

TERMS AND CONDITIONS VIRTUAL CONFERENCE SX TECH 2021 BERLIN

1. General provisions, definitions.

1.1. These regulations constitute the general terms of the agreement within the framework of Virtual Conference Sx Tech conference by Sx Tech eu Gmbh I.G represented by Aleksandra Miedzynska based in Berlin.

1.2. The terms used herein, capitalized mean:

- 1.2.1. Organizer - Sx Tech Virtual Conference by Sx Tech eu Gmbh I.G represented by Aleksandra Miedzynska, Lohmühlenstraße 65, 12435 Berlin, Email Address: ola@sxtech.eu
- 1.2.2. Virtual Conference - held by the Organizer of Sx Tech Conference by Sx Tech eu Gmbh I.G, which will take place in virtual space hosted and owned on the website, platform and servers infrastructure owned by the organizer - <https://sxtech.eu/> on the November 26th 2021
- 1.2.3. Regulations - the present document constituting the general conditions of the Agreement;
- 1.2.4. Exhibitor - a natural person, legal person or entity without legal personality, which conducts business activity: related to tech industry, in particular providing services, whose offer is addressed to operators of health, fem tech or sex tech/health /wellness industries or who in the course of its business intends to start running or managing an fem/ tech/sex tech/deeptech business or making offers to entities engaged in these activities;
- 1.2.5. Pavilion - "**Pavilion**" - **virtual space organised as virtual "exhibitor booth"**
Stand - an exhibition space located in the Pavilion; **virtual space organised as virtual "exhibitor booth"**
- 1.2.6. Agreement – an agreement concluded on the terms specified in the Regulations between the Organizer and the Exhibitor, defining the rights and obligations of the Organizer and the Exhibitor;
- 1.2.7. Virtual Conference Website - made available by the Organizer on the Internet at <http://www.sxtech.eu> website enabling inter alia conclusion of the Agreement between the Organizer and the Exhibitor;
- 1.2.8. Visitor - a natural person who is neither an Exhibitor nor a representative of the Organizer, but who is present in Pavilion **virtual "exhibitor booth"** during the Virtual Conference.
- 1.2.9. Additional Services - above-standard benefits provided by the Organizer not falling within any of the categories of Stands **virtual "exhibitor booth**, individually

agreed with the Exhibitor, in particular as to their scope and remuneration payable to the Organizer.

2. Obligations of the Organizer

2.1. Organizer provides Exhibitors on the terms specified in the Regulations, stands in a category chosen by the Exhibitor, on the terms specified in the Regulations. The organizer offers the following categories of Stands available to purchase on Virtual Conference website www.sxtech.eu

2.2. Within the Stand **virtual “exhibitor booth”** "Standard", for the duration of Virtual Conference the Organizer allows Exhibitors to use:

- 2.2.1 (chosen by individual order - available on www.sxtech.eu **virtual “exhibitor booth”** package delivered with chosen online features and online access to virtual platform)
- 2.2.2. virtual space placed on the server owned by the Organizer 2.2.1
- 2.2.3. technical support service,
- 2.2.4 The possibility of placing a customized **virtual “exhibitor booth”** surface as referred to in point. 2.2.1. By extension of virtual space and features available on www.sxtech.eu and the advertising by the Organizer support
- 2.2.5. access to the connection of the virtual infrastructure of the event
- 2.2.6 access to the final report of the traffic and data collected by Exhibitor from **virtual “exhibitor booth”** online activity during the Virtual Conference live stream on the 26th November 2021
- 2.2.7 Access to essential logins data such a dashboard of the **virtual “exhibitor booth”** dedicated to the Exhibitor as unique link

2.3. The Organizer allows Exhibitors to receive Additional Services related to the Virtual Conference, provided that the scope of Additional Services and remuneration payable to the Organizer is previously agreed. To order Additional Services, please contact the Organizer by email (address indicated in Section 1.2.1 of the Regulations).

