible for obtaining all the appropriate licenses for playing music, including royalty payments, to the representative organizations of artists (ACUM), performers (Eshkolot - Elam) and record labels (Federation, PIL), and will compensate the organizers for any action, claim or demand which concerns violations of music rights by the exhibitor.

#### **9. Agreement duration and cancellation:**

- a. This agreement is effective on the date it is signed by both parties and until the exhibition's dismantling and full evacuation from the venue. The exhibitor is not allowed to cancel the agreement earlier. Notwithstanding the above, whether the exhibitor announces the agreement cancellation before the end of the exhibition, or the exhibitor has violated a fundamental breach, he shall compensate the organizers with the agreed amount in accordance to the cancellation date or violation, as follows:

- (1) 301 days or more, before the fixed date of the exhibition opening - 10% of the total participation fee at the exhibition according to the exhibition price list and spaces ordered\*.

- (2) Between 300 to 181 days – 25% of the total participation fee at the exhibition according to the exhibition price list and spaces ordered\*.

- (3) Between 180 to 121 days – 50% of the total participation fee at the exhibition according to the exhibition price list and spaces ordered\*.

- (4) Between 120 to 61 days – 100% of the total participation fee at the exhibition according to the exhibition price list and spaces ordered\*.

- (5) Starting from 60 days before the fixed date of the exhibition opening – double of the total amount of participation fee according to the exhibition price list and spaces ordered\*.

- (6) Clarification: \*the exhibition price list refers to the full participation fee as appear in the exhibition brochure price list without any discounts and/or reductions.

The organizers are entitled to the cancellation fee as specified above without derogating from the organizers' right to reduce the damage caused to them, in terms of the damage to the visitors and ruining the exhibition's reputation as well as the organizers' reputation, by renting the exhibition space to a different exhibitor.

Any cancellation by exhibitor must be done with a written letter sent in at least 2 ways (1) via e-mail to expo@stier-group.com and via registered post with a proof of delivery confirmation by the recipient to the address of the organizers as appear in the registration form. The notice shall be deemed to have reached its destination within 24 hours after received by the organizers via registered post. Sending cancellation notice by the exhibitor in any other way does not apply. It is clarified that the cancellation fees will be paid no later than 7 days after sending the cancellation letter.

- b. Notwithstanding the above, whether the exhibitor is absent from his booth 60 minutes before the exhibition opening hour, even when he did not officially cancel the agreement, this would be considered as a fundamental breach of this Agreement which shall be subject to provisions of subsection 9.a.5
- c. Notwithstanding the above, the organizers may cancel the agreement without any reason, immediately at their sole discretion, by giving the exhibitor a written notification within 75 days from the date of signing the agreement, or, in the case of cancellation of the whole exhibition, by giving the exhibitor a written notification, no later than 30 days prior to the opening date of the exhibition. When the organizers cancel the exhibitor's participation, or the whole exhibition as mentioned, the only payment the exhibitor will be entitled to is the payments made to the organizers under this agreement, and the exhibitor would not have any claim or demand beyond the refund of these payments due to the agreement cancellation.
- d. Notwithstanding the above, the organizers may cancel the agreement in any case of violating of the terms of this agreement, which were not corrected immediately upon receipt of such notification, or immediately in the event of breach of the terms of this agreement, including when such breach is expected, as well as in the case of suspicion of hostile action, mentioned in section-17. Whether the agreement was canceled due to such breach as mentioned, the cancellation would be against the exhibitor one's debit, which will compensate the organizers on the agreed amount as stated in section a-small according to the violation date.

- e. It is clarified that postponement of the exhibition date by the organizers to a date, no later than 90 days from the date presented on the registration form, would not be considered as violation or breach of this agreement, unless a notification was given to the exhibitor no later than 30 days from the fixed date of the exhibition's opening. Whether the exhibition date is postponed as mentioned, the dates for all fixed payments would be delayed in accordance to this postponement.

#### 10. Force Majeure:

- a. **"Force Majeure"** is one of the following situations (Hereinafter **"Force Majeure"**):

- (1) Act of war and/or military operation and/or a situation of active combat between Israel and her neighboring countries and/or terror organization; or
- (2) A situation in which a limitation on the number of people that are allowed in gatherings, congresses and/or exhibitions was imposed; or
- (3) A situation in which an Israeli competent authority has banned the organizers from opening the exhibit and/or conference; or
- (4) A situation in which the organizers are unable and/or are not allowed to open the exhibition due to a medical situation and/or local and/or international epidemic; or
- (5) A situation in which the exhibition and/or congress venue or a part thereof suffers damages that prevent the organizers from opening the exhibition as planned; or
- (6) Any other situation that prevents the organizers from opening the exhibition as planned under circumstances that are beyond organizers' control.

- b. **Exhibition and/or conference change of date due to Force Majeure:** It is hereby clarified that, any change of date of the exhibition and/or congress by the organizers due to Force Majeure, including a change in the exhibition and/or congress's dates and hours, will not be considered as a violation or breach of this agreement by the organizers and will not constitute grounds for claims and/or compensation against the organizers. In case of such change, the exhibitors' payments schedule will be revised and adjusted in accordance with the new date.

- c. **Cancellation of the Exhibition and/or conference due to Force Majeure:**

- (1) Should the organizers choose and/or will be instructed by the competent authorities or a relevant governmental body to cancel the exhibition and/or conference, then the organizers shall promptly notify the exhibitor.
- (2) In the event of a cancellation made in accordance with the above subsection a., the organizers shall reimburse the exhibitor in the nominal value of the amounts actually received by the exhibitor in accordance with this agreement. It is hereby clarified that this subsection b. refers to cancellation of the exhibition and/or conference and not the postponement thereof.
- (3) Beyond the reimbursement of the payments made, the exhibitor shall have no further demands and/or claims towards the organizers with respect to the cancellation the exhibition and/or conference.

