

APPLICATION

| WE HEREBY APPLY FOR



International Exhibition and Conference for the Solar Industry

Please complete the application in full using block capitals, place crosses in the applicable boxes, add your legally binding signature and send the document to Solar Promotion International GmbH by email, fax or post. Please note that only applications, which have been completed in full and signed, will be processed.

1 Exhibiting Company Information

The exhibitor indicated in this form is the service recipient and shall determine the VAT liabilities. Invoiced services shall be taxed to the indicated exhibitor even if the billing address differs. The contact who enters the personal data of other attendees/participants is solely responsible for ensuring that there is a sufficient legal basis to do so in accordance with Article 6 GDPR and therefore that they have the permission of the relevant parties to enter said data.

a) Exhibitor

Company _____

Address _____

Zip code _____ City/State _____

Country _____

Tel. (main) _____

Website _____ Email (main) _____

A. Managing director/owner ☐ Ms. ☐ Mr. ☐ Mx. First name _____ Surname _____

Email _____

B. Marketing manager ☐ Ms. ☐ Mr. ☐ Mx. First name _____ Surname _____

Email _____

C. PR manager ☐ Ms. ☐ Mr. ☐ Mx. First name _____ Surname _____

Email _____

VAT ID no. (European Companies Only) _____

Once the exhibitor's application is accepted by the organizers, the exhibitor (with the details entered above) shall become a contracting party for the purposes of participating in the exhibition. The exhibitor's company name/website shall be added to the exhibitor online list.

b) Contact/address for correspondence as stated under 1a) A. ☐ B. ☐ C. ☐

Company _____

Address _____

Zip code _____ City/State _____

Country _____

Tel. (main) _____

Website _____

Contact ☐ Ms. ☐ Mr. ☐ Mx. First name _____ Surname _____

Email _____

Position held in the company _____

Tel. (extension) _____

Please note: The exhibitor authorizes the contact named here to make and receive all statements relating to Intersolar Mexico 2023 (e.g. booth placement, emails containing exhibitor information, ordering of exhibitor badges and advertising documents, etc.). The exhibitor is responsible for informing the organizers of Intersolar Mexico 2023 of any changes to the contact in writing. The organizers of Intersolar Mexico 2023 cannot be held liable under any circumstances for any errors resulting from the contracting party failing to communicate any changes or failing to do so promptly.

The majority of correspondence relating to Intersolar Mexico 2023 shall be sent to the email address of the contact named above.

c) Billing address
as stated under 1a) ☐

Company _____

Address _____

Zip code _____ City/State _____

Country _____

Tel. (main) _____ Website _____

Invoice via email to

Please address the invoice to ☐ Ms. ☐ Mr. ☐ Mx. First name _____ Surname _____

The exhibitor named under 1a) shall remain the contracting party for the purposes of participating in Intersolar Mexico 2023. If the case arises, the exhibitor shall be liable for all payment requests alongside the recipient of the invoices. It is only possible to subsequently amend the billing address by notifying the organizers of such a change in writing before the invoice has been issued. After the invoice has been issued, changes shall incur a processing fee of \$175 per amendment and per invoice.

2 Preferred booth type and size

We shall make every effort to take your preferred booth type and size into account when allocating the booths. However, we cannot guarantee that your wishes will be met. The organizers are under no obligation to allocate a specific type of booth or a specific booth location. The booth size requested here is binding for the exhibitor; the cancellation policy applies in the event of any subsequent requests for a smaller booth.

Hall¹

- ☐ 1 side open (row booth) ☐ 2 sides open (corner booth)
☐ 3 sides open (peninsula booth) ☐ 4 sides open (island booth)

x =
 Front m Depth m Booth size sqm

Comments

¹ Please see below for the rental prices and page 8 for the cancellation policy. Information about booth construction services can be found on page 4 of this form.

Booth assignment

Booth assignment shall take place once all the exhibitor's details and wishes have been thoroughly checked. The actual booth location assigned may differ from the wishes stated in this form as a result of the overall demand of all exhibitors and the actual implementation options available on site. Any such discrepancies shall not entitle the exhibitor to cancel their booking.

