

h+h cologne @home Application for Partners Obligatory transmittal.

List of Products (Form 1.30) must be filled in for registration to be valid!

1.10

1 Partner ☐ We are exhibiting for the first time

1.1 Address:

Company/Name:

Street:

Postal Code/City:

P.O. Box:

Postal Code/City:

Country/State:

Main Telephone:

Main e-mail:

Internet:

Proprietor/Managing Director:

☐ Mr ☐ Ms

(please give first and last name)

Correspondence language:

☐ German ☐ English

Sort
alphabetically
under the letter:

PO-Nummer /
order number:

Contact person for the event is:

☐ Mr ☐ Ms

Position:

Telephone:

E-mail:

1.2 We are:

- | | |
|---|--|
| <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Dealer |
| <input type="checkbox"/> Importer | <input type="checkbox"/> Association / Institution |
| <input type="checkbox"/> Wholesaler | <input type="checkbox"/> Service Provider |
| <input type="checkbox"/> General representative | |

1.3 We are registered with the:

☐ Commercial register

At the Magistrate
Court in:

Commercial
Register no.:

1.4 Turnover tax ID number (VAT):

(Required information for companies from EU countries)

1.5 We are members of the following associations:

2. We order according to the Conditions of Participation:
following h+h cologne @home package(s)*:

- | | |
|--------------------------------|--------------|
| <input type="checkbox"/> Basic | 1,500,- EUR |
| <input type="checkbox"/> Smart | 10,000,- EUR |
| <input type="checkbox"/> Best | 15,000,- EUR |

*for included services see official h+h cologne @home sales folder.
Additional services can be ordered by using the separate form.

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 registration form, we acknowledge that the General Terms of Use for h+h cologne @home and the supplements contained in the order forms are binding for our company.

NOTE: A minimum number of 100 partners is required for h+h cologne @home to take place. Koelnmesse therefore reserves the right to cancel the event by 12.02.2021 and withdraw from the contract if the minimum number of participants is not reached.

X

Place, date, legally binding signature and company stamp of the partner

List of Goods

Must be returned by

– Main exhibitor

– Co-exhibitor

Please fill in and return with your registration

1.30

Name of exhibitor / co-exhibitor:

(Please fill in a separate List of Goods for each company)

Main focus of our product range:

(Please make sure you fill this in!)

No.:

For co-exhibitors

For co-exhibitors

How many brands are being presented?

Please list your brands here:

Please note:

The information listed here does not serve as the basis for automatic entry in the official trade fair media (catalogue, online exhibitor search, app). You will receive all order information and documents regarding the provided marketing services from our contractual partners.

List of Goods (Please tick the appropriate box)

Our target/sales markets are:

Africa

- ☐ South Africa
☐ West Africa
☐ East Africa
☐ North Africa

The Americas

- ☐ USA
☐ Canada
☐ Mexico
☐ Colombia
☐ Brazil
☐ Others Central America
☐ Others South America

Asia

- ☐ China
☐ Japan
☐ South East Asia
☐ India
☐ Middle East

Europe

- ☐ Western Europe
☐ Northern Europe
☐ Southern Europe
☐ Russia
☐ Turkey
☐ Others Eastern Europe

Oceania

- ☐ Australia
☐ New Zealand
☐ Others Oceania

Handicraft accessories / Materials (001)

- ☐ 001010 Accessories (except Costume Jewellery)
☐ 001020 Mountings
☐ 001030 Picture Frames
☐ 001040 Decoration Articles
☐ 001050 Craft Kits
☐ 001060 Crafting / Basics Supplies
☐ 001070 Fixatives / Glues & Applicators
☐ 001080 Rubber Stamps
☐ 001090 Woold: Shaping / Painting / Branding
☐ 001100 Candles
☐ 001110 Florals & Baskets
☐ 001120 Art Materials / Posters / Frames
☐ 001130 Leathercraft Supplies
☐ 001140 Modeling Compounds
☐ 001150 Stencils / Transfers & Decals
☐ 001160 Papercrafts / Papermaking & Scrapbooking
☐ 001170 Brushes
☐ 001180 Ceramics
☐ 001190 Dolls & Miniatures
☐ 001200 Jewellery-Diy
☐ 001210 Fabric Prints / Accessories

