

Exhibition Regulations

IME - Investment Management Exhibition

General conditions for exhibitors participating at IME - Investment Management Exhibition, organised by Bekim Xhafa Exhibitions.

Introduction

Bekim Xhafa Exhibitions is a specialized company working in the trade fair sector. The headquarter of the company is in Mannheim, Germany. Bekim Xhafa Exhibitions hereinafter referred as “organizer” is going to organize: IME - Investment Management Exhibition, hereinafter referred as IME, from 7 - 8 April 2017 at Villa Kennedy in Frankfurt am Main, using the facilities of Villa Kennedy in full compliance with regulations and general conditions of the latter.

1 Registration

1.1 Main exhibitors

Persons, companies and organisations wishing to participate in an exhibition as main exhibitors should register on the Registration Form issued by the “organizer”. The registration form must be correctly filled out, submitted prior to the specified deadline and contain a legally binding signature. If exhibitors register electronically via the IME - Investment Management Exhibition’s web site (online registration), available at: www.ime-europe.eu, then the registration will also be valid without a signature. In registering, exhibitors declare vis-à-vis the “organizer” that they are seriously interested in participating in IME- Investment Management Exhibition. Any alterations or reservations that the exhibitor includes on the registration form are invalid and count as not having been written. Registration for IME does not constitute an entitlement to be admitted to this exhibition. In the same way, the fact of having been admitted once or several times to an exhibition does not constitute an entitlement to automatic admission or to the allocation of the same stand position as at a previous or next exhibition.

1.2 Co-exhibitors

Co-exhibitors are persons, companies or organisations represented in any form on the stand of another person, company or organisation, whether this be through addresses, objects, leaflets or a personal presence. Co-exhibitors must register separately. Their registration is subject to the same conditions as for the main exhibitors (see section 1.1). In addition, a legally binding signature must be applied by the main exhibitor to the registration form issued by the “organizer”, or the main exhibitor’s contract number must be entered in the event of online registration. On group stands, one of the exhibitors must assume the duties of the main exhibitor while the remainder are considered to be co-exhibitors. The main exhibitor is liable to “organizer” for the obligations of the co-exhibitors too. Each co-exhibitor must pay the specified co-exhibitor’s fee and any ancillary costs.

2 Acceptance of the conditions

In signing the registration form issued by the “organizer”, or by expressly accepting the general conditions of contract in the case of online registration via the “organizer’s” website (www.ime-europe.eu), exhibitors acknowledge the Exhibition Regulations as being binding upon themselves and their employees and agents. Unless they notify the “organizer” to the contrary, exhibitors also agree to their personal and company data being processed by or by a company commissioned by IME and being forwarded to a contractual partner of IME for purposes of providing services in conjunction with the exhibitor’s

participation in the exhibition. The “organizer” will ensure that the data is subject to data protection under the terms of the Swiss data protection legislation.

3 Preconditions for admission

The “organizer” shall be the sole and final judge on the admission of persons, companies, organisations and exhibits. No reasons will be given for rejections. The “organizer” will not recognise any claims of exhibitors or third parties in conjunction with the admission or rejection of persons, companies, organisations or exhibits. The criterion for the admission of exhibits is the product list or the list of specialised sectors for the exhibition in question. The product groups intended for exhibition must be listed on the registration form issued by the “organizer”, and subsequent additions must be notified to the “organizer” before the exhibition opens. Only goods /or services that are included in the exhibition program, or come under the specialised sector concerned, and which have been registered may be exhibited, on principle. The “organizer” may demand precise details of the individual goods intended for exhibition. In this case, any goods / or services that have not been registered or are not permitted may not be exhibited, and the “organizer” reserves the right to remove such goods /or services from the stand at the exhibitor’s expense. The “organizer” is entitled to restrict the size of the requested stand area and limit the notified exhibits. Special positioning requests and the barring of competitors cannot be recognized as a condition of participation. The “organizer” can refuse admission if the exhibitor has not fulfilled due financial obligations towards the “organizer” or if the exhibitor’s behaviour at an earlier IME exhibition has given rise to complaints on the part of visitors or exhibitors. It is also entitled to revoke an admission that has already been granted should it transpire that this was granted on the basis of false information or preconditions, or that the preconditions for admission are no longer fulfilled.