Venue

Centro Citibanamex
 Lomas de Sotelo
 Hipódromo de las Américas
 Av. del Conscripto 311
 11200 Ciudad de México, CDMX, Mexico

Rental rates and costs

Booths are sold in no less than 9 sqm increments unless specified.
 All prices are net and are subject to 16% administration fee.

Please mark	Rate ¹	Re-Booking ²	Member Rate ³	Regular ⁴
Raw Space (available from 18 sqm)	\$410/sqm \$7,380/18 sqm	\$432/sqm \$7,776/18 sqm	\$455/sqm \$8,190/18 sqm	
Package Price (Full Package)	\$459/sqm \$4,131/9 sqm	\$485/sqm \$4,365/9 sqm	\$510/sqm \$4,590/9 sqm	

¹ Please check page 4 for more details about Raw Space and Full Package.

² Re-Booking: Exhibitors onsite or for bookings until September 30, 2022.

³ Member: After September 30, 2022: Companies qualify for the member rate if the company applied for the membership program and an Intersolar, ees, Power2Drive or EM-Power exhibition within the past 12 months of application submission. Please be aware: A retroactive discount is not possible.

⁴ Non-Member: All companies that apply after September 30, 2022

The minimum booth size is 9 sqm for Full Space. Raw Space is available from 18 sqm.

The price calculation for the previous year's exhibitors is contingent on their adherence to the terms of payment. This price shall no longer be valid if a delay in payment arises according to the terms of payment. Once the first warning notice has been issued, the regular booth rental price or member's price is to be paid.

Hours

The hours of Intersolar Mexico 2022 are as follows:

September 5, 2023, 12:00pm–7:00pm

September 6, 2023, 12:00pm–7:00pm

September 7, 2023, 12:00pm–7:00pm

The exhibitor is obliged to keep the exhibition booth sufficiently staffed throughout the hours of the event. In the event of the exhibitor failing to observe this condition, the organizers shall impose a contractual penalty amounting to 25% of the booked booth space, but not less than €500 and may prohibit the exhibitor from participating in future events.

Pavilion – Package includes the services with referring price listed in the dedicated fact sheet.

☐ Pavilion Participation

Please specify:

3 The company's range of products/services and planned exhibits and topics

This information shall only be used by the organizers for internal purposes and for allocating your booth space. It shall not be published.

Our company is a: ☐ Manufacturer ☐ Supplier ☐ Distributor ☐ Service provider ☐ Project developer/EPC ☐ Researcher

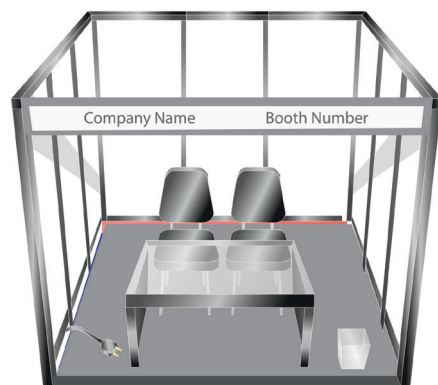
Acceptance of the exhibitor's application, exhibits

The organizers shall decide at their own dutiful discretion whether to accept the exhibitor's application. They are entitled to turn down applications on the basis of the space available at the event and the purpose and structure of the event as determined by them. The exhibitor is obliged to use this form to provide the organizers with sufficient information about the company and the topics and products to be presented by it. The exhibitor's application to participate in the event shall be accepted on the basis of this information. If the exhibitor is planning to use its booth to present multiple topics and products, it must state the percentage share of its exhibit dedicated to each of the individual topics and products. Only topics and products disclosed in this application and approved may be presented at the exhibition. If the planned or actual presentation at the event does not match the details provided in advance and if the exhibitor does not adapt its presentation to be in line with the details given in the application within a reasonable period of time as specified by the organizers, the organizers may prohibit the exhibitor from taking part and remove any materials and exhibits at the exhibitor's expense. In the event of the exhibitor being at fault, the organizers reserve the right to impose a contractual penalty amounting to 25% of the booked booth space and to prohibit the exhibitor from participating in future events. Any further claims made by the organizers shall remain unaffected by this.