Acrylic / textile / oil / water paints (002)

- ☐ 002010 Batik / Accessories
☐ 002020 Panats-Acrylics / Fabric / Oil & Watercolors
☐ 002030 Silk Painting

Needlework Implements (003)

- ☐ 003010 Needlework Implements
☐ 003020 Scissors
☐ 003030 Carpet Knotting Frames / Implements
☐ 003040 Weaving Frames / Looms / Accessories

Haberdashe (004)

- ☐ 004010 Appliqué Works/Laces/Braids & Labels/Ribbons
☐ 004020 Iron-on Patterns
☐ 004030 Thimbles
☐ 004040 Knitting Needles & Crocheting Hooks
☐ 004050 Buttons
☐ 004060 Haberdashery
☐ 004070 Sewing Yarns
☐ 004080 Sequins
☐ 004090 Beads
☐ 004100 Zippers
☐ 004110 Embroidery Ribbons

Sewing / Knitting / Embroidery Machines and Accessories (005)

- ☐ 005010 Iron / Ironing board / Ironing system
☐ 005020 Macramé Yarns / Accessoires
☐ 005030 Sewing Machines / Accessories
☐ 005040 Embroidery Machines / Accessories
☐ 005050 Knitting Machines / Accessories

Fabrics (006)

- ☐ 006010 Needlework Fabrics
☐ 006020 Quilting / Patchwork
☐ 006030 Fabrics

Knitting, Embroidery, Rug and Crochet Thread / Yarn / Wool (007)

- ☐ 007010 Needlework Kits
☐ 007020 Knotting Kits / Knotting Wool
☐ 007030 Embroidery Yarns
☐ 007040 Embroidery Kits
☐ 007050 Knitting & Crocheting Yarns
☐ 007060 Knitting Machine Yarns
☐ 007070 Carpet Yarns
☐ 007080 Weaving Yarns

Name of main exhibitor:

0	9	9	0
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Customer number:

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Tapestry / Gobelin (008)

<input type="checkbox"/>	008010	Needlework Mountings
<input type="checkbox"/>	008020	Home-Textiles, Embroidered
<input type="checkbox"/>	008030	Decoration Canvas
<input type="checkbox"/>	008040	Tapestry / Gobelins
<input type="checkbox"/>	008050	Textile Design

Literature (009)

<input type="checkbox"/>	009010	Construction Books / Handicraft
<input type="checkbox"/>	009020	Construction Books / Hobby
<input type="checkbox"/>	009030	Trade Magazines / Books

Miscellaneous (010)

<input type="checkbox"/>	010010	Computers / Software
<input type="checkbox"/>	010020	Shop Fitting & Design
<input type="checkbox"/>	010030	Sewing & Craft Storage Containers
<input type="checkbox"/>	010040	Trimmings
<input type="checkbox"/>	010050	Patterns
<input type="checkbox"/>	010060	Daylight Lamps
<input type="checkbox"/>	010070	Packaging / Carrier Bags
<input type="checkbox"/>	010080	Felts / Felting Wool
<input type="checkbox"/>	010090	Pins
<input type="checkbox"/>	010100	Hobby room facilities
<input type="checkbox"/>	010110	Magnifiers for handicraft and reading magnifiers NEW
<input type="checkbox"/>	010120	Associations and institutions NEW

1 Area of validity and Contract Partner

1.1 Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany, ("Koelnmesse") operates the digital product "h+h cologne @home".

1.2 Companies can purchase the services of Koelnmesse as described below under Item 1.2.1 and in these General Terms and Conditions of Use for Partners ("Terms and Conditions of Use") and in the form for the purchase of the Partner Packages ("Registration Form") in connection with the digital product. Each of the companies purchasing these services is subsequently referred to as a "Partner", regardless of which specific service has been purchased.

