



ISM & ProSweets @home
01.02.-02.02.2022 and on
demand until 30.04.2022

ISM & ProSweets @home
Order form for
presentation slots on digital
product stages

2.20

1 Exhibitor

Company/Name:

Street:

Postcode,
town:

P.O. Box:

State,
country:

Tel:

Fax:

E-mail:

Internet:

E-mail invoice
recipient:

Name of the
group organizer*:

*Only for group stand participants

Owner / Managing Director:

Mr Ms

Correspondence language:

German English

PO-Nummer /
order number:

Contact person (exhibitor) for the event is:

Mr Ms

Position at
the company:

Tel:

Fax:

E-mail:

2 Presentation slots

We would like to book presentation slots on digital product stages.

Please indicate the **number** of the slots.

10 min. slots
Product Stage

Number of slots
required:

10-min-Slot-Product Stage 1.500,00 EUR

Presentation slots on digital product stages can be booked until 17.12.2021.

Detailed information can be found on the website

www.ism-cologne.com or www.prosweets.com

Data Protection Notice:

You can read our Data Protection Notice in the complete participation documents and at any time under www.koelnmesse.com/data-protection-notice.

We would like to stay in touch with you in the future, in order to keep you appropriately informed of events and similar services. That's why we would like to ask for your consent to contact via electronic media.

I hereby permit Koelnmesse GmbH, as well as its responsible subsidiary abroad and its commercial agents, to send me information by e-mail about future similar trade fairs/events/platforms that are organized in Germany and abroad. A list of the subsidiaries and commercial agents of Koelnmesse GmbH, as well as further details about data protection, can be found in the complete document containing the participation documents. It can also be accessed at any time at www.koelnmesse.com/data-protection-notice.

I can withdraw my consent at any time in the future (by sending an e-mail to datenschutz-km@koelnmesse.de)

By signing and returning the application form, we acknowledge the Terms of use for Product Stage Presentations and the terms of use for ISM & ProSweets @home as binding.

X

Place, date, legally binding signature and company stamp of the main exhibitor

Terms and Conditions of Use for Product Stage Presentations



ISM & ProSweets @home
01.02.-02.02.2022 and on
demand until 30.04.2022

1 Area of validity and contract partner

1.1 Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany, ("Koelnmesse") operates the digital product "ISM & ProSweets @home" (subsequently referred to as "digital product") in parallel with the in-person event ISM & ProSweets at the Cologne location. In this connection, exhibitors are enabled to make a digital presentation under the following conditions.

1.2 Companies can purchase the services of Koelnmesse as described below and in these Terms and Conditions of Use for digital exhibitors, particularly under Item 1.2.1 ("Terms and Conditions of Use") and in the form for the purchase of the digital participation ("Registration Form") in connection with the digital product. Each of the companies purchasing these services is subsequently referred to in connection with the digital product as a "digital exhibitor", regardless of which specific service has been purchased and irrespective of whether a participation in the in-person event is also agreed upon in accordance with Item 1.1.

1.2.1 Koelnmesse provides digital exhibitors with the possibility, for the duration of this contract as specified in more detail in these Terms and Conditions of Use and in accordance with the rules in the Registration Form and in return for payment, to have their own content integrated within the scope of function available in the digital product.

1.3 The services of Koelnmesse are provided exclusively on the basis of the rules in the Registration Form and these Terms and Conditions of Use including their Appendix(es). These Terms and Conditions of Use and their Appendix(es) also apply to all future business insofar as it is of the same nature and the parties refer to these Terms and Conditions of Use.

1.4 The digital exhibitor's general terms and conditions of business shall not apply, even if Koelnmesse does not specifically exclude their application. Differing or contrary terms thus only apply when they have been recognized by Koelnmesse in writing.

1.5 The digital exhibitor can, on its devices, call up, save and print out the Terms and Conditions of Use on the website of the digital product ("website") at any time.

1.6 Koelnmesse saves this contract text after conclusion of the contract. The contract text is not accessible to the digital exhibitor. That's why the exhibitor can save the text according to the preceding Item 1.5.

1.7 Only companies that are entered in the Commercial Register or in the Skilled Trades Register or in comparable company directories can be accepted as digital exhibitors and such companies are only accepted with those products that correspond to the focus of the event. The corresponding Products List is attached as Appendix 1 to these Terms and Conditions of Use.