4 Booth space options

Full space including:

- Back and lateral walls 1-meter-wide by 2.44 m high, 6 mm thick in white Kenglo on aluminum frame
- A header signs 30 cm wide and 3 m long, per 9 sqm (includes the company name and booth number)



- A single-phase, double electrical outlet (one per 9 sqm) – 1,000 watts 120V 60 cycles
- Table and chairs
- 1 waste basket slim lights carpet
- General decoration and illumination of the exhibition
- 24 hours perimeter security service
- Cleaning service for aisles and common areas
- Listing in the Exhibitor Directory
- Exhibitor badges (five badges for the first 9 sqm and two more for each extra 9 sqm)
- Advertising and promotion campaign

Raw space including:

- General decoration and illumination of the exhibition
- 24 hours perimeter security service
- Cleaning service for aisles and common areas
- Listing in the Exhibitor Directory
- Exhibitor badges (seven badges for the first 18 sqm and two more for each extra 9 sqm)
- Advertising and promotion campaign

5 Sponsorships and marketing opportunities: Set the stage for your brand!

Brand familiarity and brand confidence are an important basis for purchasing decisions. Present your company to the international solar industry – give your brand exposure through one of the various Intersolar Mexico 2023 partnerships and customize your exhibition participation. Using marketing services and advertising materials is a valuable way of drawing added attention to your company, your company's booth location and the innovative products and services you will be showcasing. For the 2023 edition we will offer exhibition or conference partnership packages as well as exclusive partnerships like lanyard, badge or registration counter and more. Offers for 2023 will be available soon.

- ☐ We would like to receive further information on the Sponsorship and Marketing Opportunities for Intersolar Mexico 2023

Contact:

Ms. Kristin Merz
Tel: +49 7231 58598-299
exhibitorservice@intersolar.mx

6 We will exhibit products and services from the following product categories (please mark up to five categories):

Additional categories will be charged at US\$50 each.

Photovoltaics

Solar cells and modules

- ☐ Solar cells
- ☐ Crystalline modules
- ☐ Thin-film modules

Balance of systems

- ☐ Inverters
- ☐ PV monitoring, measuring and control technologies
- ☐ Building integrated solutions (BIPV)
- ☐ Stand-alone systems, off-grid systems
- ☐ Small solar devices
- ☐ ICT, PV software

- ☐ PV components (cables, connectors, junction boxes, etc.)

- ☐ Mounting systems, installation aids

- ☐ Tracking systems

Production technologies

- ☐ Automation technology
- ☐ Monitoring and measuring technology
- ☐ Materials and components
- ☐ Manufacturing equipment for ingots, wafers, raw material polysilicon, UMG, etc.
- ☐ Manufacturing equipment for solar cells, modules, thin films

Solar thermal technologies

- ☐ Collectors, swimming pool absorbers
- ☐ Building integrated solutions (Facades, etc.)
- ☐ Process heat
- ☐ Air conditioning and cooling
- ☐ Manufacturing machinery and equipment

Solar power plants

- ☐ PV systems for residential buildings
- ☐ Roof-mounted PV systems for commercial and industrial applications
- ☐ Free-standing PV installations
- ☐ Operation and maintenance of solar power installations (O&M)
- ☐ Solar thermal power plants
- ☐ EPC contracting/project development for solar power plants

- ☐ Energy storage technologies

- ☐ Energy storage system components and equipment

- ☐ Battery production technologies/machine and plant construction

- ☐ Energy storage systems

- ☐ Smart grids and integration of renewable energies

- ☐ Smart renewable energy

- ☐ Commercial and industrial energy services

OVERARCHING PRODUCT CATEGORIES

- ☐ Engineering and design
- ☐ Consulting
- ☐ Research and development
- ☐ Test institutes
- ☐ Certification
- ☐ State initiatives and public authorities
- ☐ Trade media, publishing
- ☐ Education and further training, training courses
- ☐ Financial services, subsidies, insurances
- ☐ Associations/societies
- ☐ Other renewable energies (Hydro etc.)