1.2.1 Koelnmesse provides companies 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 set up own profile pages and have their own content integrated within the scope of function available in the digital product. The purchase of a Partner Package is required for this.

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 Annex(es). These Terms and Conditions of Use and their Annex(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 Partner'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 Partner can call up, save and print out the Terms and Conditions of Use on the Website at any time.

1.6 Koelnmesse saves this contract text after conclusion of the contract. The contract text is not accessible to the Partner.

1.7 Special General Terms and Conditions of Business of Koelnmesse may apply for other services in the context of h+h cologne @home (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 acceptance as a Partner

2.1 The company receives the status as a Partner of Koelnmesse in the sense of these Terms and Conditions of Use and of the Registration Form through the purchase of the Partner Package. Koelnmesse decides on the acceptance as a Partner 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 as a Partner:

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

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 Partner in the digital product and that they possess the necessary rights to present them. The issue of a licence by the producer is necessary for the presentation of products that were not produced by the actual Partner. 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 severe infringement of these Terms and Conditions of Use. Koelnmesse is entitled to carry out reviews during the time in which the Partner's Profile page can be called up and, insofar as applicable, to close the Profile page of the Partner when, despite a corresponding warning, it is being used for the

presentation of items for which the necessary licences cannot be proven.

3 Conclusion of the contract; purchase of the Partner Package; acceptance as a Partner

3.1 The Partner can call up and download the Registration Form for the purchase of the Partner Package on the Website.

3.2 The Partner can submit the completed Registration Form via e-mail to the address sales@hh-cologne.de. The arrival of the e-mail at Koelnmesse represents the legally binding offer of the Partner for the purchase of the Partner Package and for the acceptance as a Partner, according to the Package specified on the Registration Form ("Offer"). The Partner 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 Partner electronically via e-mail to the address that the Partner has entered in the Registration Form without delay ("Confirmation of Receipt"). This Confirmation of Receipt does not yet represent the acceptance of the Partner's Offer by Koelnmesse.

3.4 The contract concerning the purchase of the Partner Package and the acceptance as a Partner first comes into being when Koelnmesse has expressly accepted the Offer by sending a confirmation of registration via e-mail ("Conclusion of Contract").

3.5 Koelnmesse decides on the acceptance of a Partner conscientiously at its sole discretion. In the event of a rejection, the applicant company will receive a separate notification.

In particular, Koelnmesse reserves the right not to admit a company as a Partner if there are factual indications that the Partner's products or services that are to be presented in the digital product violate a third-party right, that the Partner has participated in or been an accessory to such a violation, or that the Partner is responsible for the violation of third-party rights due to another legal reason. In such cases, Koelnmesse will give the Partner 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 Partner

4.1 The digital product offers corresponding presentation possibilities for the Partners' content (e.g. profile pages, multimedia files of the Partners etc.), the streaming of conference content and corresponding functionalities for networking and audio/video communication.

4.2 In connection with this digital product Koelnmesse provides the Partner with the following services after its purchase of the Partner Package:

4.2.1 With the conclusion of this contract, the Partner is entitled to refer to itself as a Partner of h+h cologne @home for the duration of this contract. The Partner will be named as such in the activities in connection with h+h cologne @home, e.g. on the Website, at the sole discretion of Koelnmesse.

4.2.2 Koelnmesse shall also provide the Partner with the services as described in the Registration Form. These comprise, for example, the following services:

- Provision of an own profile page for the Partner in the digital product for presenting the company
- Playing the exhibitor's own multimedia content within the exhibitor profile page.
- Discoverability of the Partner via the search facility (company name) integrated in the digital product
- Possibility of saving specific contact data and multimedia content on the Partner's own Profile Page. Such data and content is only available to accredited users.
- Possibility of calling individual meetings of up to 10 people

4.3 Koelnmesse warrants, within the foreseeable requirements, to provide 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 Representation formats for Partners

5.1 Koelnmesse shall set up for the Partner a Profile Page and optionally also additional other presentation formats on the digital product.

