



## Conditions of Participation

### 1. General Provisions

These conditions of participation are valid for all exhibitions, trade fairs, projects and other similar events, including virtual and online exhibitions, projects, conferences and webinars (each, an “event”) that Expo Fusion LLC (“EF”) may arrange. When it submits an application, the Participant unconditionally accepts these conditions. EF accepts no reciprocal conditions of the Participant, save in cases where EF confirms such conditions in writing. Individual permissions, exceptions or special agreements must also be made in writing.

### 2. Application

Participants who wish to take part in an event arranged by EF may submit an application to take part only on EF’s application form. The form should be signed by an authorised person and certified by the company’s official seal. A duly certified copy of the participant’s certificate of state registration shall be attached to the Participant’s application form.

The precise duration of the event, the theme of it and the deadline for submitting applications shall be determined in declarative documents provided by EF.

### 3. Entry into a contract and admission to take part

These conditions of participation do not constitute an offer on the part of EF. Only the submission by the Participant of a completed and signed application form constitutes an offer on the Participant’s part.

An application becomes a contract to take part in an event from the time when the Participant receives from EF written confirmation of admission to an event (referred to below as an “admission to take part in the event”). An admission to take part in the event shall be executed by the signature of EF’s lawful or authorised representative on an application. The receipt by the Participant of EF’s invoice for payment for services involving arranging for participation in an event in accordance with the application submitted by the Participant shall also constitute admission to take part in the event.

The Participant shall be obliged to notify EF that it has received confirmation of admission and/or an invoice for payment for services involving arranging for participation in an event. If the Participant does not notify EF that it has received the above documents, then full or partial payment by the Participant for services involving arranging for participation in the event will be deemed to constitute such notification if the payment document contains a reference to the number and date of EF’s invoice.

If EF has to move or re-plan specific stands or the space or aisles between stands, entrances and exits, no claims may be asserted on this ground.

The programme, scope, terms, as well as any other conditions associated with events conducted in an online format shall independently be determined by EF, and no claims may be asserted on this ground.

Once it has received the admission, the participant shall be obliged to pay the cost of participation, even if, for example, the wishes of the Participant during import were not fulfilled or were not fully implemented by the authorities responsible for same in the country where the event takes place; if exhibits arrive at the wrong time owing to a loss or hold-up of transport or to customs delays, or will not arrive at the event at all, as well as if the Participant or its authorised representatives are delayed or unable to arrive.

Below in this text, unless stated otherwise or the context dictates otherwise, an application means a contract to take part in the event, which is entered into by way of an application being executed and it being approved (a contract in the form of an approved application).

The rules set out in these conditions of participation together with all attachments to the application to take part in an event and applications for additional services shall constitute an integral part of the contract to take part in an event.

The material terms and conditions of the contract to take part in an event are:

- the sizes of an exhibition stand/area/space (in sq.m.), if such figure is present in the application form to take part in the event,
- the price and payment procedure.

EF shall have the right to refuse admission to take part in the event. This provision has effect including, without limitation, if:

- the products (work, services) to be presented by the Participant do not correspond to the classification of the event,
- the application is not executed in full or contains errors or the Participant does not acknowledge these conditions of participation,
- the Participant has breached the conditions of payment,
- the Participant, intending to mount its stand or space independently, has not provided the requisite detailed technical plans for the installation of stands (see clause 6),
- the Participant has not paid for all services at previous events or has breached the conditions of participation.

Legal claims for admission to participate in an event are excluded based on the principle of freedom of contract.

#### **4. Services provided by EF**

EF's services consist of arranging participation in an event and include:

- processing the Participant's application (registering the application in EF's base, and making a preliminary determination of the place and scope of the Participant's display),
- ensuring that an event takes place at the address stated in the corresponding application,
- carrying out the overall configuration of the site where the event is hosted,
- engaging, to take part in the event, other participants that specialise in the area of the subject matter of the event's theme,
- advertising the event,
- preparing a catalogue of participants in the event (to be published in hard copy or electronic form at EF's discretion), to include information about the Participant and its display,
- creating the conditions for siting the Participant's display in accordance with the application,
- arranging for the tidying of general walkways in the venue of the event (the Participant should by itself clean the area it occupies or order additional cleaning of the stand/space, filling in the relevant form),
- arranging general security for the place where the event is held (open areas are not protected),
- ensuring fire safety during assembly and dismantling, as well as when the event is running,
- preparing certifications of participation for employees of participating companies (in accordance with the standards established for each event),
- ordering pass-cards for the Participant's representatives,
- ensuring the access of visitors to the place where the event is held throughout the official time of the event in line with age restrictions established for the event,
- arranging an exhibitors' (participants') evening reception if the event programme makes provision for such a reception,
- organising thematic professional conferences, zones, seminars and/or webinars if such conferences, zones, seminars and/or webinars are stipulated by the programme for conducting the event,
- organising thematic professional virtual/online conferences and/or webinars on the Internet if such conferences and/or webinars are stipulated by the programme for conducting the event.

The registration fee / media fee and payment for creating the conditions for placing the Participant's display to be paid in accordance with the application shall in aggregate be payment for the services involving arranging participation in an event (except for the Technical and Additional Services referred to in, respectively, clauses 9 and 10 of the conditions of participation).

## **5. Areas/space**

EF shall create the conditions for the Participant's displays to be placed in an equipped area (an exhibition stand) or in an unequipped area/space, as the Participant may choose and in line with the specific aspects of the concept, theme and the essence of the event. The option chosen by the Participant and the size of the areas shall be indicated by the Participant in the application to take part in the event, where such figure is present in the application form for participation in the event.

EF will give a precise indication of the place where the area/stand/space for the location of the Participant's display will be located only after the Participant has been admitted to the event (has entered into a contract in accordance with clause 3 of these conditions of participation). For reasons beyond the control of EF (for example, an order of the owner of the place where the event is to be held), a change may be made of the place where the area/stand/space is to be located. EF shall not bear any liability for such a reallocation.

## **6. Installation of a stand/ the equipping of a space by a Participant**

If under the application to take part in an event and its attachments, a Participant is to use its own efforts to assemble the stand/equip the space, then such assembly shall be permitted only after the Participant has paid in full for the services stated in the application.

At the same time, the Participant shall, no later than when the assembly starts, provide EF with a detailed plan as well as the technical parameters of its stand/space. EF reserves the right to prohibit the independent assembly of a stand/equipping of a space if plans are not submitted on a timely basis or do not conform to technical requirements.

In the event of such a prohibition, the Participant has the right to submit to EF before the general assembly work for the event (and must pay within the same timeframe for) an application to assemble standard base equipment. The non-performance by the Participant of these conditions (the non-submission of or non-payment for an application for assembly) shall be treated as its withdrawal from the contract and the contract shall cease to have effect. At the same time, the registration fee / media fee, as well as funds paid at the time of withdrawal from the contract for other services actually provided, shall not be returned to the Participant; moreover, the Participant shall reimburse EF's expenses incurred to the extent that these exceed the registration fee / media fee.

If the Participant, or its lawful or authorised representative carrying out the assembly of a stand or equipping of space under an application and its attachments, has not appeared at the area/stand/space prepared for it by 12.00pm on the last day of assembly work for the event, EF shall have the right at its own discretion to reallocate the area in question. In this case, the funds paid by the Participant shall not be returned and there shall be no claims on the part of the Participant for its losses to be reimbursed.

## **7. Access to an exhibition stand/space**

The Participant's access to the exhibition stand/space is possible only during the official hours of assembly and removal work, as well as while the event is in operation.

Outside these hours, access is possible only with EF's prior consent and provided that additional payment is made for such access. To obtain EF's permission, the Participant shall submit an application in writing.

## **8. Displays**

Items that are flammable, have a pungent odour or are otherwise dangerous, as well as items whose demonstration is associated with loud noise, shall be exhibited only after prior consent has been obtained from the owner of the exhibition venue.

The Participant must at its own initiative present a state certificate of quality or must confirm by another method the safety of its displays. If the Participant is in breach of the requirements for displays, EF shall be exempt from any liability associated with this.

While an event is being staged, the removal of displays from the event venue is prohibited without EF's written permission.