4 Allocation of stand area and location

Once all the preconditions for admission have been fulfilled, the “organizer” will allocate the stand area and the stand location. Stand allocation depends primarily on the relevance of the notified exhibits for the theme and on their technical classification, giving consideration to the overall look of the exhibition at the same time. Based on the stand area requested by the exhibitor, the “organizer” will prepare a positioning plan showing the allocation of the individual stands. The exhibitor’s requests regarding stand location are not binding. When allocating stands, the “organizer” is entitled to deviate to a reasonable extent from the dimensions or stand shape requested by the exhibitor if this is necessitated by the positioning concept or the overall look of the exhibition. The main exhibitor will be sent notification of the stand allocation, enclosing the positioning plan. Any objections to the specified stand allocation must be submitted to the “organizer” in writing, stating the reasons, within four working days of the dispatch date of the positioning plan, otherwise the stand allocation will be deemed to have been accepted. The “organizer” will make every effort to meet justified positioning requests. The exhibitor may not move or exchange his stand area or assign all or part of it to third parties without the written consent of the “organizer”.

5 Confirmation of contract

Exhibitors do not receive confirmation of their contract until after the stands have been definitely allocated. The conditional nature of admission is then lifted, and the contract becomes legally binding in its entirety. The “organizer” is also entitled to allocate the exhibitor a different stand area or a different stand location from that specified in a confirmation of contract that has already been issued, to move or close entrances and exits to and from the premises, to move or close open spaces and to make other structural changes. Any difference in the cost of the exhibition area resulting from such a change will be credited or debited to the exhibitor with the invoice. If the interests of the exhibitor are unreasonably impaired as a result of such a change, the exhibitor may withdraw from the Exhibitor Contract and claim repayment of the down-payment invoice that has already been paid. Any further claims are excluded.

6 Withdrawal from the Exhibitor Contract

6.1 Waiver of participation

In case the exhibitor withdraws from the Fair within 10 days from the signing of the agreement, the exhibitor is obliged towards the organizer with the 50% of the total sum according to the agreement.

While in case the withdrawal happens 10 days after the signing of the contract, the exhibitor is obliged towards the organizer with the total sum according to the agreement.

6.2 Reduction of the confirmed stand area

If an exhibitor reduces his stand area after the “organizer” has confirmed the contract, he shall continue to be liable for the full price of the stand area and the ancillary costs incurred. If the “organizer” succeeds in allocating the vacated stand to an exhibitor not yet registered at the time of the reduction in area, the exhibitor reducing his stand area must make a contribution of Euro1 000 towards the administrative costs.

7 Terms of payment

7.1 Prices

The prices for the exhibition areas, supplements and discounts, etc. are listed on the registration form, in the leaflet and on the website of the IME exhibition. The prices for additional services are listed as well in the IME’s web site (www.ime-europe.eu). The “organizer” reserves the right to lay down special terms of payment for individual exhibitions.

7.2 Down-payment invoice

Once the “organizer” has confirmed the contract, the exhibitor will receive a down-payment invoice for the cost of the stand area, the compulsory entries in the information media and any advertising services, plus an advance payment for any additional services, such as technical connections, stand cleaning, parking spaces, admission tickets, vouchers and insurance. If appropriate, the “organizer” can also send the exhibitor further down-payment invoices. All the invoices are payable net, without any deductions, within the specified deadlines. Payment by cheque is not accepted. If payment is made by credit card, the “organizer” may charge a processing fee of a maximum of 3 % of the sum due.

7.2.a Final invoice

After the exhibition, the exhibitor will receive the final invoice for additional services provided, and the down-payments already made will be offset against the effective costs. The final invoice for the exhibition must be paid net, without any discount, within 14 days of the invoice date. Any objections must be notified to the “organizer” in writing, stating the reasons, within ten days of receipt of the final invoice. The final invoice will otherwise be deemed to have been accepted.

7.3 German value added tax

With just a few exceptions, the services provided by the “organizer” are subject to German value added tax. Services provided to exhibitors domiciled outside Eu are also subject to value added tax, since it is the place where the service is provided (Germany) that is decisive. Under certain circumstances, however, exhibitors can apply for a refund of these taxes by the German Institutions. The **relevant information sheet will be enclosed with the invoice in question or can be called up on the website of the “IME” (www.ime-europe.eu).**

8 Information media (Exhibitor’s Catalogue)

An entry in the exhibition media (printed and / **or online**) is compulsory for all exhibitors and co-exhibitors. The “organizer” declines all responsibility for incorrect, incomplete or missing entries. The conditions and prices of the entries and advertisements are set out in the “organizer’s” materials brochure, which will generally be sent to exhibitors together with other exhibitor documents or which can be called up on the website of the “IME” (www.ime-europe.eu).

9 Additional services

The “organizer” offers exhibitors additional services, such as **technical connections, stand construction, stand furnishings, stand personnel, stand cleaning, stand guarding, catering, parking spaces, visitors’ tickets, vouchers and insurance for their participation in the exhibition**. These services can only be ordered on the forms provided for this purpose. The order forms can be called up on the website of the “organizer”.