5.2 Koelnmesse may of its own account enhance the presentation formats by adding publicly available information of the Partner for the purposes of a proper representation.

The presentation format "Profile Page" can be customized by the Partner to the extent permitted by the template. To this end, the Partner can collect company content such as logo, descriptive texts, a media gallery with videos and photographs, an overview of the products, a company-specific schedule, Websites (together "Partner content"), via an online form. Koelnmesse provides the Partner with access to this form. Koelnmesse reserves the right to stipulate standard restrictions concerning file formats, sizes and other technical requirements.

5.3 The content can only be edited until the editorial deadline (2 weeks prior to the event) and will also remain presented in the digital product after the event. The Partner can request that this be deleted.

6 Duties of the Partner

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

6.2 Further obligations of the Partner

6.2.1 The Partner undertakes to keep confidential and adequately protected against unauthorized access the access data received from Koelnmesse and the associated passwords. The Partner 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 Partner undertakes not to collect content in the digital product, or to play advertising on the presentation formats of the Partners, that does not correspond thematically to the Products List in Annex 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. Furthermore the Partner 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.

6.2.3 The Partner 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 Partner must ensure that its content that has been transferred and set up in the digital product is not infected with viruses, worms, or trojans. The Partner undertakes to make good all damage to Koelnmesse that arises from the failure to fulfil these obligations within the control of the Partner 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 Partner.

6.2.4 The Partner undertakes to pay in full all due license and other fees and expenses (GEMA (German Authors' Rights Society), the Artists' Social

Insurance Fund, Ausländersteuer (German income tax payable by non-residents)) 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 Partner fails to register for and/or pay the due licensing and other fees and expenses the Partner indemnifies Koelnmesse against any and all claims by third parties.

7 Further rules for Partners

7.1 The Partner 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 Partner 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 Partner must clearly draw attention to this.

7.2 Granting of usage rights to Koelnmesse

7.2.1 The Partner 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 Partner. 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 Subsection 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 publically 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 Partner 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 und Confidentiality

9.1 The parties undertake to treat the confidential information ("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. Confidential information is also such information that becomes known in the course of an oral presentation or a discussion.

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 made accessible 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, imposing the obligation to maintain confidentiality on the employees, 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 8.

10 Liability of the Partner; indemnity

10.1 The Partner 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 Partner 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 Partner in the context of this contract insofar as the Partner is at fault for said infringement. Koelnmesse will immediately notify the Partner of any claims asserted by third parties and at its own discretion will either entrust the defence of these claims to the Partner or coordinate the defence with the Partner. Koelnmesse will neither recognize nor accept as undisputed claims by third parties without consulting the Partner. 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 Partner shall, at the Partner's 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 Partner under appropriate conditions and within an appropriate time, Koelnmesse shall be entitled to assert its statutory rights.

11 Fees

11.1 The fees for Partner Packages are:

- | | |
|-----------------|-----------|
| • Basic Package | €1,500,- |
| • Smart Package | €10,000,- |
| • Best Package | €15,000,- |

Please refer to the official participation documents for information on the services making up the individual Packages and the optionally bookable services.

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

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

11.4 Partners must immediately notify Koelnmesse in writing of any changes to their VAT identification numbers.

11.5 If, in exceptional cases, other services are provided in which the place of performance is not the registered office of the service recipient and statutory VAT is due, foreign Partners may receive a refund of the invoiced VAT provided they fulfil the legal requirements. Further information is available at www.bzst.bund.de

12 Termination of the contract

12.1 The contract ends when the digital product h+h cologne @home is taken offline. This will take place not before three months after the end of the actual event.