## **9. Technical services**

All necessary additional technical services, such as procuring a supply of electricity or water for the Participant's stand/space, or procuring a suspension from the ceiling structure of the event venue, etc., shall be ordered solely

from EF by way of completing a special form in which the prices are stated.

It is strictly prohibited for the Participant to procure the above services by itself for its stand/space, and this will constitute a ground for the termination of the contract or for unilateral repudiation of the contract on the part of EF.

**The Participant shall be obliged to acquaint itself with the technical guidelines ("Service") for participation in the event and ensure that it complies.**

If the above conditions are not complied with, the Participant shall be liable to EF for all losses arising as a result of this.

## **10. Additional services**

The Participant can order additional services from EF (leasing furniture, technical equipment, etc., for its stand / space, participating in thematic professional conferences, zones and/or seminars, in virtual/online conferences and/or webinars on the Internet, advertising at such events, as well as additional participants' certificates for an event for employees, and passes for cars, etc.). These services shall be ordered by way of the Participant filling in the corresponding forms and shall be paid for additionally no later than the deadlines stated in the above forms.

## **11. Registration fee / media fee**

The Participant shall pay the registration fee / media fee in the amount stated in the application. These fees constitute part of the payment for EF's services in relation to holding the event, in particular payment for EF's services in relation to processing the application (registering the application in EF's base, and making a preliminary determination of the place and scope of the Participant's display), as well as payment for other services stated in the application and these conditions of participation. At the same time, the effect of the contract (application) and these conditions of participation shall extend to the relationship of the parties that arose before entry into the contract in relation to the processing of the application. The fact of entry into the contract establishes that the services in relation to processing the application have been provided in full and are included in the cost of the services under the contract to take part in the event. Once the registration fee has been paid, it shall not be refundable under any circumstances.

## **12. Conditions of payment**

The Participant shall pay for all services provided by EF, and the sale of such services shall be subject to value added tax.

Unless indicated otherwise in the application, all prices are stated in Russian roubles exclusive of VAT.

Payment for services involving arranging for participation in the event shall be made within the timeframes stated in the application and the invoice for payment.

Settlements shall be made in non-cash form by way of a transfer of funds to EF's settlement account using bank cards or cash funds (within the boundaries established by legislation).

Bank fees including fees of any third party banks connected with the carrying out of payments shall be paid by the Participant. Payments shall be deemed to have been made after the funds have reached EF's settlement account.

If payment is not made on time, the contract shall cease to have effect unless the parties agree otherwise.

Interest under a monetary obligation in accordance with article 317.1 of the Russian Civil Code cannot be accrued and paid on funds to be transferred as payment / a prepayment in the context of participation in an event.

If a third party makes payment for the Participant, then such payment shall be treated as valid (is accepted as payment for the Participant) only when the following conditions are met at the same time:

a) if the payment document states the name of the Participant, name of the event, and the number and date of the invoice being paid,

b) or if the relevant third party presents to EF a letter (signed by the CEO of and bearing the seal of the third-party company) with a request that the payment be accepted for the Participant and stating the date and number of the payment document, the amount of the payment, the name of the Participant, the name of the event, and the number and date of the invoice being paid.

At the same time, such payment shall be accepted as payment for the Participant starting from the time when EF receives funds to EF's settlement account provided that the corresponding letter has been received.

If any of the data listed above in sub-clauses 'a' or 'b' (as the case may be) is missing from the payment document or the letter, the payment shall not be accepted as payment for the Participant and EF's services shall be regarded as having not been paid for.

### **13. End of provision of services, invoices, and certificates. Electronic document flow**

EF's services involving arranging for participation in an event shall be regarded as having been provided from when the event ceases to operate for visitors. At the same time, EF's services shall be regarded as having been provided irrespective of whether the Participant (its representative) were present at the event.

No later than the last day on which the event operates for visitors, authorised persons on the part of EF and the Participant shall sign a certificate of the provision of services under the contract (a certificate of transfer and acceptance). The parties shall sign the certificate at the venue where the event is held or at EF's premises. Unless the certificate states otherwise, it confirms that all services under the contract have been provided. The powers of the person signing the certificates referred to in this article on the part of the Participant shall be confirmed by the corresponding power of attorney. If the Participant has not signed a certificate of the provision of services within 5 (five) business days from when operations at the event finish for visitors and has not supplied within the same timeframe well-grounded objections in writing, then the services shall be regarded as having been provided.

