



Organizer:  
SCEP Sp. z o.o.  
Hoza 86/410, 00-682 Warsaw,  
office@smartcityexpo.pl  
[www.smartcityexpo.pl](http://www.smartcityexpo.pl)

General Conditions of Participation (Attachment No. 2) to the contract of participation in the "Smart City Expo Poland" trade fair from 18 to 19 October 2023

## **I. General provisions**

### §1

These By-Laws specify the conditions of participation in the fairs organised in the Global Expo, Moldlinska 6d, 03-216 Warsaw (further the Global Expo) by SCEP Sp. z o.o. (further the Organiser) and constitute Appendix No. 1 to the Agreement for the participation in the Smart City Expo Poland fairs on 18 – 19 October 2023 (further the Agreement).

## **II. Registration for participation and conclusion of the agreement**

### §2

1. The Exhibitor may take part in the Fair if it reports its participation, enters into the Agreement and makes all the payments following from the Agreement and from the form concerning the order for additional services within the time limits set out in the Agreement and appendices thereto.
2. The participation shall be reported by filling in the application form in the "Exhibitor's Panel" at the Organiser's web site <https://www.smartcityexpo.pl/for-exhibitors>
3. After selecting the appropriate stand on the website and completing the form, the Organizer will inform the Exhibitor about the availability of space and propose the location of the stand.
4. The Agreement shall be deemed concluded upon the Exhibitor sending to the Organiser, by electronic mail, the Agreement with Appendix No. 2 signed in conformity with the representation rules, and upon the Exhibitor paying the Organiser (within 7 days of the date of the signed Agreement being served upon the Organiser) the non-refundable advance in the amount of 50% of the gross fee following from the Agreement as regards the exhibition area, and of the registration fee specified in in the Agreement. If the payment is not received within that time limit, the Agreement shall be considered not concluded. Moreover, if the agreement is sent by electronic mail, the Exhibitor shall send the Organiser within 7 days (counted from sending the Agreement by electronic mail) two original counterparts of the Agreement and two counterparts of Appendix No. 2, duly signed.

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5. The Exhibitor will send to the Organizer at the e-mail address "office@smartcityexpo.pl" until 30/09/2023 the following information:

a) the number of employees, colleagues or other persons acting within the Exhibitor's structure, other than the guests invited by the Exhibitor, for the Organiser to prepare ID badges,

6. During the conclusion of the Agreement, excluded is the consequence referred to in Article 385<sup>4</sup> §1 and 2 of the Civil Code, namely the Parties being bound by the draft agreement used by the Exhibitor.

### §3

1. By concluding the Agreement the Exhibitor declares that:
  - 1) it does not conclude the Agreement as a consumer in the meaning of Article 22<sup>1</sup> of the Civil Code,
  - 2) it is an entrepreneur in the meaning of Article 43<sup>1</sup> of the Civil Code,
  - 3) it has the legal capacity and full capacity to perform acts in law, the Exhibitor may conclude this Agreement effectively and contract all the obligations following from it, and that no legal obstacle exists to the conclusion of the Agreement by the Exhibitor or a legal obstacle which could hinder the performance of the Agreement.

## **III. Object of the Agreement**

### §4

On the basis of the Agreement, the Organiser undertakes to provide the Exhibitor with the exhibition area of the size and kind specified in the Agreement and with the parameters stated in the Stand Location (Appendix No. 2 to the Agreement) for the duration of the Fair, for use for exhibition purposes, in conformity with the subject of the Fair specified in the Agreement, and the Exhibitor undertakes to pay the Organiser the agreed fee for participation in the Fair and for the additional services ordered.

### §5

1. The Organiser shall allocate the exhibition area while taking the site conditions and, as far as possible, the Exhibitor's wishes into account.
2. The Organiser reserves the right to change the location of the allocated exhibition area, and to change the location of other Exhibitors adjacent to the Exhibitor, for organisational, design and technical causes and for reasons outside the Organiser's control. In such a case the Exhibitor shall not be entitled to damages from the Organiser.

### §6

The delivery of the exhibition area to the Exhibitor shall be effected provided that the monies due to the Organiser as specified in the Agreement and in the order form for additional services, should they were ordered, have been paid. If those monies have not been paid before the commencement of the Fair, the Organiser reserves the right not to make the exhibition area available until the payment of the monies due.