12.2 If the Partner cancels the Partner Package it has booked the following cancellation costs will be incurred relative to the participation fee:

a) Cancellation between 3 months and 4 weeks before the start of the event: 50%

b) Cancellation within 4 weeks before the start of the event: 100%

12.3 If the Partner intends to upgrade the package booked this is fundamentally possible in consultation with the Sales Manager responsible.

12.4 Either party has the right to terminate the contract without notice for good cause. Good cause for Koelnmesse is in particular:

a) the serious or repeated infringement by the Partner of these Terms and Conditions of Use;

b) any serious interference affecting the Website caused by actions on the part of the Partner;

c) the action in tort of a Partner or the attempt to carry out such an action, e. g. fraud;

d) the infringement of currently valid data protection regulations by the Partner;

e) continued interference with operation due to force majeure lying outside the control of Koelnmesse, such as e.g. natural catastrophes, fire, failure of supply networks due to non-culpable reasons.

12.5 Any termination and/or cancellation must be notified in writing. Termination by fax or e-mail counts as in writing.

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 13.2 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 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 Koelnmesse does not want any partners who in the process of producing, disseminating, selling, owning or advertising their products violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense.

14.2 If a final court decision has determined res judicata that a Partner 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 product 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 It is the responsibility of the Partner to ensure that the content brought into the digital product is not in violation of property rights.

14.4 The protection of inventions for patent registration is the Partners' business. The Partner 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.

14.5 The Partner 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 Partner undertakes to respect the preferential property rights of the third parties.

15 Final 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 the terms and conditions. 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 Partner have no place of general jurisdiction in Germany or in another EU member country or should the Partner be a merchant or should the Partner's permanent residence be relocated abroad after the coming into effect of this contract or should the Partner'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 registered office of Koelnmesse.

1 Controller/Contact

The Controller as defined under the data protection laws is

Koelnmesse GmbH
Messeplatz 1
50679 Cologne, Germany

Our Data Protection Officer can be contacted as follows:
datenschutz-km@koelnmesse.de

For trade fairs outside Germany, our Data Protection Officer can be contacted as follows:
dataprivacy@koelnmesse.de

2 Your rights as data subject

If your personal data are processed, you are a data subject as defined in the GDPR and you have the following rights with respect to the Controller:

Right of objection

You have the right to file an objection at any time against processing of your personal data, carried out on the basis of Art. 6 (1) sentence 1 lit. e) or f) GDPR, for reasons resulting from your particular situation. This also applies to any Profiling based on these provisions.

The Controller will then no longer process your personal data, unless he/she can demonstrate compelling reasons for the processing warranting protection, and these prevail over your interests, rights and liberties, or if the processing is for the purpose of asserting, exercising or defence of legal entitlements.

If your personal data are processed in order to carry out direct advertising, you have a right to file an objection at any time against the processing of your personal data for the purpose of such advertising. This also applies to Profiling insofar as it is connected with such direct advertising.

If you object to processing for the purpose of direct advertising, your personal data will no longer be processed for these purposes.

In connection with the use of services of the information society and notwithstanding Directive 2002/58/EC, you have the possibility of exercising your right of objection via automated procedures that use technical specifications.

You can demand **information** on whether we process personal data concerning you. If such processing is carried out, you can demand further information on this processing, in particular the purposes, categories of personal data, recipients or the categories of recipients, planned storage duration etc.

You have a right to **correction** and/or completion of your data

You can demand the **restriction of the processing** of your personal data under certain circumstances: If the processing of your personal data has been restricted, these data — with the exception of their storage — can only be processed with your consent, or for the assertion, exercise or defence of legal entitlements, or to protect the rights of another natural or legal person, or for reasons of an important public interest on the part of the EU or a member state.

Under certain circumstances, you can demand the **erasure** of the personal data concerning you. If the Controller has made your personal data public and is obliged to erase them, he/she shall, with consideration for the available technology and implementation costs, take appropriate measures, including of a technical nature, to inform Controllers, responsible for the data processing and processing the personal data, that you, as data subject, have demanded that they delete all links to these personal data, or have demanded the deletion of copies or replications of these personal data.