- 11. Exhibitor (in this subsection "direct exhibitor") is not allowed to exhibit inside his booth, any products or services of another company, or either share his booth with another company ("indirect exhibitor" / "co-exhibitor"), unless given an approval from the organizers, which may include an approval condition, that the indirect exhibitor will take upon himself all of the exhibitor's obligations under this agreement, his registration as an indirect / co exhibitor, as well as payment of 3,500.00 NIS + VAT payable by the direct exhibitor, for each indirect exhibitor. Notwithstanding the above, the direct exhibitor would be responsible for the organizers, for any action taken by the indirect exhibitor, together with the direct exhibitor or without him.

- 12. The payments to the organizers, as stated in the registration form and in accordance with the payments timetable, is a fundamental contortion for the organizers' relationship in this agreement and the organizers have the exclusive right to cancel this agreement in case the exhibitor did not fulfill his obligations as stated in the registration form.

#### 13. Guaranties:

- a. As a guarantee of the exhibitor's obligations, according to this agreement, he would deposit his belongings located at the exhibition and provide them as a guarantee to the organizers, which will be considered as a deposit and in the care of the organizers, without derogating from the above mentioned in the disclaimer by the organizers, according to subsection 6-b.
- b. The exhibitor allows the organizers to collect the payments which they deserve under the agreement, whose payment date has expired, by using the exhibitor's credit card, he gave as a safety method indicated on the registration form, either to deduct or at any other legal way.

14. VAT rate will apply on the exhibitors according to the rate at the time of issuing the different invoices.

**15. Exhibition Space and Exhibition Floor plan:**

- a. It is clarified that the location and the scheme of the ordered exhibition space, as well as the exhibition floor plan (including the planning of the exhibition, and crowd flow, public areas and booth numbers) are intended for illustrative purposes only, are not final and are subject to change according to the sole discretion of the organizers, without the need for explanations, and the exhibitor cannot rely on them to plan his exhibition space, evaluate the feasibility of the contract or for any other purpose.
- b. It is clarified and agreed that the exhibitor shall have no claim or demand against the organizers for the discrepancy or difference between the exhibition space and the scheme, location and the details of the ordered exhibition space.
- c. Notwithstanding the above, in the event of a change in location of the exhibition space, the organizers will make a reasonable commercial effort (1) to give the exhibitor a written notification regarding this change no later than 10 days before the exhibition opening date; and (2) to offer the exhibitor the opportunity to choose between two alternative exhibition spaces whose spaces in square meters are identical to the exhibition space as ordered.

**16. Exhibition Catalog and Advertisements:**

- a. The Exhibitors are entitled but not obligated, according to their sole discretion, to advertise the exhibitor's details (including name and address) as an exhibitor at the exhibition, on the exhibition catalog which will be produced, or on any other advertising material.
- b. For this matter, the exhibitor's details are the same as entered on the registration form, unless revised by the exhibitor by giving a notification about it, no later than 60 days prior the exhibition opening date. In the case of missing details, the organizers may use the information that was given or published by the exhibitor in the past.
- c. It is clarified that in any case, the exhibitor shall have no claim or demand against the organizers for advertising, non-advertising, error or omissions of information on the exhibition catalog or any other advertising material.
- d. Notwithstanding the above mentioned in subsection 17.a, an exhibitor who registered after the final deadline of submitting his company's advertising details, will not appear on the exhibition catalog or any other advertising material.

**17. Changing the opening hours of the exhibition:** without derogating the above, the organizers are entitled to change the opening and closing hours of the exhibition from the hours specified in the exhibitors' brochure, the hours will be published with the exhibition invitation. Changing the opening and closing hours of the exhibition will not constitute any grounds for claims and/or compensation against the organizers and /or changing the binding agreement between the organizers and the exhibitor.

**18.** An exhibitor will not perform any action which, according to the organizers, can harm the success of the exhibition, including damage to the exhibition's reputation or to the organizers ("hostile action"). Such action shall constitute a material breach of this agreement.

**19.** Any deviation of the booth space which is higher than 2.46 meters, requires the explicit written approval by the organizers, on a scheme with the deviation information (full details on the "exhibitor's manual").

**20.** It is clarified that the deviation of the booth space will be a fundamental breach of this agreement.

**21. Safety instructions at the exhibition:** the exhibitors are committed to comply at any time with the safety terms required by the laws of the State of Israel, with the procedures and safety guidelines which are publishes by the Institution for Occupational Safety and Hygiene, and with the provisions of the safety engineer or safety inspector who will be appointed by the organizers ("**safety inspectors**"). Notwithstanding the above mentioned, no set-up or dismantling activities by the exhibitors or people on his behalf will be performed, except in accordance with the guidelines and instructions and of the safety inspectors, and after all the necessary approvals are received, including, approvals of construction as detailed on the "exhibitor's manual". For the avoidance of doubt, an action which is not in accordance with the above mentioned would be considered as a material breach of this agreement by the exhibitor.

**22.** According to this agreement, the exhibitor cannot invite, pass on or assign his rights or part of them to a different party to participate at the exhibition.

**23.** It is absolutely forbidden to exhibit products which are not appropriate to the nature of the exhibition or offend the public or the right to privacy.

- 24.** The Tel-Aviv court of justice shall have the exclusive jurisdiction to discuss any disagreements related to this agreement or derived from it.
- 25.** Sections which are in their nature or context are aimed to fulfill the termination of this agreement, will be valid in its entirety even after the termination or cancellation of the agreement for any reason.