All notifications (communications, applications to take part in an event, contracts, certificates, invoices, etc.) sent in relation to participation in an event will also be considered properly sent if they are sent through legally significant electronic document exchange systems of trusted operators of the Russian Federal Tax Service.

### **14. Catalogue**

EF shall take a decision on whether to publish a catalogue for each specific event. The form of a catalogue (whether hard copy or electronic) and the method of distributing it shall be determined at EF's discretion.

If a catalogue is published for the event, the Participant must provide EF with forms, completed with text in typescript and signed, for information about the Participant to be entered into the event catalogue. If the forms are not submitted before the deadlines indicated in them or are submitted in violation of the requirements indicated in them, then EF shall be entitled to use the information specified in the Participant's application to enter information about the Participant into the catalogue.

The list of EF's services in relation to entering information into the catalogue is indicated on the information entry forms, where there is also a statement of which of these services are paid for additionally and in what amount.

The Participant shall have the right to place in the catalogue a logo, other additional information or an advertisement, having previously agreed this with EF by way of completing and submitting a separate form. Such data shall be entered into the catalogue for an additional payment. The participant shall not have any right to demand that additional information or an advertisement be included in the catalogue without completing and submitting a separate form and additional payment for these services.

When information containing errors is entered into the catalogue through EF's fault, EF shall be obliged to compensate the Participant for losses caused to it by such errors in a total amount not exceeding 3,500 Russian roubles, including VAT. The Participant shall not have any right to demand that the catalogue be reissued.

If the applicant provides documents in an incomplete volume, not completed in typescript, or containing errors, then EF shall not be liable for errors made as a result of this when the Participant was entered into the catalogue. In such a case, the errors shall be regarded as made through the Participant's fault and the Participant shall not have the right to claim reimbursement of losses from EF.

### **15. Withdrawal from participation**

The Participant may withdraw from participation in an event only before it enters into the contract and receives the admission determined in accordance with clause 3 of these conditions. After entering into the contract, the Participant is not permitted to terminate it unilaterally other than on the grounds and under the procedure for which these conditions of participation provide.

After receiving admission to participate (signing the contract), the Participant shall, if it withdraws from participation in the event, be obliged to pay 100% of the cost of participating in the event.

If the Participant has not actually used, in full or in part, the services for which the contract provides, the services shall be paid in full and no monetary funds paid for such services shall be refunded to the Participant.

EF shall have a right to withdraw from the contract if insolvency proceedings are commenced with respect to the Participant's property. The Participant is obliged to inform EF immediately of insolvency proceedings that have been commenced. In this event, all outstanding claims of EF shall be subject to payment under the procedure for which the legislation of the Russian Federation provides.

## **16. Exclusion from the list of an event's participants**

EF shall, after entering into a contract, have the right to exclude the Participant from the list of participants of the event (withdraw from the contract). This relates, in particular (but not only), to the following cases:

- if the Participant does not perform its obligations under the contract,
- if the Participant does not implement instructions from the directorate of the event.

Payments made by the Participant before this time for arranging its participation in the event shall not be returned.

## **17. Liability**

The Participant shall bear liability for its employees (helpers and assistants) and third parties engaged by it. It shall bear liability for any losses that are caused to third parties or to EF in connection with the Participant's participation in the event.

If there is a delay in payment (including payment for additional services), the Participant shall pay to EF a penalty for each day of the delay in the amount of 0.5% of the overdue amount to be paid. This condition shall not apply if, in accordance with these conditions of participation, the contract has ceased to have effect.

The Participant shall bear financial liability for the loss of or damage to EF's equipment with which the Participant's exhibition stand/space is equipped. Such financial liability shall be established in the following amounts:

- if the property is damaged - 100% of the value of the property;
- if the property is stolen, lost or goes missing - 300% of the value of the property.

If it breaches its obligations, EF shall compensate the Participant only for actual damage (i.e. expenses that the Participant incurred or will have to incur to restore the breached right, and loss of or damage to its property); lost profit shall not be reimbursed to the Participant. The amount of damage to be reimbursed may be limited in cases for which Russian legislation and these conditions of participation provide.