1.8 Special General Terms and Conditions of Business of Koelnmesse may apply for other services in the context of the digital product (in particular advertising services). Koelnmesse will draw attention to the applicability of these special General Terms and Conditions of Business in a suitable manner.

2 Requirements for the acceptance of an exhibitor's contribution to the Product Stage

2.1 The company receives the status as a digital exhibitor of Koelnmesse in the sense of these Terms and Conditions of Use and of the Registration Form through the purchase of the digital participation. Koelnmesse decides on the acceptance as a digital exhibitor in accordance with the following more detailed rules of this Item 2 and the rules in Item 3.5.

2.2 The following applies to the acceptance of a digital exhibitor's presentation:

2.2.1 Only products that correspond to the event's topic may be exhibited during the presentation.

2.2.2 Commercial agents, sales companies, cooperation partners and

importers can also be accepted as partners on behalf of non-producing companies they represent insofar as the products are not shown by any other digital exhibitor in the digital product and that they possess the necessary rights to present them. The issue of a licence by the manufacturer is necessary for the presentation of products that were not manufactured by the actual digital exhibitor. The licence must be proven in an appropriate form on request by Koelnmesse. The presentation and offering of unlicensed products is illegal and represents a serious infringement of these Terms and Conditions of Use. Koelnmesse is entitled to carry out reviews and, insofar as applicable, to refuse to send the contributions or to delete them again when, despite a corresponding warning, products are presented for which the necessary licences cannot be proven.

3 Conclusion of the contract

3.1 The digital exhibitor can call up a Registration Form via the Newsletter. The Registration Form can also be downloaded at the website www.ism-cologne.com / www.prosweets.com or sent by e-mail, if requested.

3.2 The completed Registration Form can be transmitted to Koelnmesse. The arrival of the Registration Form at Koelnmesse represents the legally binding offer of the digital exhibitor for the participation in the Product Stage. The digital exhibitor can alter the details to be entered or delete/destroy the form at any time up to the sending of the form.

3.3 Koelnmesse shall confirm the receipt of the offer to the digital exhibitor electronically via e-mail to the address that the digital exhibitor has entered in the Registration Form without delay ("**confirmation of receipt**"). This confirmation of receipt does not yet represent the acceptance of the digital exhibitor's offer by Koelnmesse.

3.4 The contract concerning the participation in the Product Stage first comes into being when Koelnmesse has expressly accepted the digital exhibitor's offer by sending a confirmation via e-mail ("**conclusion of contract**").

3.5 Koelnmesse decides on the acceptance of a digital exhibitor conscientiously at its sole discretion. The total number of possible presentation slots is limited. If the demand should exceed the supply, the slots will be allocated in line with the principle of first come, first served. Koelnmesse reserves the right to reject contributions that do not meet the technical requirements. In the event of a rejection, the applicant company will receive a separate notification.

In particular, Koelnmesse reserves the right to refuse a company to take part as a digital exhibitor if there are factual indications that the company's products or services that are to be presented in the digital product violate a third-party right, that the company has participated in or been an accessory to such a violation, or that the company is responsible for the violation of third-party rights due to another legal reason. In such cases, Koelnmesse will give the company the opportunity to make a statement and to refute the factual indications unless a public authority or a court has already determined that a right has been violated. Koelnmesse's further rights and claims remain unaffected.

4 Scope of services to be provided by Koelnmesse to the digital exhibitor

4.1 The digital product "Product Stage" encompasses presentation possibilities for exhibitor content (presentation of previously recorded multimedia files from the digital exhibitors etc.) and audio/video communication.

4.2 In connection with this digital product Koelnmesse provides the digital exhibitor with the following services:

4.2.1 Upon the conclusion of this contract, the digital exhibitor is entitled to refer to itself as a digital exhibitor of the digital product range for the duration of this contract. The digital exhibitor will be named as such in the activities in connection with the digital product, e.g. on the website, at the sole discretion of Koelnmesse.

4.2.2 The possibility of making a presentation during a specified slot on the digital platform of ISM & ProSweets.

- Slots up to 10 minutes can be booked for the Product Stage.

