Special Conditions for Participation in the HYDROGEN DIALOGUE 2024 – Summit & Expo, for exhibitors, start-ups and visitors

Version November 2023

1. Venue, duration, opening hours

Venue:	Exhibition Center Nuremberg and the digital platform		
	talque		
Duration:	Wed 4 – Thu 5 Dezember 2024		
Opening hours:	Wed 4 – Thu 5 Dezember 2024 9:00 - 18:00 daily		

Also, beyond the actual event duration, selected digital content will remain available at the online platform until the platform gets deactivated.

2. Conceptual Partner

Zentrum Wasserstoff.Bayern (H2.B)

3. Organizer

NürnbergMesse GmbH Messezentrum, 90471 Nürnberg, Germany T +49 9 11 86 06-0, F +49 9 11 86 06-82 28 team@hydrogendialogue.com www.hydrogendialogue.com

CEO: Peter Ottmann Registration Number HRB 761 Nürnberg Chairman of the Supervisory Board: Marcus König Lord Mayor of the City of Nürnberg

4. Application and contractual terms

4.1 Exhibitors and Start-ups

For the registration of start-ups – as for exhibitors – item 1 of the General Conditions for Participation in Fairs and Exhibitions applies accordingly. The terms for participation in the trade fair HYDROGEN DIALOGUE 2024 for exhibitors and start-ups are

- the Special Conditions for Participation in the HYDROGEN DIALOGUE 2024 – Summit & Expo, for exhibitors, start-ups and visitors,
- General Conditions for Participation in Fairs and Exhibitions (including supplementary Agreement),
- the NürnbergMesse site regulations,
- the organizational (e.g. exhibitor information), technical (e.g. Online ExhibitorShop) and other conditions notified to the exhibitor before the start of the event, and
- the Terms and Conditions for the Licensing and Use of talque from Real Life Interaction GmbH.

In the event of a conflict between the Terms and Conditions for the Licensing and Use of talque from Real Life Interaction GmbH and the Special Conditions for Participation in the HYDROGEN DIALOGUE 2024 – Summit & Expo, for exhibitors, start-ups and visitor, the latter will take priority.

4.2 Visitors

The visitor can purchase different tickets for the event:

- A day or permanent ticket for the HYDROGEN DIALOGUE Summit (conference). This ticket includes the access to the exhibition.
- A permanent ticket for the HYDROGEN DIALOGUE Expo (trade fair).

By purchasing any ticket, the visitor also gains access to the digital platform for the respective event period. For the participation in the event the visitor registers itself therefore in the TicketShop of the Organizer. After going through the registration process, the visitor will receive an email confirming the registration.

The ticket options, all other services, prices, and payment terms are indicated in the registration in the TicketShop.

The contractual terms for the participation of visitors in the HYDROGEN DIALOGUE 2024 are

- the Special Conditions for Participation in the HYDROGEN DIALOGUE 2024 – Summit & Expo, for exhibitors, start-ups and visitor,
- the NürnbergMesse site regulations, and
- the Terms and Conditions for the Licensing and Use of talque from Real Life Interaction GmbH.

In the event of a conflict between the Terms and Conditions for the Licensing and Use of talque from Real Life Interaction GmbH and the Special Conditions for Participation in the HYDROGEN DIALOGUE 2024 – Summit & Expo, for exhibitors, start-ups and visitor, the latter will take priority.

Upon registration, visitors accept the Special Conditions for Participation in the HYDROGEN DIALOGUE 2024 – Summit & Expo, for exhibitors, startups and visitor as binding. Registration is contractually binding for visitors. The contract between the visitor and NürnbergMesse GmbH is concluded when the registration is confirmed by NürnbergMesse GmbH.