7 Please sign and return by fax to +49 7231 58598-28 or by email to info@intersolar.mx

Contracting party and organizers

Party contracting with the exhibitor for the purpose of the exhibition space rental: Freiburg Management and Marketing International GmbH, Neuer Messplatz 3, 79108 Freiburg, Germany, VAT ID no: DE 259633972.

The organizers are entitled to transfer all rights and obligations arising from this application to one or more third parties specified by the organizers. By sending this application, the exhibitor expressly accepts the Stipulations/Terms and Conditions.

I hereby apply for booth space for Intersolar Mexico. I agree to abide the Exhibitor Rules and Regulations. I have read, agree to and will abide by all Intersolar Mexico Stipulations/Terms and Conditions as stated on the following pages of this application.

I have read and agree to the Data Processing Policy. I hereby confirm that I have brought the Data Processing Policy to the attention of all relevant persons in my company, including but not limited to the managing director, the marketing manager, the PR manager, and the contact person.

Only applications which have been completed in full and signed by hand can be processed.

Important: If this application is being completed electronically, it must be digitally signed. If your computer does not support this feature, please print the application, sign it and send it in via fax or email. No space will be assigned without a signed application.

Place, date

Company seal of the exhibitor, legally binding signature on behalf of the exhibitor

Name/position of the undersigned at the exhibiting company in block capitals

Organizers

Solar Promotion
International GmbH
Kiehnlestrasse 16
75172 Pforzheim, Germany
Tel.: +49 7231 58598-0
Fax: +49 7231 58598-28
info@intersolar.mx
→ www.intersolar.mx



Freiburg Management and
Marketing International GmbH
Neuer Messplatz 3
79108 Freiburg i. Br., Germany
Tel.: +49 761 3881-3800
Fax: +49 761 3881-1399
intersolar_mx@fwtm.de
→ www.messe.freiburg.de



Co-Organizer

Tarsus México
Av. Insurgentes Sur 664, floor 4
Col. del Valle 03100 Mexico City
Tel.: +52 55 1087-1650
→ www.tarsus.mx



Registered at the Local Court of Mannheim
under HRB703599
Management: Markus Elsässer and Dr. Florian Wessendorf

Registered at the Registration Court of Freiburg
under HRB 702223
Management: Hanna Böhme and Daniel Strowitzki

The organizers are entitled to assign all rights and obligations arising out of the present application to any third party nominated by the organizers.
Please read the following pages for Stipulations/Terms and Conditions concerning Intersolar Mexico.

STIPULATIONS/TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF PARTICIPATION