4.3 Koelnmesse warrants, within the foreseeable requirements, to provide the best possible reproduction of the digital product in conformity with the respective usual technical standard. Exemplary representations in sales documentation are solely for the purpose of illustration and make no claims to exact implementation regarding pixels or functions.

5 Presentation formats for digital exhibitors

5.1 Koelnmesse shall send the digital exhibitor a self-service link so that it can enter its presentation itself and provide information about the content of its presentation and/or the speaker.

5.2 Koelnmesse may of its own accord enhance the presentation formats by adding publicly available information of the digital exhibitor for the purposes of a proper presentation.

Koelnmesse reserves the right to stipulate standard restrictions concerning file formats, sizes and other technical requirements.

A presentation can be up to 10 minutes long. If the submitted presentation is shorter than the respective maximum length, Koelnmesse has the right to incorporate one of its own productions to fill the time. This production is broadcasted after the exhibitor presentation ends and lasts until the slot's maximum length is reached.

5.3 The content can only be edited until the editorial deadline and will also be presented in the digital product after the event. The exhibitor can request that the content be deleted.

6 Duties of the digital exhibitor

6.1 The digital exhibitor undertakes to provide complete and correct information on the company in the Registration Form. Changes to these details must be notified to Koelnmesse in text form and without delay; e-mail is adequate for this notification.

6.2 Additional duties of the digital exhibitor

6.2.1 The digital exhibitor undertakes to keep confidential and adequately protected against unauthorized access the access data received from Koelnmesse and the associated passwords. The digital exhibitor shall inform Koelnmesse immediately of any indications of unauthorized transfer of the access data and/or passwords and/or any unauthorized access.

6.2.2 The digital exhibitor undertakes not to collect content in the digital product, and not to play on the presentation formats of the exhibitors advertising that does not correspond thematically to the Products List in Appendix 1 and/or violate these Terms and Conditions of Use, statutory provisions, any regulatory requirements, official orders, data protection law or standards of common decency. The presentations may not be purely advertising spots. Koelnmesse judges whether this is the case or not. Digital exhibitors can use the various possibilities of the showroom for information of a purely advertising nature. Furthermore, the digital exhibitor undertakes not to collect content that infringes the rights, in particular copyrights or brand rights, of third parties. Koelnmesse reserves the right to not integrate or to block content when said content is criminal according to applicable laws, recognizably serves as preparation for criminal acts or violates these Terms and Conditions of Use or the Products List. The presentations may not include topics concerning professional, association, or healthcare policy.

6.2.3 The digital exhibitor undertakes to refrain from all measures that would endanger or interfere with the functioning of the digital product and not to access data that it is not entitled to access. Furthermore, the digital exhibitor must ensure that its content that has been provided for the digital product is not infected with viruses, worms, or trojans.

6.2.4 The digital exhibitor undertakes to make good all damage to Koelnmesse that arises from the failure to fulfil the previously mentioned obligations within the control of the digital exhibitor and furthermore to indemnify Koelnmesse against all claims against Koelnmesse by third parties, including legal and court costs, that are asserted by said parties due to the failure to comply with these obligations on the part of the digital exhibitor.

6.2.5 The digital exhibitor undertakes to pay in full all due license and other fees and expenses, German Authors' Rights Society (GEMA), the Artists' Social Insurance Fund (KSK), German income tax payable by non-residents, e.g. entertainers, sports persons (Ausländersteuer) that may be due for musical and other performances making use of any form of audio and image recording media. In the event that the exhibitor fails to register for and/or pay the due licensing and other fees and expenses, the digital exhibitor indemnifies Koelnmesse against any and all claims by third parties.

7 Further rules for digital exhibitors/usage rights

7.1 The digital exhibitor undertakes not to set up content or to advertise content the dissemination of which via radio or telecommunications media is illegal. In particular it must not set up any content or advertise any content the dissemination of which is criminal or which is likely to endanger the development of children or young people or their upbringing as a responsible and socially competent personality (for example, content subject to censorship). The same applies to content which the digital exhibitor integrates from external sources including third-party content. Insofar as content bears a label according to the Jugendschutzgesetz (law for the protection of minors) the digital exhibitor must clearly draw attention to this.