3. Conclusion of the Agreement with the Organizer

3.1. The Agreement with the Organizer, the subject of which is to use during the Virtual Conference one or more Stands - **virtual “exhibitor booth”** or to allow one or more separately agreed customized terms, the Additional Services, is concluded in electronic form by email, through the Virtual Conference Website.

- 3.2. The condition of conclusion of the Agreement, as referred to in paragraph. 3.1. is:
- 3.3. Choosing by the Exhibitor at least one Stand **virtual “exhibitor booth”**, whereas the selection of Stand or Presentation Exhibitor carries out with the help of the application provided by the Organizer as part of the Virtual Conference Website,
- 3.4. filling out the registration form,
- 3.5. acceptance of the Terms and Conditions of the Virtual Conference Sx Tech 2021.
- 3.6. The Agreement is concluded at the time of acceptance of the Regulations, which completes the Exhibitor’s registration process.

4. Remuneration

- 4.1. Organizers under the Agreement shall be entitled to remuneration in the amount specified in the current price list available on the www.sxtch.eu Website.
- Upon the conclusion of the Agreement the Exhibitor is obliged to pay to the Organizer for services provided by the Organizer under the Agreement, including the Stand **virtual “exhibitor booth”** and Additional Services The remuneration is the sum of the products of the number selected by the Exhibitor Stands **virtual “exhibitor booth”** and their rates specified in current at the date of conclusion of the Contract price list available on www.sxtch.eu Website.
- 4.2. Exhibitor informs that the prices of Stands **virtual “exhibitor booth”** are dependent on tranche pricing, within the scope of which the Exhibitor enters into an Agreement, in accordance with the principle that the later signing of the contract, the higher the price. The price changes do not apply to contracts concluded before the announcement of price list changes on the Virtual Conference Website.
- 4.3. Upon conclusion of the Agreement, the Organizer will send to the Exhibitor's email address provided during registration proforma invoice, whereas after the payment Organizer issues and sends invoice to the email address provided during registration.
- 4.4. The Exhibitor is obliged to make the payment to the account of the Organizer indicated on the proforma invoice within 3 (three) days from the date of conclusion of the Agreement.
- 4.5. In the absence of payment in total on schedule as referred to in paragraph 4.4., the Agreement is terminated with immediate effect, without notice to the Exhibitor, by sending an email to the email address of the Exhibitors provided during registration on the Virtual Conference Website. The Exhibitor is not entitled to any claims in this respect.
- 4.6. The payment date shall be the date of the acceptance of the bank account of the Organiser.
- 4.7. Exhibitor authorizes the Organizer to issue VAT invoices and proforma VAT invoices electronically and transmit them as a file in PDF format, to the email address of the Exhibitor provided during registration on the Virtual Conference Website.
- 4.8. Exhibitors who failed to make timely payment of all remuneration due to the Organizer are entitled to conclude another Agreement with the Organizer, but only within successive tranche pricings. However, if the previous Agreement was concluded in the last tranche pricing the Exhibitor is entitled to its conclusion at the same tranche.

5. Termination of the Agreement.

5.1. Each Exhibitor may, without giving any reason, terminate the Agreement in writing, without notice with a 3 week notice.

5.2 In the event of termination of Agreement by the Exhibitor by 30 June 2021, payment already made shall be settled as follows: the Organizer returns 50% (fifty percent) of the advance payment made, while retaining the remaining 50% (fifty percent) as a fee for making the Exhibitor's profile available on www.sxtech.eu Website.

5.3. In the event of termination of Agreement by the Exhibitor by 30 Jun 2021, the Organizer does not return the payment made, whilst retains 100% (one hundred percent) of the amount paid as a fee for making the Exhibitor's profile available on www.sxtech.eu Website.

5.4. The Organizer reserves the right to cancel the Virtual Conference for reasons beyond its control, especially because of the insufficient number of participants, and also due to reasons of force majeure - Outbreak of an epidemic or pandemic shall be treated as a case of force majeure. The organizer reserves the right to provide new conference dates up to 3 weeks before the change

5.5. Exhibitors will be notified of cancellation of Virtual Conference by an email sent to the address given by the Exhibitor during the registration through the Virtual Conference Website.