EF shall bear no liability for losses caused to the Participant by third parties (in particular, theft or damage) and the destruction of exhibits during the event, during the assembly and dismantling of stands / equipment of the space, as well as during transportation.

In any case, EF shall not be liable for breaches that occurred other than through EF's fault.

## **18. Insurance**

EF recommends that the Participant take out additional insurance against potential damage and losses.

EF shall be notified immediately in writing of all losses associated with the holding of the event. Should EF deem it necessary, damage shall be reported to law enforcement agencies.

EF bears no liability for all occurrences of events that have been insured against, save in cases stipulated by legislation.

## **19. Co-exhibitor**

EF provides services involving arranging participation in an event only to a Participant that has concluded a contract to this effect with EF. However, with EF's prior written consent (permission), the Participant shall be entitled to engage a co-exhibitor to participate in the event.

EF shall issue such (consent) permission only if the co-exhibitor fills out an application in writing, acknowledges the conditions of participation, and pays the registration fee.

The co-exhibitor shall also be included in the catalogue, if one is published.

The participant and co-exhibitor shall bear joint and several liability.

## **20. Force-majeure**

If circumstances occur which prevent the event from being held or which significantly complicate the holding of the event within the timeframes that were announced previously, including, but not limited to the introduction of restrictive and prohibitive measures (instruments being adopted and other measures being taken) by governmental and other competent authorities, public health and disease control agencies, including restrictions on entry/departure and movements of individuals, restrictions on holding mass gathering events, restrictions on carriage, adoption of international sanctions and other measures ("restrictive measures"), the onset of an unfavourable economic or political situation, introduction of special regimes, including a martial law regime, a legal

regime of a counterterrorist operation, regime of a state of emergency, a high alert or emergency or another special regime, or the application of measures provided for by martial law, counter-terrorist laws, laws concerning a state of emergency and emergency incidents, and other similar measures, the publication of relevant decrees of the Russian President, the adoption of relevant laws and other regulations; conducting military actions, conducting special military or war operations, and their consequences; terrorist attacks, sabotage or other circumstances affecting the holding of the event, irrespective of whether or not such circumstances will be regarded as force majeure, EF shall be entitled to unilaterally defer the timeframe for holding the event and the timeframe for providing the services, respectively, until later dates after such restrictive measures cease to have effect or to earlier dates before such measures emerge. EF shall be further entitled to unilaterally reduce, extend or cancel the event, as well as to temporarily or permanently close it in full or in part.

If the above circumstances occur after assembly work for the event begins, the Participant shall not be entitled to withdraw from the contract and shall be obliged to pay for EF's services in full.

If an event is cancelled before assembly work for the event begins, the Participant will receive a refund of the amount it has paid, with the deduction of the registration fee / media fee together with any other services actually provided. EF shall bear no liability for any costs or losses of the Participant which arise in connection with the event being postponed or cancelled owing to restrictive measures being introduced, the onset of an unfavourable economic or political situation, special regimes being introduced or owing to other circumstances that prevent the event from being held or which significantly complicate the holding of it.

In no circumstances shall EF reimburse expenses on the transfer of funds.

## **21. Choice of law, jurisdiction**

The law of the Russian Federation shall be applicable to all contractual relations relating to the holding of the event.

The Participant and EF shall resolve all disagreements arising during the performance of the contract by way of negotiations. If such negotiations do not yield a result, then any disputes, disagreements and claims that flow out of the contracts or relate to them and which concern the performance, breach, termination and invalidity of a contract shall be considered by the State Commercial ('Arbitration') Court of the city of Moscow.

## **22. Requirements of the authorities**

The Participant undertakes to comply with all rules (including sanitary and epidemiological requirements, hygienic standards and so on) relating to the holding of the event and to it being attended by interested third parties that are in effect during the event as established by applicable legislation, authorised state bodies, government bodies of the constituent entity of Russia where the event is held, by local authorities, the owner (holder) of the venue of the event and/or EF including those established after the agreement was concluded and the Participant was admitted to the event.