7.2 Granting of usage rights to Koelnmesse

7.2.1 The digital exhibitor irrevocably transfers to Koelnmesse the non-exclusive usage rights and exploitation rights without limitation in time or space to the content made available by the digital exhibitor. This transfer of rights is intended to enable Koelnmesse to exploit the content commercially or non-commercially itself or through its affiliated companies in the sense of Section 15 ff. of the Stock Corporation Act (AktG) in the context of the services of Koelnmesse in connection with the digital product.

7.2.2 The grant of rights is not solely concerned with the digital product and also comprises the following rights:

7.2.2.1 The right to use, reproduce, save on all known storage media and to publicly present, in the context of the website and in the digital product, the content in whole or in part, however solely for viewing.

7.2.2.2 The right to further develop the content for these purposes, e.g. by translation into other languages

7.2.2.3 The right to edit the content for optimal presentation in the digital product.

7.2.2.4 The right to add advertising to the content or parts thereof, with the exception of the profile pages.

7.2.2.5 The right to combine the content with other content or other creations.

7.2.3 The exhibitor waives the rights according to subsections 12, 13 Subdivision 2 of the Act on Copyright and Related Rights (UrhG), the right to recognition of authorship (Section 13 Sentence 2 UrhG), however only to the extent that this is usual in this sector.

7.2.4 Koelnmesse accepts the transfer and the grant of rights.

8 Visitor admission

8.1 Commercial buyers and other trade visitors are admitted as visitors to the event. Koelnmesse is entitled to carry out corresponding checks of the visitor profiles and to refuse admission to visitors whose profiles do not correspond

with the purpose of the event.

8.2 Koelnmesse can at its discretion declare the event entirely or partially open to the public.

9 Obligation to secrecy and confidentiality

9.1 The parties undertake to treat the confidential information pursuant to Item 9.2 ("**confidential information**") received from the respective other party as strictly confidential (i.e. in particular to refrain from the unauthorized use, disclosure, publication, or dissemination of this information), and at least with the same degree of care with which they treat their own confidential information. The receiving party may only use this confidential information for the performance and enforcement of this contract. The receiving party may not use this confidential information for its own purposes or for the purposes of third parties or make the confidential information a part of any application for intellectual property rights. The receiving party may not observe, investigate, dismantle or test products and objects made available that contain confidential information without the approval of the disclosing party.

9.2 Confidential information is in particular all information, documentation, written materials, recordings, notes, documents and electronic files that are objects of appropriate confidentiality measures and are labelled as confidential or are to be considered confidential by virtue of the type of information or the circumstances of their transfer. The content transferred for presentation is not considered to be confidential information.

9.3 The obligation of confidentiality and non-exploitation of the confidential information lapses insofar as said information

- was already known to the receiving party prior to its notification
- was known to the public or generally accessible prior to its notification
- becomes known to the public or generally accessible after its notification without action or fault on the part of the informed party
- substantially corresponds to information that has been revealed or made accessible to the recipient by a third party who is entitled to do so or
- was acquired or developed by the respective party itself, subject to this being proven by written records of this party or in some other way and none of the obligations laid down in this agreement have been breached.

9.4 Furthermore the obligation of confidentiality shall not apply in the case that a party is obliged to reveal confidential information due to legal provisions or the force of an incontestable decision of a court or an administrative authority.

9.5 The parties will keep all of the written materials and/or data carriers entrusted to them by the respective other party separate from their other documentation. The confidential information is to be secured against unauthorized access and unauthorized use by appropriate measures to ensure confidentiality. This also includes technical security measures adapted to generally recognized process descriptions and industry standards, the obligation of the employees to maintain confidentiality, and the observation of data protection.

9.6 The information entrusted or parts thereof may only be passed on to such employees, bodies, representatives, external consultants (e.g. lawyers), and/or authorized subcontractors (e.g. freelancers) of the respective receiving party and/or their authorized subcontractors (in the following "representatives") as require the information for the fulfilment of their tasks in conformity with the contract, have been appropriately instructed in the confidentiality of the information provided, and on their side are subject to appropriate obligations of confidentiality. The parties are liable for breaches of confidentiality on the part of their representatives and agents as for their own faults.