5. Admission of exhibitors and start-ups / Stand space confirmation

Item 2 of the General Conditions for Participation in Fairs and Exhibitions is supplemented as follows: If the exhibitor requests a stand position other than stated in the stand space confirmation, a processing fee of EUR 350 can be charged. The exhibitor agrees to pay a processing fee of EUR 250 if the order for stand space is cancelled prior to receipt of the stand confirmation. Cancellation after receipt of the stand space confirmation is governed by item 7 of the General Conditions for Participation in Fairs and Exhibitions.

6. Exhibitors, start-ups and approved exhibition goods

Admissible as **exhibitors** are: manufacturers, importers, wholesalers, sales representatives, research institutes, associations and publishing houses in Germany and abroad, offering only those products and services that can be assigned to the product groups provided. All exhibition goods must be described in detail in the application. Products (copies, counterfeits, etc.) that violate the regulations for the protection of industrial property rights in Germany are not admitted.

Admissible as **start-ups** are: National and international companies that are younger than 5 years old and whose business model is related to hydrogen. The company must not have previously participated as an exhibitor in the HYDROGEN DIALOGUE with another exhibitor package / with another exhibitor space.

7. Rental and package prices in exhibition halls

7.1 Rental prices

7.1.1 Rental prices per m² stand space

EUR 269	In-line stand	(1 side open)
EUR 299	Corner stand	(2 sides open)
EUR 319	Peninsula stand	(3 sides open)
EUR 339	Island stand	(4 sides open)

7.1.2 Rental prices early-booking per m² stand space

EUR 259	In-line stand	(1 side open)
EUR 269	Corner stand	(2 sides open)
EUR 289	Peninsula stand	(3 sides open)
EUR 309	Island stand	(4 sides open)

Early-booking discount only available until 14th June 2024.

7.1.3 Minimum stand space and contents

Minimum stand space is 9 m².

The type of stand allocated depends on planning; an entitlement to a certain type of stand does not exist.

Rental includes:

- Hire of the stand space during assembly, exhibition and dismantling.
- General guarding of the exhibition halls. General lighting of the exhibition halls.
- General cleaning of the passageways.

An administrative fee of EUR 0.60 per m² of stand space in exhibition halls will be charged and remitted to the AUMA (Association of the German Trade Fair Industry). The waste disposal service includes the professional removal and recycling of any waste generated at the stand during assembly and dismantling as well as for the entire duration of the trade fair. The flat fee for this is EUR 4.95/m² and is charged up to a maximum area of 500 m². The disposal of production waste accumulated during the event, entire stand elements or complete exhibition stands must be ordered separately. It is strictly forbidden to bring any waste with you, any violation will be charged to the exhibitor. We reserve the right to take further measures. Waste is disposed of in accordance with the Technical Regulations.





7.2 Package prices for start-ups

Upon registration as a start-up, the start-up agrees to purchase the start-up package in the amount of EUR 1,900, in early booking in the amount of EUR 1,750.

The early booking discount is valid until June 14, 2024.

The package includes both the disposal service (see item 7.1) and Marketing Services (see item 14).

7.3 Rental prices for vehicle area in exhibition halls regular

EUR 4,249 for 20 m² vehicle area EUR 5,849 for 30 m² vehicle area EUR 7,449 for 40 m² vehicle area

7.4 Rental prices for vehicle area in exhibition halls early-booking

EUR 3,249 for 20 m² vehicle area EUR 4,449 for 30 m² vehicle area EUR 5,449 for 40 m² vehicle area

Early-booking discount only available until 14th June 2024.

Vehicle areas are for the pure presentation of vehicles. The following additional equipment is permitted (exclusive): Carpet, table, chairs, advertising flags, banner up, etc. For the implementation of a more elaborate stand design, the additional booking of stand space is necessary (see item 7.1).

7.5 Evening event

The participation in the evening event is automatically included for exhibitors, start-ups and visitors by booking stand space / package or a visitor ticket. The evening event will take place on the first evening of the trade fair, December 5, 2024. Further information will be sent to all registered exhibitors, start-ups and visitors in good time before the event.