I Booth Space Assignment; Conclusion of Contract; General Payment Requirements

- Freiburg Management und Marketing International GmbH ("FMMI") and Solar Promotion International GmbH ("SPI"), jointly "the Organizers", have more than 30 years of experience in organizing Intersolar exhibitions.
- With its application the applying company ("Exhibitor") makes a binding offer to conclude a contract on booth space at Intersolar Mexico. A binding contract ("Contract") between the applying company ("Exhibitor") and FMMI shall only come into existence upon the acceptance of the application by FMMI. This gives the exhibitor the right to use a subsequently allocated booth space at the time of the exhibition within the scope of the law, public safety considerations and the right to participate in the exhibition. For the protection of event participants, additional requirements such as pandemic-related hygiene measures, distancing rules etc. may be imposed on the exhibitors at a later point in time. Such requirements must not, however, exceed what is perceived to be reasonable for the exhibitor unless they are imposed on the basis of an official order. The exhibitor shall have no claim to a specific type of exhibition booth or a specific location. When assigning the exhibition booths, FMMI shall make every effort to take the exhibitor's wishes into account. Certain exhibits may not be approved, and admission may be made subject to certain conditions. Provisos, conditions and special requests stipulated by the exhibitor (e.g. in terms of the location of the booth, the exclusion of competitors, and the booth structure and design) shall only be binding if this was expressly confirmed when the application was accepted. The Exhibitor will be notified of the acceptance of the Contract by the Organizers within two weeks after receipt of the application.
- General payment requirements for Exhibitors:
The invoice will be sent to the Exhibitor immediately upon receipt of the application. Payment is due directly upon receipt of the invoice. FMMI accepts a binding payment by Bank Transfer or by check. All checks must be issued in USD, use the daily exchange rate for your conversion. This invoice confirms the exact booth size and is due for payment immediately within 14 days after receipt of the invoice. The invoiced amount shall be based on the size and booth type specified in the application. It is only possible to subsequently amend the billing address by notifying the organizers of such a change in writing before the invoice has been issued. After the invoice has been issued, changes shall incur a processing fee of \$175 per amendment and per invoice. In order to occupy exhibition space, the exhibitor must pay the booth rental fee (and any fee for the admission of co-exhibitors). If the exhibitor has fallen behind with its payments and fails to meet its payment obligations even after FMMI has given it a five-day extension, FMMI may choose to withdraw from the contract or assign the exhibitor a different booth location with the same type and size of booth. FMMI is entitled to assert its statutory landlord's lien in order to secure the payment of obligations arising from the rental agreement. If the exhibitor does not meet its payment obligations, FMMI may retain the exhibited items and booth equipment and sell them by public auction or in the open market at the expense of the exhibitor. To the extent permitted by law, the statutory regulations regarding the sale of securities shall be waived. The exhibitor must keep FMMI informed at all times about the ownership status of objects to be or being exhibited. FMMI shall not accept any liability for damage to retained exhibition goods and booth equipment, unless it was caused as a result of FMMI acting with intent or gross negligence. If the exhibitor has ordered services from FMMI, FMMI may refuse to provide services which have not yet been paid for until the exhibitor meets its financial obligations towards FMMI, in particular those arising from previous events. Applications from companies with delinquent balances due to any The smarter E event will not be processed without payment of the outstanding balance. If your booth fee account is delinquent, the Organizers reserve the right to release the space for re-assignment. Applications will not be considered by companies who have an outstanding balance due to the Organizers. Should the requested space be previously assigned or the floor layout change, the Organizers will endeavor to provide suitable alternate space.
- The Exhibitor's ultimate placement by the Organizers must be considered final. The Organizers reserve the right to relocate an Exhibitor at any time, for any reason, for the overall good of the exhibition. The Organizers are not obligated to reimburse the Exhibitor for any costs stemming from relocation.

II Exhibition Rules and Regulations; Representation

- The Exhibitor agrees that the Exhibition Rules and Regulations of Intersolar Mexico sent with the Exhibitor's booth confirmation as well as defined in the Exhibitor Manual are made a part of the Contract and agrees to be bound by them. The Exhibitor further agrees that the Organizers have the full power to interpret and enforce these rules and regulations in the best interest of Intersolar Mexico.

- The signer of the application for booth space or his designee shall be the official representative of the Exhibitor and shall have the authority to certify representatives and act on behalf of the Exhibitor in all negotiations.

III Use of Space

The Exhibitor may not assign, sublet or re-sell, in whole or in part, the contracted space. The contracted Exhibitor ("Main Exhibitor") may share this space with an affiliated company ("Co Exhibitor") providing Co-Exhibitors comply with these Terms and Conditions and the Exhibition Rules and Regulations sent with the Exhibitor's booth confirmation; however, the contracting Exhibitor shall continue to be primarily liable for all financial and performance covenants. The Main Exhibitor must have the prominent identification in its entire contracted booth space. Contracted space must appear as one unified booth.

IV Exhibitor badges

The exhibitor shall be given an appropriate number of exhibitor badges free of charge for use during the exhibition in which it is participating. Exhibitor badges shall be issued once the booth rental fee and fee for the admission of any co-exhibitors have been paid and must be ordered by the exhibitor itself. Exhibitor badges are nontransferable and must not be given to third parties, e.g. to people or companies wishing to sell goods or provide services on the exhibition grounds without the authorization of the organizers. Exhibitor badges and additional services provided by Intersolar Mexico and the individual events may be booked via the online Exhibitor Service Manual. The required access data shall be sent to the contact named under 1 b) on the application.