9.7 The receiving party will immediately inform the revealing party in writing when an unauthorized use or passing on of the confidential information of the revealing party becomes known to it and shall on request of the revealing party take all appropriate measures in order to prevent a further unauthorized use or passing on of the confidential information of the revealing party.

9.8 Each party is obligated to return on demand by the other party all received written or in other ways recorded confidential information including any copies that may have been made within ten (10) days to the demanding party or to confirm in writing the destruction of said confidential information insofar as the other party is not entitled to that information according to the purpose of the contract or is not required to independently retain that information due to statutory duties to retain records. Excluded from this is confidential information the destruction of which is only technically possible at disproportionate cost, e.g. because it has been saved by an automated electronic backup system for preserving electronic data in a backup file that is, however, overwritten at close regular intervals in any event.

9.9 The duties of the parties set out in this confidentiality agreement remain in force for five years after the termination of the contractual relationship between the parties. Trade secrets, for which the obligations continue for as long as they are protected as trade secrets, are not subject to this.

9.10 The aforementioned rules do not establish any intellectual property usage rights whatsoever. All usage rights authorized under this contract remain unaffected by the aforementioned rules of this Item 9.

10 Liability of the digital exhibitor, indemnification

10.1 The digital exhibitor is liable for ensuring that its content in the respective presentation formats does not violate any patent rights, utility model rights, copyrights, trademark rights and/or design rights or comparable property rights of third parties and other statutory provisions, in particular those of the criminal law and the law concerning the protection of minors.

10.2 The digital exhibitor indemnifies Koelnmesse against all claims by third parties that may be asserted by such parties against Koelnmesse or its licensees due to the infringement of property rights by the content provided by the digital exhibitor in the context of this contract insofar as the digital exhibitor is at fault for said infringement. Koelnmesse will immediately notify the digital exhibitor of any claims asserted by third parties and at its own discretion will either entrust the defence of these claims to the digital exhibitor or coordinate the defence with the partner. Koelnmesse will neither recognize nor accept as undisputed claims by third parties without consulting the digital exhibitor. The indemnity also applies to all appropriate defence costs of Koelnmesse, including lawyers' fees, authorities' and court costs, and all other required expenses as are generally accepted in the sector and are not limited to the statutory fees.

10.3 Insofar as third-party rights are opposed the digital exhibitor shall, at its discretion and expense, either acquire corresponding rights for Koelnmesse or replace or change the affected parts of the performance in such a manner that the property rights of third parties are not infringed yet the agreed performance features are retained. If this is not possible for the digital exhibitor under appropriate conditions and within an appropriate time, Koelnmesse shall be entitled to assert its statutory rights.

11 Compensation

11.1 The compensation for the digital presentation possibility is determined according to the event-specific details in the registration documents on the respective website. Please refer to the official registration documents for information on the services making up the individual packages.

11.2 Depending on the event, special prizes can be offered for start-up companies. Insofar as this is the case, start-up companies are considered to be those companies that follow a digital business model and are not older than two years. The determination as to whether a named exhibitor is a start-up according to the specified criteria is carried out by Koelnmesse.

11.3 All prices are net prices. The statutory VAT will be charged additionally where applicable. Invoice amounts are payable immediately upon receipt of the invoice.

11.4 As a rule, Koelnmesse provides the digital exhibitors with an "other service" according to Section 3a (2) of the German value-added tax law (UStG). The place of performance for such services is the recipient's head office. Koelnmesse will therefore invoice foreign digital exhibitors according to the reverse charge accounting mechanism without charging any German VAT. Digital exhibitors from the European Union need to enter their valid VAT identification number in the form in order to be considered proprietors.

11.5 The digital exhibitor must immediately notify Koelnmesse in text form of any changes to its VAT identification number.

11.6 If, in exceptional cases, other services are provided in which the place of performance is not the head office of the service recipient and statutory VAT is due, foreign digital exhibitors may receive a refund of the invoiced VAT provided they fulfil the legal requirements. More detailed information can be found here: www.bzst.bund.de

12 Duration of contract and termination

12.1 This agreement applies for as long as the digital product exists.

12.2 An ordinary termination of the contract is excluded.

12.3 Either party has nevertheless the right to terminate the contract concerning the digital product without notice for good cause. Good cause for Koelnmesse is in particular:

- a) the serious or repeated infringement by the digital exhibitor of the provisions of these Terms and Conditions of Use;
- b) any serious interference affecting the website caused by actions on the part of the digital exhibitor;
- c) the action in tort of a digital exhibitor or the attempt to carry out such an action, e.g. fraud;
- d) the infringement of applicable data protection regulations by the digital exhibitor;
- e) continued interference with operation due to force majeure lying outside the control of Koelnmesse, such as e.g. natural disasters, fire, failure of supply networks due to non-culpable reasons.