If you have asserted the right of rectification, erasure or restriction of processing with respect to the Controller, the latter is obliged to inform all recipients, to whom your personal data have been disclosed, of this rectification or erasure of the data or of the restriction of processing, unless this proves to be impossible or involves disproportionate expense. You have a right with respect to the Controller to be **informed** of these recipients.

You have a right to **receive** your personal **data**, provided by you, in a structured, commonly-used and machine-readable format. You also have a right to insist that these data be transferred directly to another controller, insofar as this is technically possible. Liberties and rights of other persons must not be impaired as a result.

You have the right to **revoke** your data protection **declaration of consent** at any time. Revocation of the consent shall not affect the legality of the processing, carried out on the basis of the consent, up until the revocation. Within certain limits, you have the right not to be subjected to a decision, based exclusively on automated processing — including Profiling — that is legally effective against you or that significantly impairs you in a similar manner.

3 Right to complain to a supervisory body

Notwithstanding any other administrative-law or judicial remedy, you have a right to complain to a supervisory authority, in particular in the member state of your residence, your place of work or the place of the suspected violation, if you are of the opinion that the processing of your personal data violates the GDPR.

The supervisory body with which the complaint has been filed, will inform the complainant of the status and the results of the complaint, including the possibility of a judicial remedy pursuant to Art. 78 GDPR.

4 Information in the event of data collection via third parties

If we collect your personal data via third parties, this can involve the following categories of personal data: name, contact data as well as further information, for example concerning your responsibilities. If we do not receive these contact data directly from you, we receive them from the company for which you work and/or with which we are in contact. This can involve in particular an exhibitor or another cooperation partner with which we exchange services.

The possibility also exists of us receiving your contact data from commercial agents working for us.

5 Purposes and legal basis of the processing

a) If you conclude a contract with us, we process your data for contract initiation, execution and settlement. This concerns the purchase of tickets as well as the contractual relationship as exhibitor, if you are acting as a natural person, for example businessman, in this respect. This also includes the creation of user accounts on the platforms offered by us, unless a separate data protection notice on the handling of your data is provided there. The data processing can also be for the purpose of administering your participation in an event or competition.

The legal basis for the handling of your data is Art. 6 (1) sentence 1 lit. b) GDPR, if this handling concerns the contractual exchange of services with you.

b) We may possibly also process data on you even if you yourself are not a customer, but rather a contact person of a business or cooperation partner.

In this respect, the legal basis for the handling of your data is Art. 6 (1) sentence 1 lit. f) GDPR.

c) We process your data in order to provide you with the accreditation for this event. If you have given your consent during accreditation, your data will be

used to send you press information. To do so, your data will be stored in our database even after the event is over.

The legal basis for the handling of your data is Art. 6 (1) sentence 1 lit. b) GDPR, if this handling concerns the contractual exchange of services with you. Insofar as you have given your consent to the sending of press information, Art. 6 (1) sentence 1 lit. a) GDPR is the legal basis for the handling of your data. You can revoke such consent at any time with effect for the future.

d) We also process data for other purposes that are in our interests, specifically in order to:

- provide you with product information concerning relevant products and services.
- carry out measures aimed at improving and developing services and products, so as to be able to approach you individually with customised offers and products.
- carry out market and opinion research, or have this carried out by market and opinion research institutes. This enables us to obtain an overview of the transparency and quality of our products, services and communication, and to align or design these in the interests of our customers.

The legal basis for this handling of your data is Art. 6 (1) sentence 1 lit. f) GDPR, § 7 (3) UWG as well as Art. 6 (1) sentence 1 lit. a) GDPR, provided you have issued consent. You can revoke any such consent at any time with effect for the future.

e) As far as your data are collected exclusively for the purpose of traceability of new infections with the Coronavirus SARS-CoV-2, the legal basis for the handling of your data is § 2a CoronaSchVO NRW.