10 Exhibitors’ passes and visitors’ tickets

10.1 Exhibitors’ passes

Exhibitors’ passes are for the exclusive use of stand personnel. They are personal and non-transferable. In the event of noncompliance, the “organizer” reserves the right to withdraw these passes.

10.2 Visitors’ tickets and vouchers

Visitors’ tickets are personal and non-transferable. Exhibitors are entitled to purchase a certain number of visitors’ tickets at a reduced price for their customers. These give the customer admission to the exhibition on **any one day**. Instead of visitors’ tickets, exhibitors can also obtain **vouchers**, upon payment of a processing fee. The vouchers entitle visitors to obtain visitors’ tickets at the exhibitor’s expense at the IME ticket counters. Exhibitors may not sell visitors’ tickets and vouchers without the “organizer’s” prior written consent.

11 Acceptance and return of the stand area

When taking over the stand area, the exhibitor must check the state it is in and notify any shortcomings to the Hall Manager before making a start on stand construction. If the exhibitor fails to do this, the stand area will be deemed to have been accepted. Once the stand has been dismantled, the Hall Manager will carry out the acceptance of the vacated stand area when so requested by the exhibitor and draw up the corresponding report.

12 Stand construction

12.1 General information

Stand structures in the halls and premises of IME must comply with the IME General Regulations and the IME **Stand Construction and Design Guidelines** for the exhibition in question.

12.2 Construction and dismantling

Exhibitors are responsible for ensuring that their stand is assembled and dismantled by the date specified by the “organizer”. If a stand is not ready on time, the “organizer” shall be entitled to impose a penalty of EURO 5 000 on the exhibitor for each day that the stand is not ready. In addition to this, the exhibitor will also be charged all the costs for cleaning and security incurred in this way.

13 Stand operation

Exhibitors must ensure that their stands are occupied without interruption during the exhibition opening hours for the entire duration of the exhibition. In particular, all the stands must be equipped in an orderly fashion and staffed by personnel with the necessary expertise. If an exhibitor is not present during the specified opening times or leaves the exhibition prematurely, the Exhibition Management may impose a penalty of up to EURO 5 000. The following are not permitted: the use of any equipment or the holding of presentations or performances of any type that cause an evident nuisance to adjacent exhibitors or visitors, in particular the occupation or use of the area in front of the stand, the wearing of fancy advertising dress outside the stand or any kind of noise, etc. Demonstrations within the stand must not cause a visual, acoustic, or spatial nuisance to neighbours, nor impede the circulation of visitors in passageways.

14 Over-the-counter sales

The “organizer” shall decide on whether over-the counter sales are generally permitted at an exhibition. Over-the-counter sales are deemed to be the sale and simultaneous delivery of goods at the exhibition itself.

15 Advertising and acquisition

15.1 General information

Exhibitors may only engage in advertising and acquisition within the boundaries of their own stand. Exhibitors may only advertise on their stand, and only conduct advertising for companies, products or services that are registered for the IME exhibition. Unless approved beforehand by the “organizer” the distribution of printed matter and promotional gifts and the affixing of posters of any kind outside the exhibition stand is prohibited. Political and religious propaganda is only permitted with the express consent of the “organizer”.

16 Stand surveillance

For security reasons, individual stand surveillance must be ordered exclusively from “organizer”. During the absence of stand personnel (particularly at night), exhibitors are required to lock up in a safe all objects worth **EURO 5,000** or more. It is also advisable to keep cash, jewellery, data media and technical components, etc in a safe.

17 Stand cleaning and waste disposal

17.1 Stand cleaning

Exhibitors are responsible for cleaning their own stands. Cleaning must be finished no later than a quarter of an hour before the exhibition is opened and one hour after the official closing time. Exhibitors who do not want to clean their stands themselves must order this service from the “organizer” for security reasons.

17.2 Waste disposal

Exhibitors are responsible for the disposal of their own waste both during the construction and dismantling phases and during the actual exhibition. The “organizer” organises the disposal of the waste. Small quantities will be collected and disposed of in the exhibition ground waste disposal bags at the exhibitor’s expense. Bigger quantities, bulky waste and hazardous waste will be disposed of in skips and special containers and invoiced to the exhibitor. For safety reasons, all passages and zones outside the stand must always be kept free of waste and other material. Waste stored in passages and zones outside the stand areas and any waste and exhibits left behind on the exhibition premises after the end of the exhibition or after the clearance deadline specified by the Exhibition Management will be disposed of or put into storage by the “organizer” for a higher charge at the expense of the exhibitor in question.