12.4 Any termination must be notified in text form. Termination by fax or e-mail counts as in text form.

13 Liability of Koelnmesse

The liability of Koelnmesse is solely according to the following stipulations.

13.1 Koelnmesse bears unlimited liability for intent and gross negligence and for damages resulting from culpable loss of life, bodily injury or damage to health.

13.2 In cases of simple negligence Koelnmesse is liable where a breach of an essential contractual obligation has occurred. An essential contractual obligation in the sense of this Item 12.2 is a duty the fulfilment of which first makes the performance of this contract possible and on the fulfilment of which the contract partner may thus regularly rely.

13.3 The liability according to Item 13.2 is limited to those damages typical and foreseeable at the time of the conclusion of the contract.

13.4 The liability of Koelnmesse according to Item 13.2 is limited in the event of a loss of data to the costs that would have been incurred in restoring a regular backup of the data by the dealer.

13.5 Insofar as provisions of tenancy law are applicable to this contractual relationship the following shall apply: The strict liability for initial defects according to Section 536a (1) Alt. 1 of the German Civil Code (BGB) is excluded. Also excluded is the partner's right to remedy the defect itself according to Section 536a (2) BGB.

13.6 The limitations of liability apply correspondingly in favour of the employees, authorized representatives, and vicarious agents of Koelnmesse.

13.7 Any possible liability of Koelnmesse for guarantees explicitly designated as such and for claims due to the Act on Liability for Defective Products (ProdHaftG) remains unaffected.

14 Commercial property rights

14.1 The digital exhibitor undertakes to comply with laws regarding the protection of intellectual property or commercial property rights in the broadest sense when producing, disseminating, selling, owning or advertising their products.

14.2 If a final court decision has determined res judicata that a digital exhibitor in connection with one of Koelnmesse's digital products has violated laws of the kind mentioned in Paragraph 1, Koelnmesse is entitled to bar that partner from the next digital products of this kind after the res judicata court decision if there is sufficient suspicion that the partner will again and repeatedly violate laws for the protection of intellectual property or commercial property rights.

14.3 The protection of inventions for patent registration is the digital exhibitors' business. The digital exhibitor must ensure that its inventions are if necessary registered at the German Patent and Trade Mark Office for the Federal Republic of Germany and/or according to the European Patent Convention at the European Patent Office in good time prior to the beginning of the digital product.

14.4 The digital exhibitor declares bindingly and irrevocably that it itself created the products exhibited by it in the digital product or that they are permissible copies or imitations of other suppliers or other third parties. The digital exhibitor undertakes to respect the preferential property rights of the third parties.

15 Concluding provisions

15.1 The language of the contract is German. The German version of these Terms and Conditions of Use is binding for the interpretation of their provisions. The English version is solely for the purpose of information.

15.2 In the event that one or more provisions of this agreement should be deemed to be or become invalid, the remaining provisions will remain in full force and effect. Invalid provisions are wherever possible to be replaced by such effective conditions as essentially achieve the same economic objectives as pursued.

15.3 In the event of contradictions between the Registration Form and these Terms and Conditions of Use the rules of the Registration Form take precedence over the Terms and Conditions of Use.

15.4 The substantive law of the Federal Republic of Germany shall apply to this contract and all claims arising from and in connection with it. The UN Sales Convention shall have no application to this contract.

15.5 Should the digital exhibitor have no place of general jurisdiction in Germany or in another EU member country or should the digital exhibitor be a merchant or should the digital exhibitor's permanent residence be relocated abroad after the coming into effect of this contract or should the digital exhibitor's permanent residence or habitual residence at the time of the institution of proceedings be unknown the exclusive place of jurisdiction for all disputes arising from this contract shall be the head office of Koelnmesse.