5.6. In case of cancellation of the Virtual Conference, the Agreement shall automatically terminate and Exhibitors have a claim for the payment made, in total.

5.7. In case of cancellation of the Virtual Conference the Organizer is not liable for damages towards the Exhibitor.

5.8. The Organizer reserves the right to terminate this Agreement immediately in case according to unfettered evaluation of the Organizer, the activity led by the Exhibitor is not within the framework of the activities referred to in section. 1.2.4. of Regulations. In that case, the Organizer will inform the Exhibitor on termination of the Agreement by sending an email to the address provided by the Exhibitor in relation with registration through the Virtual Conference Website and the Exhibitors have a claim for the payment made in total.

5.9 The Organizer reserves the right to terminate the Agreement within 10 days from the date of its conclusion without giving any reason. The provisions of paragraph 5.8, second sentence shall apply accordingly.

6. Liability of the Organizer

6.1. Subject to the provisions of paragraphs 5.5 to 5.8 the Organizer shall be liable for non-performance or improper performance of the Agreement, only to the amount of the actual damages suffered by the Exhibitor limited to the amount paid by the Exhibitor as a remuneration.

6.2. The Organizer is not liable for lost profits of the Exhibitor.

6.3. The Organizer is not liable for any damage caused to Exhibitors by other Exhibitors or other third parties.

7. The terms of use of the Stand.

7.1. Exhibitor may not use the Stands **virtual “exhibitor booth”** in a manner inconsistent with their purpose, in particular may not: every technical feature jointly within the Stands **virtual “exhibitor booth setup**

or advertising on the media wall with dimensions larger than those laid down for the Stand of a given category.

7.2. In order to arrange the Stands **virtual “exhibitor booth”** Organizer provides the Exhibitor with Stands **virtual “exhibitor booth”** materials by September 13th from 10:00 AM and on the day of the event at 2 (two) hours before the time of commencement of the Virtual Conference on 26th November from 7 AM.

7.3. The Exhibitor cannot proceed with the additional materials changes of the Stand **virtual “exhibitor booth”** before during the event day 26th November after 7 AM

7.4. Exhibitors may use any number Stands **virtual “exhibitor booth”**

7.5. The Exhibitor can use only one Stand **virtual “exhibitor booth”** to promote a product (good or service), whereas by promotion should be understood presenting an offer of a product or service; by a single product or service must be understood a group of products or services offered by the Exhibitor under one brand (trademark which constitutes a distinctive sign).

7.6. Upon completion of the Virtual Conference the Exhibitor shall remove (log out the dashboard) from the Stands **virtual “exhibitor booth setup** and Pavilion **virtual “exhibitor booth setup**, on the day of the Virtual Conference, until 22:59 PM, all the virtual materials installed to the Pavilion **virtual “exhibitor booth”** by him or persons authorized by him will be deactivated by Organizer after 22:59 PM.

7.7. The final rapport of the data and traffic collectd by Exhibitor during the Virtual Conference will be transferred to the Exhibitor upon 30 working days after the Virtual Conference .

7.8. Subject to the provisions of point. 8, any activity of Exhibitors within the Virtual Conference, and in particular the promotional and marketing should take place only at the Stand of the Exhibitor **virtual “exhibitor booth setup**,

Any activity for promotion and marketing outside such a general **chat box feature** the Exhibitor’s Stand is only possible on the basis of a separate agreement with the Organizer, concluded in writing, under pain of nullity.

8. Contractual Penalties

8.1. In the event of a breach by the Exhibitor of the provisions of paragraphs. 7.1. Exhibitor pays to the Organizer, on first call, a contractual penalty of 50% of the payment mentioned in paragraph 4.1 of the Regulations, for each act of breach.