## **IV. Prices, terms and conditions of payment**

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1. The Organiser shall, within 7 days from the moment of signing the contract the non-refundable advance referred to in § 2 par. 4 and the registration fee, issue the first advanced VAT invoice in relation to the payment of 50% of the gross fee following from the agreement and regarding the exhibition area, and to the payment of the registration fee. At the Exhibitor's request, the Organiser shall issue a pro forma invoice for the remaining part of the monies following from the Agreement.

2. The non-refundable advance shall be counted towards the total fee for the participation in the Fair. Not later than on 11 October 2023 the Exhibitor shall effect the payment of the remaining part of the fee following from the Agreement for the participation in the Fair. The Fair Organiser shall, within 7 days of the date of recording the money at the account, issue the second advanced VAT invoice confirming the payment of the remaining part of the fee. The lack of the payment till 11 October 2023 shall be deemed by the Organiser as the cancellation of the participation in the Fair; in such a case the provisions of the By-Laws, § 8, paragraphs 1-4 shall apply.

3. The agreement concluded after 1<sup>st</sup> September 2023 requires the single payment of 100% of the gross amount in relation to the participation in the Fair with regard to the exhibition area and to the registration fee as specified in the Agreement within 7 days (of the date of receipt by the Organiser of the Agreement for participation by fax or electronic means). If that payment is not made, the Agreement shall be considered not concluded.

## **V. Cancellation of participation**

§8

1. The Exhibitor may cancel its participation in the Fair. In such a case the relevant provisions of par. 2 and the following paragraphs of this clause shall apply.

2. The cancellation of participation must be effected in writing otherwise it shall be null and void.

3. In the event of the cancellation of participation the Organiser may require the Exhibitor to pay lump sum damages for the dissolution of the Agreement, the amount of such damages to be equal to 100% of the total fee for the participation in the Fair with regard to the exhibition area, and in such a case the Exhibitor shall not be entitled to the reimbursement of any amounts paid previously towards the total fee in relation to participation in the Fair. Those amounts shall be counted towards the above lump-sum damages.

4. In the case of the cancellation of participation, the Organiser shall be entitled to make the exhibition area available to a third party and shall not be obliged to provide any performances prescribed by the Agreement to the Exhibitor, and the Exhibitor shall not make any claims to the Organiser in relation to the activities taken by it in conformity with the Agreement, before its termination, in particular in relation to the publication in the Exhibition catalogue directory, despite the cancellation of participation, of information on the Exhibitor, if deletion of such information was excessively difficult.

## **VI. Exhibition catalogue directory**

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1. In relation to the conclusion of the Agreement, the Exhibitor undertakes to provide the Organiser with information materials on the Exhibitor for publication in the Exhibition catalogue directory, and the Organiser shall create and distribute the Exhibition catalogue on the basis of the rules accepted by the Organiser for organising the Fair.

2. The scope of information on the Exhibitor, the location of such information in the Exhibition catalogue directory and the nature of the materials concerning the Exhibitor and published in that publication is specified in the description of the materials for the Exhibition catalogue, made available in the Exhibitor's Panel.

3. The Exhibitor undertakes to deliver the materials for the Fair Guide to the Organiser not later than to 30<sup>st</sup> September 2023, sends information to the email address "Office@smartcityexpo.pl"

4. If information for the Exhibition catalogue directory is not submitted within the time limit referred to in par. 3, the Organiser shall not be obliged to publish any information on the Exhibitor in the Exhibition catalogue.

5. The Organiser has the right to refuse the publication in the Exhibition catalogue of the materials which the Organiser will consider to be contrary to its quality and aesthetic standards or which materials could give rise to doubts about compliance with law or good manners, for example regarding the violation of third party rights.

6. Unless the Agreement provides otherwise, the final shape of the Exhibition catalogue, the manner of its distribution and commencement of such distribution shall be decided by the Organiser.

§10

1. By concluding the Agreement the Exhibitor declares and assures that the materials delivered by the Exhibitor for the Exhibition catalogue will not violate any third party rights, in particular:

1) in the event that the above materials are the object of financial copyright, such financial copyright is vested in the Exhibitor or it holds a relevant licence authorising the Exhibitor to permit the use of such copyright within the scope following from the Agreement and these By-Laws,

2) in the event that the above materials contain an image of a person, he or she expressed consent to using their image within the scope following from the Agreement and these By-Laws,

3) in the event that the above materials utilise a trademark, the rights following from the trademark are vested in the Exhibitor or it holds a relevant licence authorising the Exhibitor to permit the use of such a trademark within the scope following from the Agreement and these By-Laws,

4) in the event that the above materials use a designation of a company, the use of such a designation within the scope following from the Agreement and these By-Laws will not violate the Exhibitor's or any other entity's right to the business name,

5) in the event that the above materials use any designations, information or designs protected by law, their use within the scope following from the Agreement and these By-Laws will not violate the rights of the Exhibitor or any other entity,

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6) placing the materials delivered by the Exhibitor in the Exhibition catalogue and dissemination of those materials as part of the Exhibition catalogue will not constitute an unfair competition act, unfair market practice act or another activity contrary to law.