8. Complete rental stand

All charges of complete rental stands are calculated per m² of stand space (rounded up to nearest full m²), in addition to rental charge for stand space in exhibition halls (see item 7). Rental includes:

Hire of complete stand.

You can find all variants for requesting a quotation and / or for ordering at www.standconfigurator.com

The organizer is responsible for assembling and dismantling the complete rental stand. The complete rental stand and its fittings must not be pasted over, nailed, painted or damaged in any way. The exhibitor is liable for damage done during the rental period and will be charged with the costs. The basic type of complete rental stand can be fitted out additionally in the same system at extra cost. Respective orders can be carried out in the Online Exhibitor.

9. Payment conditions

Exhibitors and start-ups

The full stand space rental and booked services will be charged to exhibitors and start-ups on confirmation of the stand space. All costs for booked services result from the details in the Online ExhibitorShop or the stand application. Any payments are due by the date shown on the respective invoice. Invoices are payable in full. All payments are to be made in EURO without charges, quoting invoice number.

If the exhibitor / start-up enters a different invoice address on the application form, he/it authorizes the stated person/company to receive the invoice and other payment requests. This does not exempt the exhibitor / start-up from his/its obligation to pay.

For subsequent changes to the invoice for which the exhibitor / start-up is responsible, NürnbergMesse may charge a processing fee of EUR 50. The same shall apply to cases in which additional expense is incurred because invoices and/or related information, data and documents are entered by NürnbergMesse in the exhibitor's invoice processing systems or payment portals.

An entitlement to occupy the allocated stand space exists only after payment of invoices in full. The exhibitor / start-up is to provide proof of payment. The exhibitor / start-up agrees to transmission of invoices by the organizer via e-mail (electronic billing). If the exhibitor does not wish to use electronic billing, he or she can object in writing or in text form.

Visitors

All details regarding the services included in the selected ticket as well as the payment terms result from the online order and registration in the TicketShop.

10. Insurance coverage

As is the case for exhibitors, Item 19.3 of the General Conditions for Participation in Fairs and Exhibitions applies accordingly to the insurance coverage of start-ups.

11. Assembly and dismantling, passes

Assembly:	Mon 2 - Tue 3 December 2024	7:00 – 19:00 daily
Dismantling:	Thu 5 December 2024	18:00 - 22:00
-	Fri 6 December 2024	7:00 – 19:00

Access to the halls during assembly and dismantling times is only permitted On display of special assembly and dismantling passes. These are not valid for the duration of the event. Exhibitors can receive assembly and dismantling passes free of charge at the ExhibitorArea / TicketCenter.

No dismantling of exhibition stands before the end of the event.

The event will end at 18:00 on the last day of the fair. Each exhibitor or startup commits

- to occupying its stand space with stand personnel by this time.
- not to start dismantling the exhibition stand until this time.

Any violation will be punished by the organizer with a contractual penalty to the exhibitor or start-up. The contractual penalty amounts to 20% of the net stand space rent, but at least EUR 1,000. The organizer also reserves the right to exclude the exhibitor or start-up from future participations in the HYDROGEN DIALOGUE.

12. Stand design

The exhibitor or the start-up (both are summarized as "exhibitor" in the following) is responsible for the stand equipment and design. The exhibitor is obliged to install 2.50 m high stand partition walls on all closed sides of the stand area and to lay floor covering. The hall walls may not be used. The overriding principle for the design of all exhibition stands is transparency. All open sides of the stand must be freely accessible. This means that at least 50% of the respective gangway side must not be obstructed by structures or fittings.

The minimum height is 2.50 m.

The backs of stand partition walls, advertising carriers or other design elements facing neighboring stands and exceeding a height of 2.50 m must have a neutral design in a clean and tidy condition and must not contain any text or graphics.

If the rental exhibition stand is not used, a fascia (0.30 m high) must be fitted on all open sides of the exhibition stand. The fascia is not required, if the necessary stand appearance is provided in some other way.