EF shall be entitled to apply, at the premises where the event is held, disease control rules, regulations and recommendations and other restrictions established by competent authorities in connection with actual or threatened epidemics and mass diseases, including the new COVID-19 coronavirus infection or modifications of it ("Disease Control Requirements") and require that all persons at the premises where the event is held must comply with such requirements. Among the regulations that are to be complied with are regulations of governmental authorities, requirements and recommendations of disease control agencies and doctors at the premises where the event is held as well as of other competent authorities and persons.

Disease Control Requirements, among other things, may stipulate that tests should be taken or vaccination should be undergone and relevant supporting documents must be presented.

Participants, suppliers, technical personnel and other persons at the premises where the event is held must comply with EF's Disease Control Requirements, including the requirements of the rules, check-lists and guidelines.

Disease Control Requirements shall be published on the official website of the event or be brought to the notice of persons involved in the event in the form of rules, checklists, guidelines or another form.

EF shall be entitled, without refunding the registration/media fee or the cost of participation, to deny access to the premises where the event is held, deny registration or participation, terminate participation in the event or effect removal from the premises where the event is held (including performing assembly and dismantling, loading and unloading and auxiliary work) of any persons that violate disease control requirements or that show signs of an infectious disease or fever or who have not submitted documents for which Disease Control Requirements provide as established at the date when the event is held.

EF shall bear no liability for a deterioration of the health of a Participant in an event or of any other person involved in an event owing to an infectious disease, including being infected with COVID-19 or modifications of it, including if caused owing to such person not complying with rules of safety and sanitation and of personal hygiene.

EF shall bear no liability if the services have not been supplied in full owing to Disease Control Requirements being introduced by competent authorities.

### **23. Intellectual property**

EF shall provide only a platform to participate in an event. Only the Participant or a third party to which the Participant has provided the exhibition space shall be responsible for placing any information on the platform that infringes any third party's rights. EF shall not check whether the Participant or a third party has lawfully placed or is otherwise lawfully using trademarks or other items of intellectual property during the period when an event is held or when services are supplied.

All claims concerning an infringement of third parties' rights by the Participant which are sent to EF will be forwarded to the Participant. Having received the claim, the Participant must, within the time period indicated in the claim, provide EF with confirmation that it has rights to the intellectual property and will respond to the claim directly to the third party, while providing EF with a copy of the reply.

The Participant must, when first EF so demands, reimburse EF for any expenses and other losses that EF has incurred or anticipates to incur and that directly or indirectly relate to claims of third parties, including state authorities, against the Organiser concerning the fact of the Participant or third parties to which the Participant has provided exhibition space having infringed the rights to trademarks or other intellectual property items, as well as legislation regarding advertising and other statutory instruments of the Russian Federation when an event is held or when services are supplied.

### **24. Final provisions**

Unless the parties agree otherwise, if an event is cancelled or is rescheduled for earlier or later periods, EF shall return the amount of funds paid as at the date of the cancellation or rescheduling of the exhibition, deducting the registration fee / media fee as well as amounts for other services actually provided as at the time when the event was cancelled or is rescheduled.

EF is entitled to unilaterally change the venue where the event will be held, without any compensation or reimbursement of losses to the Participant and/or third parties, by notifying the Participant to this effect not later than 20 (twenty) business days before the start of installation work for the event.

EF may also terminate the contract owing to EF having an obligation to return the area to the owner of the venue for the event. In this case, the Participant shall be obliged to return the property of EF within time period specified in EF's notification of the termination of the contract

The Participant undertakes to comply with all relevant laws. EF shall have no liability for a violation of legislation by the Participant. This provision applies, in particular (but not only), to the protection of trademarks, copyrights, hygiene rules, and fire safety rules, as well as to compliance with customs legislation.

If particular provisions of these conditions of participation are or become fully or partially invalid, the remaining provisions shall retain their legal force. Any gaps shall be eliminated according to the sense and purpose of the contract.

If there is a contradiction between these conditions of participation and the application to participate in the event, the application to participate in the event shall take priority.

These conditions of participation have been drawn up in Russian and in English. If there are discrepancies between the Russian text and the English text of these conditions of participation, the text in Russian shall prevail.