8.2. In the event of a breach by the Exhibitor of the provisions of paragraphs. 7.3. Exhibitor pays to the Organizer, on first call, a contractual penalty of 25% of the payment mentioned in paragraph 4.1 of the Regulations, for each act of breach.

8.3. In the event of a breach by the Exhibitor of the provisions of paragraphs. 7.5. Exhibitor pays to the Organizer, on first call, a contractual penalty of 25% of the payment mentioned in paragraph 4.1 of the Regulations, for each act of breach.

8.4. In the event of a breach by the Exhibitor of the provisions of paragraphs. 7.6. Exhibitor pays to the Organizer, on first call, a contractual penalty of 50% of the payment mentioned in paragraph 4.1 of the Regulations, for each act of breach.

8.5. In the event of a breach by the Exhibitor of the provisions of paragraphs. 7.8. Exhibitor pays to the Organizer, on first call, a contractual penalty of 50% of the payment mentioned in paragraph 4.1 of the Regulations, for each act of breach.

8.6. The Organizer reserves the right to seek damages in the amount exceeding the amount of contractual penalties.

9. Exhibitor's profile within the Virtual Catalogue of Exhibitors

9.1. The Organizer, as part of remuneration as referred to in point. 4, provides Exhibitors within the Virtual Conference Website Exhibitor's profile available for users of the website.

9.2. The Exhibitor undertakes to complete the profile with all the information required by the Organizer, in particular, submit a logo to the profile, information about its business, as well as prepare and put in the profile the information on the special offer for Visitors.

9.3. The Organizer reserves the right not to make the Exhibitor's profile available to the users of Virtual Conference Website if the Exhibitor fails to perform any of the duties set out in point.

9.4. The data submitted by the Exhibitor as part of the profile, ie. The name, logo and description of the activities will be presented by the Organizer in the Virtual Catalogue of Exhibitors accessible on the Virtual Conference Website.

9.5. Exhibitor upon the conclusion of the Agreement grants the Organizer free, territorially unlimited license for the period from the date of conclusion of the Agreement until 26th November 2021 to use the materials placed within Exhibitor's profile to promote Virtual Conference, including its further editions, the media, in particular in the press, radio, television, within the Virtual Conference Website, in transmissions directed to the general Internet users by any means of communication within the network, in email messages, as well as to promote the activities of the Organizer within the scope described above.

9.6. Exhibitor's profile will be removed from the Virtual Catalogue of Exhibitors immediately after termination of the Agreement.

10. The activities of third parties

10.1. The Virtual Conference Organizer is the sole administrator of the Pavilion **virtual exhibitor booth** and grants access to its area only to Exhibitors and their authorized representatives, Visitors and Organizer's own employees and associates.

10.2. Login into the Pavilion **virtual exhibitor booth** during the Virtual Conference of persons other than Exhibitors, their authorized representatives, Visitors and employees or associates of the Organizer is prohibited.

10.3. Subject to paragraph 7.8, running at the time of the Virtual Conference in the Pavilion **virtual "exhibitor booth** of any business, promotional information, including sale or provision of services for Exhibitors or Visitors, paid or unpaid, requires the prior written under pain of nullity consent of the Organizer.

10.4. Taking pictures and recording video at the Pavilion **virtual exhibitor booth** during the Virtual Conference requires the prior written under pain of nullity consent of the Organizer.

11. Jurisdiction

Any disputes between Exhibitors and Organizer will be solved amicably, and if there is no agreement between them, the dispute will be settled by court of law competent *ratione loci* for the Organizer.

12. Governing law

The governing law shall be the Law of Germany.

13. Entry into force and amendments to the Regulations.

13.1. Regulations come into force on 15th March 2021.

13.2. The Organizer reserves the right to change the Regulations, whereas the revised Regulations will apply to contracts concluded before the entry into force of the amendments only in case the Exhibitor agrees to that.

13.3. Amendments to the Regulations come into force on the date of their publication on the Virtual Conference Website.