The exhibition organizer reserves the right to give further instructions concerning the design of stands.

Only water-soluble adhesive may be used on the fiber board stand partition walls and these may not be painted unless they have first been covered with wallpaper. After the exhibition, wallpaper or other finishing material must be removed by the exhibitors, otherwise exhibitors will be charged with the costs. All other stand partition walls, floors, hall walls, pillars, installations, fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any way.

The exhibitor is liable for damage done and will be charged with the costs. Pillars, installations and fire-fighting equipment within the stand are part of the allotted stand space and must be accessible at all times. Floor coverings in the stands are only to be fixed with double-sided adhesive tape (following tapes are to be used: tesafix no. 4964).

The exhibitor agrees to comply with these conditions. Non-compliance may result in claims for damages by the organizer or the neighboring exhibitors affected.

13. Exhibitor passes

Exhibitors and start-ups receive a flat rate of 5 free exhibitor passes for the required stand and service personnel. These passes are valid for the duration of the event as well as for the assembly and dismantling time. Any additional exhibitor passes needed can be purchased for entitled persons at a price of EUR 50 per item including VAT at the statutory rate. Exhibitor passes can be ordered, registered and managed in the pass management in the TicketCenter.

14. Marketing Services for exhibitors (= direct exhibitors) and start-ups

The organizer provides each exhibitor and start-up with following Marketing Services:

Entry of your company in the official print and online media

- Listing in the exhibitor list on the event website (company name, stand number, company logo)
- Entry of company name and stand number in the exhibition guide (distributed free of charge to all visitors)
- Entry of company name and stand number in the hall plan

Appearance on the digital platform talque (browser & app)

- Entry in the exhibitor list
- Company profile: company description, company logo, contact information
- Stand number, links (social media, website)
- Chat and video communication options
 Virtual and on-site appointment scheduling
- Lead list employees (file with DSGVO-compliant leads)
- Entry in interactive hall plan
- Possibility of continuous updating of the company profile

Social Media Kit

- Provision of various graphics and motifs for the promotion of the
- participation and event in the social media channels
- Linking to the social media channels via the digital company profile

Voucher codes / Voucher monitoring

- Company voucher code to invite customers to the expo
 Free redemption of 30 voucher codes (whether via company voucher code or via individual voucher codes). All redeemed beyond this amount will be charged to the exhibitor at EUR 15 each but not more than 30 (max. EUR 450).
- Company voucher code as QR code
- 60% discount on Summit tickets for employees of the exhibitor.
- Voucher monitoring: Reporting of redeemed voucher codes, preregistered visitors and no-shows before, during and after the exhibition.

Exhibitor passes for your stand personnel and service providers

5 free exhibitor passes

 Onboarding of employees on the digital platform as a contact person in the exhibitor's company profile

Lead Success Management

Access to the Lead Success Management Tool

The exhibitor is solely responsible for the information and other materials provided by him for the exhibition directories, in particular images. He shall indemnify the organizer against all claims by third parties asserted in relation to the materials sent.

15. Co-exhibitors

Co-exhibitors are companies who appear on the exhibitor's (= direct exhibitor's) stand and present their own products with their own personnel. Their independence must also be recognizable without physical separation. Co-exhibitors can only be admitted if the application has been made online by completely filling out and submitting the online form and, if applicable, additionally confirming a link received by e-mail. A registration of co-exhibitors is only possible for exhibitors (= direct exhibitors). Start-ups cannot register co-exhibitors. If the registration of a co-exhibitor is obliged to pay a processing fee of EUR 100.

15.1 Marketing Services for Co-exhibitors

The organizer provides each co-exhibitor with Marketing Services (Details see item 14). The exhibitor agrees to pay a participation fee and purchase the Marketing Services at a total price of EUR 950 for each co-exhibitor registered by him. No reduction in price can be granted if only parts of the package are used.