2. In the event of third parties making any claims against the Organiser or a penalty being imposed on the Organiser or on entities related to the Organiser in relation to the statements and assurances referred to in par. 1 being false, albeit the sanctions follow from orders or decisions which are not valid in law, the Exhibitor shall be obliged, at the Organiser's discretion, to pay the Organiser a specific sum of money towards the meeting of claims, sanctions and the related costs or other losses suffered by the Organiser, or take other steps aiming at the rectification of adverse consequences for the Organiser, including the steps directly for the benefit of entities putting the claims forward or requiring the sanctions to be imposed.

#### §11

1. In the event that the materials delivered by the Exhibitor for the Exhibition catalogue directory are the object of financial copyright, by signing the Agreement the Exhibitor gives the Organiser, with regard to those materials, a licence which is:

- 1) non-exclusive,
- 2) for indefinite time, not shorter, however, than the end of the Fair, during which time the licence may not be terminated.
- 3) without territorial restrictions regarding its use, with the right for authorised third parties to use the works covered by the licence within the scope of such a licence, with the right to permit the performance of the dependent copyright to the works covered by the licence.
2. The Exhibitor is not entitled to remuneration for the licence referred to in par. 1 (the free licence), in particular, the Exhibitor does not have the right to separate remuneration for the use of the works covered by the licence on the various separate fields of exploitation.
3. The licence referred to in par. 1 covers the following fields of exploitation:
  - 1) within the scope of recording and multiplication of the works covered by the licence - the production of copies of the works by means of a specific technique, including printing, reprography, magnetic recording and digital technique,
  - 2) within the scope of trading in the original or copies on which the works covered by the licence were recorded - the introduction into circulation, rendering for use or rental of the original or copies,
  - 3) within the scope of dissemination of the works covered by the licence in a manner other than that specified in item 2) - public performance, exhibition, projection, reproduction, broadcasting and re-broadcasting as well as making the work available to the public in such manner that everybody could have access to it at a time and place chosen by themselves.
4. As part of the licence referred to in par. 1, the Exhibitor permits the Organiser to use, at the fields of exploitation referred to in par. 3, of the compilations of works covered by the licence, if those works are created as part of the Fair Guide.

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1. In the event that the materials delivered by the Exhibitor for the directory constitute the use of trademarks, by signing the Agreement the Exhibitor gives the Organiser, with regard to the trademarks used in the materials to be delivered to the Organiser, a licence (or a sub-licence) which is:

- 1) non-exclusive,
- 2) restricted to the use of the marks in the contents of the Exhibition catalogue and distribution thereof, containing the same marks, in particular through free trading in the copies of the Exhibition catalogue effected by the Organiser,
- 3) for indefinite time, not shorter, however, than the end of the fair, during which time the licence may not be terminated.

2. The conclusion of the Agreement by the Parties shall be deemed the conclusion of the written licence (or sub-licence) agreement referred to in par. 1.

3. The Exhibitor waives the right to require that the use of trademarks within the scope referred to in par. 1 be connected with demonstrating that such use is based on the licence (or sub-licence), by placing a marking indicating such a circumstance, in the contents of the Exhibition catalogue.

### **VII. Delivery, use and release of the exhibition area**

#### §13

1. The Organiser is obliged to deliver exhibition area following the payment of the total fee for participation in the Fair, and the Exhibitor is obliged to take over this area not earlier, than on 23<sup>rd</sup> October 2023 and provided also that the delivery of the area will not be able to take place later than one day before the commencement of the Fair, provided also that the exact date and time of the acceptance of the area, falling at the above time from 08:00 to 16:00 hrs, will be agreed between the parties by electronic mail.

2. On the day agreed in the manner mentioned in par. 1 the Parties shall sign a delivery and acceptance report for the exhibition area confirming that the area actually delivered to the Exhibitor corresponds to the area specified in the Agreement, that it was delivered in the condition suitable for use following from the Agreement and that the area has no defects restricting its suitability or preventing the agreed use. If the report is signed by persons other than those authorised to represent the Exhibitor in conformity with the public register and the Exhibitor's representation rules or by the Exhibitor personally, the person signing the report on its behalf shall attach a written power of attorney or its copy confirming the power to sign the report on behalf of the Exhibitor.