V Allocation and use of the booth

- Booth assignment and floor plan**
FMMI may also make subsequent changes to the allocation of space, in particular to the exhibition space allocated to the exhibitor in terms of location, dimensions and size, if doing so is necessary for safety reasons, for reasons of public order – for instance on account of additional pandemic-related requirements – or because the exhibition in question is oversubscribed and additional exhibitors have to be admitted to the exhibition, or because changes to the allocation of space are needed in order for the areas and rooms required for the exhibition to be used more efficiently. Such subsequent changes must not, however, exceed an extent perceived to be reasonable for the exhibitor. If the subsequent changes result in a reduced booth rental fee, the difference must be reimbursed to the exhibitor.
The exhibitor shall not be entitled to make any further claims against FMMI. If the location, dimensions or size of the exhibition space rented by the exhibitor is subsequently amended by an extent no longer perceived to be reasonable for the exhibitor, the exhibitor may withdraw from the contract within one week of receiving written notification by FMMI or Solar Promotion International GmbH (on behalf of FMMI). FMMI is entitled to change the allocation of the other booths, in particular the neighboring booths, amend the location of the entrances and exits to the exhibition grounds and halls, and make any other reasonable changes. Claims may not be made against FMMI as a result of any such changes.
- Booth design, two-story booths**
The exhibitor is responsible for fitting out its booth. When designing the exhibition booths, booth perimeter walls to neighboring booths and floor coverings are mandatory. Please check the Exhibition Rules and Regulation
- Staffing, setting up and dismantling the booths**
Throughout the exhibition and during the predefined hours, all booths must be properly fitted out and staffed with specialized personnel. The exhibitor is not permitted to remove exhibited goods and dismantle its booth before the end of the exhibition: if this regulation is violated or the exhibitor does not attend, FMMI shall be entitled to impose a contractual penalty on the exhibitor of 25% of the booth rental fee, but not less than \$500. FMMI may exclude the exhibitor from participating in future The smarter E events if the exhibitor does not keep its booth staffed during the daily exhibition hours, exhibits a range of products or services not approved of by the organizers, leaves its booth early or breaches the general terms and conditions of participation in any other way. The right to terminate this contract for extraordinary circumstances and the right to seek compensation for any resulting damages caused to FMMI shall remain unaffected by this.

VI Co-exhibitors and shared booths

The exhibitor is not permitted to sublet the booth assigned to it in full or in part or to swap it or give it to third parties in any other way. If the exhibitor wishes to share the booth with a co-exhibitor, it must request this using the applicable form available at → www.intersolar.mx. Co-exhibitors are defined as exhibitors that share a booth with the main exhibitor

STIPULATIONS/TERMS AND CONDITIONS

(main lessee) but have their own staff, products and services. Co-exhibitors also include consolidated companies and subsidiaries. If the request to share the booth with a co-exhibitor is approved, a co-exhibitor fee of \$250 shall be charged, plus additional mandatory fees. The organizer is entitled to withdraw its approval of co-exhibition for good cause. Good cause exists in particular if the main exhibitor withdraws from its contract with the organizer or does not participate in the exhibition or event for other reasons. If a main exhibitor accepts a co-exhibitor without prior approval from the organizers, the organizers shall be entitled at their own discretion to demand the immediate removal of the unapproved co-exhibitor, or to terminate their contract with the main exhibitor without prior notice after having issued a warning to no effect and to have the booth cleared at the main exhibitor's expense. The exhibitor shall remain obliged to pay the agreed booth rental fee in full. However, the organizer may also allow a previously unapproved co-exhibitor to participate on the day of the event. In this case, the co-exhibitor fee will be raised to \$450. Additional services and services for co-exhibitors may only be booked by the main exhibitor and invoices for such services shall only be issued to the main exhibitor. No contract shall be concluded between FMMI and the co-exhibitor. The main exhibitor is responsible for informing its co-exhibitors in good time about the relevant booking options. The exhibitor must ensure that its co-exhibitors and the additional companies it represents observe the Terms of Participation, the Rules and Regulations and the instructions issued by the exhibition management. The exhibitor shall be held liable for any culpable acts committed by its co-exhibitors and additionally represented companies to the same extent that it is held liable for its own culpable acts. It is not possible for multiple exhibitors to jointly rent a shared booth.

VII Notification of defects

The exhibitor must make any complaints concerning any defects to the booth or exhibition space to FMMI in writing immediately after taking possession of the booth and no later than the final set-up day, so that FMMI can rectify these defects. Any complaints made after this date shall not be considered and shall not entitle any claims to be asserted against FMMI.