16. Supplementary regulations for digital participation

a) Exhibitors and start-ups

Before the event, each exhibitor or start-up receives a link to the digital platform talque. The exhibitor or start-up also registers on talque to enter its digital profile there. Before, during and after the event, the exhibitor or start-up uses their profile to contact exhibitors, start-ups and visitors via talque and to take advantage of services such as video calls and chat functions.

b) Visitors

Before the event, the visitor receives a link to the digital platform talque after purchasing a ticket in the TicketShop. For digital participation, the visitor registers on talque to maintain his digital profile there. Before, during and after the event, the visitor uses his profile to contact visitors, exhibitors and start-ups via talque and to take advantage of services such as video calls and chat functions.

Visitors who do not wish to participate in the event on site at the exhibition center, but only digitally, register directly on the digital platform talque via a corresponding contact form.

c) Obligations of the exhibitor or start-up

The exhibitor or start-up is responsible for creating the technical requirements for digital participation. The responsibility for their own digital presentation (this also includes presentations in other formats) lies solely with the exhibitor or start-up. He must ensure that rights of use for all content of the respective digital presentation (e.g. texts, graphics) are given and that no copyrights of others are violated. The exhibitor or start-up indemnifies the organizer against claims of third parties for copyright infringement and trademark infringement. For the purpose of advertising the event, the exhibitor or start-up allows the organizer to use its logo/company, even if it is protected by trademark law.

17. Withdrawal from registration, cancellation of registration

a) Exhibitors and Start-ups

Item 7 of the General Conditions for Participation in Fairs and Exhibitions applies to Start-ups and Exhibitors alike with regard to withdrawal from registration and cancellation of registration. If the Exhibitor does not utilize one or more services within the package of booked services, this will have no effect on the participation or the price.

b) Visitors

If a ticket for the **HYDROGEN DIALOGUE Summit** is cancelled, the organizer is entitled to charge a cancellation fee according to the following scale:

For cancellations up to 14 days prior to the start of the event, registrations can be cancelled free of charge.

For cancellations from the 13th calendar day prior to the event, 100% of the registration fee will be charged.

Cancellation is excluded for a ticket to the HYDROGEN DIALOGUE Expo.

18. Cancellation, postponement, interruption, closure of the event

Reference is made to item 12. of the General Conditions for Participation in Fairs and Exhibitions. This applies accordingly to start-ups and visitors.

19. Non-occurrence of the event on-site

The organizer reserves the right to hold a digital parallel event despite the fact that the event on-site does not take place.

20. Advertising

Advertising of all kinds is permitted within the exhibitor profile for the exhibitor's own company and only for the products and/or services it manufactures and sells, provided these are registered and approved.

21. Data protection notice / Use of data for advertising purposes

In addition to items 23 and 24 of the General Conditions of Participation for Trade Fairs and Exhibitions, which also apply accordingly to start-ups and visitors, it is pointed out that the personal data mentioned there will also be forwarded to the service provider Real Life Interaction GmbH entrusted with the technical implementation of the digital extension, insofar as this is necessary for the implementation of the event.

21.1 Exhibitors and start-ups

The organizer has an interest in cultivating the customer relationship with its exhibitors and providing them with information and offers about its own similar events and services or those of its subsidiaries. Therefore, the data transmitted with the submission of the application (company name, address, telephone/fax number and e-mail address) will be processed by the organizer itself and where applicable transferred to its ServicePartners and subsidiaries and processed by them in order to transmit appropriate event-related information and offers by e-mail in accordance with Art. 6 para. 1 letter f EU-GPDR.

Objection to the transfer and use of data for purposes of direct promotion can be notified to the organizer at any time; this also applies to profiling if it is directly related to the direct advertising. Once the objection is notified, the data will no longer be processed for this purpose. The objection can be notified without observing formal requirements and without indication of reasons and without incurring separate costs aside from the customary transmission costs at basic rates.

You can find additional information on the subject of data protection, particularly concerning the exercise of your rights as a data subject and relevant contacts, at <u>www.nuernbergmesse.de/en/data-protection</u>.