3. If the Exhibitor or a person authorised by it fails to appear on the date agreed in the manner referred to in par. 1 for signing the delivery and acceptance report or refuses to sign groundlessly, the report signed ex parte by the Organiser shall be a sufficient proof for the ascertainment of the actual status as referred to in par. 2 and for the delivery of the area made available to the Exhibitor in such condition. The refusal to sign the report shall be regarded as groundless if the Exhibitor does not demonstrate that the condition of the area deviates considerably from its description in the Agreement.

#### §14

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1. The Exhibitor has the right and obligation to create, at the exhibition area, the fair display complying with the subject of the Fair by performing appropriate works, however, only within the scope:

1) which will not be considered the performance of construction works in the meaning of the Construction Law Act of 7 July 1994, in particular within the scope which would require a decision on the building permit, notification to a competent body or fulfilment of other obligations of the administrative and legal nature,

2) which will not cause permanent changes to the exhibition area, i.e. the changes which would not be removed before the deadline for the release of the area, by bringing it to the condition from before the delivery to the Exhibitor, in a manner and in the condition referred to in §16,

3) which will comply with the binding fire safety rules, ensure the appropriate sanitary condition of the exhibition area, the due order and cleanliness in the Global Expo, an aesthetic appearance of the display in conformity with the subject of the Fair, good manners and respect for the rights of third parties, and also such that will satisfy the safety requirements of the persons staying in the territory of the Global Expo and the safety of property thereupon.

#### § 15

1. The Exhibitor shall, not later than till 30<sup>st</sup> October 2023, deliver to the Organiser the design for the display to be made at the exhibition area.

2. The Organiser may, within 3 days from the delivery of the design for the display, report reservations to such a design for the display to be made at the exhibition area, which reservations, if pertaining to the encroachment beyond the area referred to in §14, shall be taken into consideration by the Exhibitor. Upon the ineffective lapse of the time limit for reservations, the Exhibitor shall commence making the display, however, if reservations have been reported, the Exhibitor may commence making the display with the reservations taken into account.

3. The lack of the reservations referred to in par. 3 by the Organiser does not relieve the Exhibitor of its liability for ensuring the condition of the display created at the exhibition area, in compliance with the scope mentioned in §14.

4. The Exhibitor may perform the works aiming at the creation of the display between 8:00 and 22:00 hrs from the delivery of the exhibition area in conformity with §13 and complete such works by 20:00 hrs on the day preceding the Fair. After the lapse of the time limit referred to in the preceding sentence, the Exhibitor will be able to finish only such works which will not be related to the pollution of the exhibition area, in particular, the Exhibitor may complete the items of equipment at the display. After the time limits mentioned above, painting, grinding, stopping and other works polluting the surroundings are forbidden.

5. In order for the persons appointed by the Exhibitor to be allowed to enter the exhibition area to perform the works aiming at the creation of the display, the Exhibitor shall appoint a person authorised to supervise those persons.

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1. During the term of the Agreement the Exhibitor undertakes to abide by the housekeeping regulations issued by the Organiser, as given for the attention of the Exhibitors; those regulations may, however, concern only organisational and housekeeping issues such as the rules for using those parts of the Fair Facility which are designed for use by all the Exhibitors, the rules relating to safety assurance, including fire and sanitation safety, and keeping order and cleanliness, determination of the opening hours of the Fair Facility for the visitors at the Fair and the performance of technical activities by the Exhibitors. Giving the regulations within the scope referred to in the preceding sentence for the attention of the Exhibitors or a change of such regulations not going beyond such scope, even if effected during the term of the Agreement, shall not be considered an amendment to its provisions or a change of the contractual relationship between the Parties in the manner of the introduction or amendment of the draft agreement because the Exhibitor agrees in advance to the specification and changes of housekeeping regulations within the necessary scope as above, in conformity with the day-to-day decisions of the Organiser, if such changes to not go beyond the scope of the powers and obligations of the Exhibitors arising from the other provisions of the By-Laws or the Agreement.

2. The Exhibitor may use the parts of the Global Expo designed for use by all the Exhibitors, in a way not disturbing the use by the other Exhibitors, in particular of the devices situated in those parts, and of internal roads and car parks.