6 Justified interest

If we use data within the framework of the above weighing-up of interests, our justified interest lies in enabling direct advertising (see Recital 47 GDPR), provided your privacy-law interests do not outweigh our advertising interests in each individual case.

If we use data in the context of contract initiation or fulfilment with a business or cooperation partner, our interest when handling your data lies in enabling and maintaining a dialogue with the respective business or cooperation partner, typically within the framework of a contractual or other relationship. If you act as contact person in this respect — typically in your function as employee of these companies — you typically have no opposing interest if this interaction with us is part of your work duties.

7 Recipients of your data

If and insofar as you have issued us with corresponding consent, we shall forward your data within the limits of this consent.

We shall also forward your data to service providers who are bound by instructions and whose work supports the provision of our services for you, on our behalf and in accordance with our instructions. These can be IT service providers, print service providers, call centres if you call in, and similar service providers. In addition, we pass on your data to third parties if and insofar as this is necessary to fulfil the contract concluded with you and order processing is out of the question.

In individual cases we also forward your data to third parties who use the data on their own responsibility: finance and tax authorities, police and investigation authorities (given the existence of a legal basis), official registration bodies (if forwarding is prescribed by law), insurance companies, banks and lending institutions (payment processing), market partners, commercial agents, auditors, lawyers, accountants or similar third parties.

8 Transfer of data to a third country

The transfer of data to third countries is planned if this is necessary for fulfilment of a contract, or if you issue us with express consent to forward the data to third parties.

If we transfer your data to service providers or group companies outside the European Economic Area (EEA), the transfer will only be made if the third country has been certified by the EU Commission as having an adequate level of data protection (Art. 45 (1) GDPR), or given the existence of other adequate data protection guarantees as defined in Art. 47 GDPR.

9 Duration of the storage of your data

If we have received your data for the processing of the contractual relationship with you as ticket purchaser or as natural person, as exhibitor, or for the purpose of an advertising approach or for the processing of your participation in an event or competition, we shall store your data and shall erase these after the event or when the contractual relationship with you has ended, when all reciprocal claims have been fulfilled and if no other statutory retention obligations or statutory justifying reasons for the storage exist. If you have a user account, your user data will be stored until this user account is deleted.

If we have collected your data solely on the basis of the CoronaSchVO NRW, these data will be stored or deleted in accordance with the periods resulting from this regulation.

If you have given us your consent (e. g. to receive information on products and services or press releases), we will store your data until you revoke your consent.

Retention obligations exist in particular under the German Commercial Code (HGB) and the German Tax Code (AO). If such obligations apply and concern documents with your data, we shall erase your data upon expiry of the statutory retention obligations. As a rule therefore ten years from the end of the year in which the contractual relationship with you has ended.

If we use your data in the context of the contract initiation or fulfilment with a business or cooperation partner, we shall store your data and shall erase them as soon as these are no longer required, for example if our relationship with the business or cooperation partner ends, if you yourself no longer act as contact person or similar.

10 Necessity of providing your data

The provision of the data by you and the collection of the data by us for the processing of the contractual relationship with you as ticket purchaser or as natural person or as exhibitor, is necessary for conclusion of the contract. Without the data we cannot conclude a contract with you or provide invocable services. This also applies if you wish to create and use a user account or to be accredited as a media representative.

The same applies in cases in which you wish to be approached by us for advertising purposes, or wish to participate in events or competitions.

If we collect your data in the context of contract initiation or fulfilment with a business or cooperation partner, the provision of the data is typically necessary for the contractual relationship with the company for which you work; we would be typically unable to provide services without the data.

11 Automated decisions in individual cases or Profiling measures

No automated decision making or profiling takes place, neither for the creation and execution of the contractual relationship with you, nor for advertising approaches, nor for the processing of your participation in events or competitions.

If you have a user account on one of our platforms and are logged in there, we evaluate your interests on the basis of the actions you have taken in order to send you information on products and services tailored to your interests. An automated decision making process does not take place.

(last amended 15 September 2020)

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