21.2 Visitor

a) The organizer points out that the personal data provided by visitors during registration is processed for the purpose of statistical evaluation, for market research purposes, for information (by mail and e-mail, on future events, on the same or related topics) and for customer loyalty measures (e.g. receipt of loyalty benefits, invitation to events) (Art. 6 (1) lit. f EU-DS-GVO). You can





object to this at any time You can find additional information about data protection, particularly about the exercise of your rights as a data subject and your contact opportunities, at www.nuernbergmesse.de/en/data-protection. These data will be released to Service Partners of NürnbergMesse GmbH only to be processed for the aforementioned purposes.

b) If the registered Visitor participates in a session, roundtable or livestream of an Exhibitor (also in a different digital format), his or her information provided with the registration, i.e., last name, first name, company, job tile, country, and email address, as well as the duration of attendance of the presentation, will be transmitted to the respective company to support clients and interested parties and to render the offered services, regardless of whether the company is based in Germany, the EU, or other third countries (if the corresponding exhibitor package has been booked). The Visitor's participation in a session is voluntary and will not take place without the Visitor's further cooperation. The data will be transmitted to the company only if the user participates in an action. The legal basis is Art. 6 para. 1 sentence 1 lit. b EU GDPR.

c) If the registered user engages in a mutual interaction with other registered Visitors and other participants in the form of a chat or meeting, a lead list comprising all interactions of Visitors and all other participants will be made available to the Exhibitor or Start-up (if the corresponding service is booked in the exhibitor packages). The lead list consists of the information provided with the registration, i.e., first name, last name, email address, company name, job title, type of interaction (chat or meeting), and country. The Visitor's participation in mutual interactions is voluntary and will not take place without the Visitor's further cooperation. The data will only be transmitted to the company when the user participates in an action. The legal basis is Art. 6 para. 1 sentence 1 lit. b EU GDPR.

d) If a registered participant visits company profiles, the data provided upon registration, i.e. first name, last name, email address and duration of the visit to the profile, may be transferred to the company (only if the corresponding Exhibitor Package is booked). Visiting company profiles is voluntary and will not take place without further action on the part of the registered participant. The data will not be transferred to the company until the user visits the company profile. The legal basis is Art. 6 para. 1 sentence 1 letter b EU GDPR.

e) If the registered Visitor participates in a session, roundtable, or livestream (also in a different digital format), his or her first and last name will be visible to the other Visitors of the respective presentation. This enables the Visitors to network and interact with each other. This also constitutes a legitimate interest of the platform operator (Art. 6 (1) sentence 1 (f) of the EU GDPR). Naturally, the user has the right to object to this processing. The manner in which the user can exercise this right is described in letter f below.

f) Every registered Visitor has the right to lodge a complaint against this data processing with the competent supervisory authority and may demand access, rectification, erasure, or restricted processing, object to the processing, or assert his or her right to data portability, subject to the legal prerequisites. NürnbergMesse GmbH or its Data Protection Officer will be glad to answer any questions. You can find further information about data protection, particularly including contact opportunities, at https://www.nuembergmesse.de/en/data-protection.

22. Exhibitor claims, written form, place of fulfilment, jurisdiction

All exhibitor or start-up claims against the organizer must be made in text form (§ 126b BGB). The statutory period of limitation begins on the last day of the exhibition. Agreements that deviate from these or supplementary terms must be in text form (§ 126b BGB).

German law and the German text shall prevail.

Place of fulfilment and jurisdiction is Nürnberg. However, the organizer reserves the right to bring his claims before the court of the place at which the exhibitor or start-up has his/its place of business.

23. Severability clause

If the Terms and Conditions for Participation are partially invalid or incomplete, the validity of the other terms and of the contract will not be affected. In this case, the Parties agree to replace the invalid provision or remedy the omission with a provision that can best achieve the economic purpose intended by the Parties.