18 Intellectual property rights

18.1 Infringement of intellectual property rights of others

The legal provisions regarding the protection of intellectual property rights, in particular patent, trademark and design rights as well as copyright and the law on fair competition must be respected. Anyone infringing the intellectual property rights of others at an exhibition may be called to account under both civil and criminal law. If anyone fears that his intellectual property rights have been infringed at an exhibition, it is possible for him to go before the competent court to apply for an interim order and to obtain a ban on the presentation of particular products or services at the exhibition. If the complainant is already in possession of a definitive judgment from a Swiss court prohibiting the presentation of particular products or services at the exhibition, the Exhibition Management will instruct the infringing exhibitor to remove these products or services from his stand immediately. Anyone with any doubts can obtain clarification by contacting the German Institute of Intellectual Property.

18.2 Musical performances

Anyone playing live music or recorded music from audio or audiovisual recording media in the IME exhibition areas or other premises or in the outdoor parts of the exhibition site has the duty to obtain a permit from Music Authors and Publishers in Germany.

18.3 Photographs and records of stands and exhibits

In order to protect the rights of exhibitors, it is only permissible to create audio and/or visual records in whatever form of the stands and exhibits of other exhibitors in the IME halls and other premises with the consent of the Exhibition Management. The “organizer” may charge a fee per stand for giving its consent. Close-up photographs require the express consent of the exhibitors and visitors concerned. It is, moreover, a matter for each exhibitor to adopt the necessary precautions for enforcing their rights and preventing the creation of undesired records. Exhibitors undertake that “organizer” will not be held liable in any way for claims filed by third parties in the event of illicit records being created of stands and exhibits.

18.4 Commercial photographs and records

Commercial photography and all forms of reproduction are only allowed if a special permit is obtained from the “organizer”. By agreement with the exhibitors concerned, the “organizer” may issue a general ban on taking photographs and creating reproductions of all types in particular areas.

18.5 “Organizers’s” right to create photographs and records

The “organizer” is entitled to arrange for audio and/or visual records of whatever type to be made of stands and exhibits and to use such records for its own or general advertising, documentation and media purposes. The exhibitor undertakes not to use the argument of copyright in any way in order to object to this.

18.6 Photographs and records of stands created by exhibitors

Exhibitors who want to create records of their own stand themselves or by their own personnel will be given a permit to do so free-of-charge upon presentation of the exhibitor’s pass. This does not, however, constitute a general permit to take photographs / create records. It is valid solely for the exhibitor’s own stand.

19 Insurance

All exhibitors are recommended to insure all exhibits and stand installations against damage and loss during the exhibition, and also during transport to and from the exhibition, and must also take out liability insurance.

20 Cancellation, premature termination, rescheduling or adaptation of the exhibition

Where there are cogent reasons for so doing, the “organizer” shall have the right to cancel the exhibition before its start, to terminate it prematurely, to reschedule it or to adapt its operation to the circumstances. If an exhibition has to be cancelled, prematurely terminated, rescheduled or adapted to the circumstances for cogent reasons, the “organizer” shall be released from its contractual duties to perform, and exhibitors shall have no claim against the “organizer” for either performance, withdrawal from the contract, or compensation. Any payments already made will be refunded with the deduction of any expenditure already incurred by the “organizer” in connection with the cancelled exhibition. Cogent reasons include force majeure, orders by the authorities or other circumstances not attributable to the “organizer”, which make it impossible or difficult to hold the exhibition, and include situations where the Exhibition Management considers it unreasonable to hold the exhibition on economic or political grounds.

21 Construction work

Exhibitors shall tolerate any construction or repair work performed on IME halls and other premises without being able to claim compensation, provided such work is necessary and reasonable.

22 General information

Exhibitors contravening the IME rules, or whose behavior at the exhibition gives rise to justified complaints from visitors or exhibitors, can be excluded from the exhibition by the “organizer” with immediate effect. They are liable for the full cost of their stand area and for the ancillary costs incurred. If any one provision is found to be invalid, this will not have the effect of rendering all the provisions invalid. All verbal agreements, individual authorizations and special arrangements require the written confirmation of the “organizer” in order to be valid. The “organizer” reserves the right to issue special provisions for individual exhibitions, which take precedence over the general conditions. The provisions of the General Regulations apply with regard to stand construction, logistics, operation and safety during exhibitions.

23 Applicable law and jurisdiction

German law shall apply. Insofar as “organizer” is a party to the contract, the exhibitors accept that any disputes with the “organizer” will be subject to the jurisdiction of the ordinary courts of the Germany. The “organizer” shall, however, have the right to alternatively choose to pursue any claims they may have against an exhibitor before the place at which the exhibitor has his domicile or seat.

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