#### §17

1. After the end of the Fair, the Exhibitor shall bring the exhibition area to the condition in which it was delivered to the Exhibitor (normal wear and tear taken into account) and deliver the exhibition area to the Organiser on the basis of a delivery and acceptance report till the date 20th October 2023, 08:00 hrs. The Exhibitor may not perform any disassembling activities or vacate the stand before the end of the Fair. In the event that disassembling activities are commenced before the end of the Fair, the Organiser may demand a penalty of PLN 1,000 from the Exhibitor.

2. On the day of the lapse of the time limit for the delivery of the area the Parties shall sign a delivery and acceptance report for the exhibition area confirming that that area has been delivered to the Organiser in the condition stated in the report. If the report is signed by persons other than those authorised to represent the Exhibitor in conformity with the public register and the Exhibitor's representation rules or by the Exhibitor personally, the person signing the report on its behalf shall attach a written power of attorney or its copy confirming the authority to sign the report on behalf of the Exhibitor.

3. If the Exhibitor or a person authorised by it fails to appear on the day of the lapse of the time limit for the delivery of the area for signing the delivery and acceptance report or refuses to sign it groundlessly, the report signed ex parte by the Organiser shall be a sufficient proof for the ascertainment of the actual status as referred to in par. 2. The refusal to sign the report shall be regarded as groundless if the Exhibitor does not demonstrate that the condition of the exhibition area stated in the report deviates considerably from the actual condition.

4. If the Exhibitor fails to meet its liabilities mentioned in par. 1 as at the day of the lapse of the time limit for area release, the Organiser may order the substitutive performance of those liabilities to an entity selected by itself or meet those liabilities on its own, at

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the Exhibitor's cost, without the need to require authorisation to do so from the court, however, in the event of the Exhibitor failing to collect the things left at the exhibition area the Organiser may, at its discretion, sell them and count the obtained funds towards the costs of the substitutive performance or destroy such things at the Exhibitor's cost. The Organiser shall also have the right, without using force or violence, to carry out factual activities aiming at the emptying of the exhibition area and retaking its possession from the Exhibitor if the latter would not meet those liabilities on its own, and the Exhibitor irrevocably authorises the Organiser to do the above, which will not be considered wilful infringement of possession in view of the above authorisation.

5. To ensure order and safety during the closing of the Fair the Exhibitor accepts that vehicles to collect the display elements will be allowed on the premises of the Fair Facility from 18:00 hrs on the last day of the Fair. Vehicles will be allowed in only on the basis of drive-in permits referred to in the Organisational Provisions.

### **VIII. Liability of the Parties**

§18

1. The Organiser is liable on general terms before the Exhibitor and third parties for the due condition of the Global Expo.

2. The Organiser is not liable for damage (including personal injury) occasioned to third parties in relation to the activities or omissions of the Exhibitor.

3. In the event of third parties making any claims against the Organiser or a penalty being imposed on the Organiser or on entities related to the Organiser in relation to the Exhibitor's activities or omissions, for which the Exhibitor is liable, albeit the sanctions follow from orders or decisions which are not valid in law, the Exhibitor shall be obliged, at the Organiser's discretion, to pay the Organiser a specific sum of money towards the meeting of claims, sanctions and other costs related thereto or other losses suffered by the Organiser, or to take other steps aiming at the rectification of adverse consequences for the Organiser, including the steps directly for the benefit of entities putting the claims forward or requiring the sanctions to be imposed.

4. The Organiser is not liable for damage to or losses of the Exhibitors' property as occasioned by third parties or solely through the injured party's fault.

5. The Organiser is not liable for damage to or losses in the Exhibitors' property caused by force majeure and a break in the supply of water, gas or electric current, if such a break is independent of the Organiser.

6. The Exhibitor shall, on its own, insure against third party liability and insure its property on the premises of the Fair Facility, such insurance to comprise the duration of the Fair and the period of the delivery and release of the exhibition area.

7. The Exhibitor bears full financial liability for damage caused to the Organiser's and Global Expo property. Such liability also comprises damage occasioned by persons creating and disassembling the display at the exhibition area on behalf of the Exhibitor.

8. The Exhibitor's showpieces may not be placed in passageways. The presentations of the Exhibitor's products and services may not endanger persons staying in the Global Expo or the facility itself.

9. The Organiser reserves the right to refuse consent to the following:

- the Exhibitor placing in the Global Expo the showpieces which the Organiser will consider hazardous or arduous,

- the Exhibitor presenting in the Global Expo the services which the Organiser will consider hazardous or arduous.

10. Putting at the Fair of the goods or the presentation of services which require special technical or safety conditions requires consent from the Organiser.

11. The Exhibitor is solely liable for showpieces, for damage occasioned by them, and for their appropriate protection throughout the period of keeping them on the premises of the Global Expo.

### **IX. Advertising**

§ 19

1. Third party advertising on the premises of the Global Expo without consent from the Organiser is forbidden.

2. The Organiser's consent and the payment of an additional fee are required for placing advertisements, the distribution of advertising materials and making of any voice announcements or playing music which can be heard outside the exhibition area.

### **X. Personal data**

§20

1. Whenever by virtue of the provisions of the Agreement or By-Laws the Exhibitor provides the Organiser with personal data of private individuals for the purposes relating to the performance of the Agreement, the Exhibitor declares and assures that it has obtained such data with the consent from the persons to whom such data pertains in the meaning of Article 23 par. 1 item 1) of the Personal Data Protection Act of 29 August 1997 or that the Exhibitor is authorised, in conformity with the binding legal provisions, to process the data of those persons on other grounds and to transfer such data to the Organiser for the purpose following from the provisions of the Agreement or the By-Laws, and the Organiser shall be entitled to process the data on that basis on its own account for the above purposes.

2. In the case referred to in par. 1 the Exhibitor delivers to the Organiser the contact details of private individuals whose contact details may be processed by the Organiser thus enabling the provision of information to those persons on the conditions relating to the commencement of the processing of their data by the Organiser in conformity with the binding legal provisions, and the Organiser sends those persons notices containing relevant information as per the sample used by the Organiser.

3. In the event of third parties making any claims against the Organiser or a penalty being imposed on the Organiser or on entities related to the Organiser in relation to the Exhibitor's statement referred to in par. 1 being false or in relation to a failure to perform or improper performance of the liability referred to in par. 2, albeit the sanctions follow from orders or decisions which are not valid in law, the Exhibitor shall be obliged, at the Organiser's discretion, to pay the Organiser a specific sum of money towards the meeting of claims or sanctions and related costs or other losses suffered by the Organiser, or to take other steps aiming at the rectification of adverse consequences for the Organiser, including the steps directly

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for the entities putting the claims forward or requiring the sanctions to be imposed.

### **XI. Final provisions**

#### §21

During the performance of the Agreement the Organiser may use third parties ensuring the proper performance of the Agreement.

#### §22

The Organiser reserves the right to obligate those persons participating in/visiting the Fair who violate the provisions of the By-Laws or good merchants' manners to leave the Global Expo.

#### § 23

The Exhibitor undertakes to maintain the secrecy of the Agreement with all appendices thereto, in particular with regard to the prices of the services rendered by the Organiser. The contents of the Agreement may be disclosed to third parties only on the basis of the universally binding provisions of law.

#### § 24

The Exhibitor may not sublease the exhibition area or render it for use by third parties, for a fee or free of charge, without written consent from the Organiser.

#### § 25

1. In the event that through the exclusive fault of the Organiser the Exhibitor's participation in the Fair proves impossible, the Organiser shall return to the Exhibitor the whole of the remuneration paid by it to the Organiser in relation to the conclusion of the Agreement.

2. The Organiser shall return the remuneration referred to in par. 1 to the Exhibitor within one month from the day on which the Exhibitor's participation in the Fair proves impossible through the exclusive fault of the Organiser.

#### § 26

The Exhibitor expresses consent to the use by the Organiser, free of charge, of photographs and audio and video recordings containing the presentations of the Exhibitor's display at the Fair for the purposes of information on and the promotion of the Organiser's activity. That consent comprises, in particular, fields of exploitation such as advertising brochures, leaflets, posters, and web sites. The Organiser assures that the materials to have come into being during the use of photographs or the recordings mentioned in the first sentence will be created in a professional and aesthetic way and will contain an appropriate description identifying the Exhibitor's name.

#### § 27

Any changes hereto require to be made in writing otherwise they shall be null and void.

#### § 28

The governing law for the Agreement shall be Polish. In the event that any of the provisions of the Agreement proves to be invalid, the Parties mutually agree that their intention was to conclude the Agreement with regard to the remaining part also without the provisions vitiated by invalidity, if any. In the event that the

Agreement is concluded in two language versions, the Polish version shall prevail.

#### § 29

The court competent for the Organiser's registered office is the court competent to resolve disputes arising out of the performance of the Agreement.

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