VIII Withdrawal from/Cancellation of Agreement

- Registration shall be binding. Withdrawal by the Exhibitor shall only be admissible for the reasons provided for by law. If no such reason exists, FMMI shall be entitled, but not obliged, to cancel the Exhibitor's registration at the Exhibitor's request. FMMI shall be entitled to make its agreement to the cancellation conditional on it being able to lease the booth to another party. In this case, FMMI shall not be entitled to booth rental from the cancelling Exhibitor. If it is impossible to rent the booth to another party, FMMI shall be entitled to move another exhibitor to the unoccupied booth or to fill the booth in another way in the interest of the overall appearance. In this case, FMMI shall be entitled to demand the full booth rental from the Exhibitor.
- FMMI shall be entitled to demand lump sum compensation ("Cancellation Fee") from the Exhibitor. The amount of the Cancellation Fee depends on when FMMI receives the Exhibitor's (written) notification to withdraw from its binding registration or the Contract concluded:
- Amount of the Cancellation Fee in % depending on the date of receipt of the cancellation:**
Cancellation prior to 180 days before the opening of the Intersolar Mexico: 50% of the total booked booth rental fee
Cancellation within 180 days before the opening of the Intersolar Mexico: 100% of the total booked booth rental fee
- If the Exhibitor demonstrates that FMMI has suffered no loss or only a loss which is less than the Cancellation Fee, it shall only be obliged to pay a correspondingly reduced compensation. The Exhibitor shall bear any costs incurred as a result of its instructions contained in orders already placed. Any costs for decoration or filling the unoccupied booth shall be for the Exhibitor's account. FMMI shall be entitled to withdraw from the Contract if the Exhibitor infringes a material obligation with regard to the rights, legal interests and interests of FMMI under the Contract and it is accordingly no longer reasonable for FMMI to adhere to the Contract. In such a case, FMMI shall be entitled not only to withdraw from the Contract, but also to demand payment of the agreed booth rental from the Exhibitor as flat-rate compensation. The right of FMMI to claim further damages remains unaffected. The Exhibitor can demand that the flat-rate compensation be reduced if the Exhibitor proves that the loss or damage incurred by FMMI is less than this amount.
- Exhibitors that cancel completely from the exhibition (regardless of liquidated damages being paid) will not have priority for space the following year. The Organizers must receive a written request to be placed on the wait list to exhibit. The Organizers reserve the right to reassign cancelled booth space, regardless of the liquidated damage company being paid. Subsequent reassignment of cancelled space does not relieve the cancelling Exhibitor of the obligation to pay the fees. All booths must be ready for the exhibition by 6:00am on September 5, 2022. Failure to do so will be considered a cancellation, unless the Organizers have been notified and have approved otherwise.

IX Cancellation or Change of Booth

Should the Organizers be unable to hold the exhibition for any cause beyond its reasonable control, or if the Organizers are unable to permit the Exhibitor to occupy its space due to causes beyond the Organizers' reasonable control, the Organizers have the right to cancel the booth with no further liability than a refund of the booth space rental less a proportionate share of the exhibition expenses incurred by the Organizers. The Organizers shall in no event be liable for incidental or consequential damages to the Exhibitor arising from or relating to such cancellation. Should the Exhibitor's display and/or materials fail to arrive, the Exhibitor is nevertheless responsible for the rental of its booth space.

X Liability

- The Organizers and Co-Organizers shall be liable without limitation in accordance with the statutory provisions for (i) injury to life, (ii) physical injury or (iii) damage to health, (iv) claims based on the Product Liability Act, (v) claims based on a quality guarantee, and (vi) damages caused intentionally.
- Unless The Organizers and Co-Organizers have unlimited liability pursuant to Clause 1, they shall be liable for damages caused by their legal representatives or executive employees as their vicarious agents, and
 - if and to the extent the damages result from their gross negligence: only for compensation of contract-typical, foreseeable damage, the occurrence of which could have been expected,
 - if and to the extent the damages result from their slight negligence: only if essential contractual obligations are breached and then only for compensation of the contract-typical, foreseeable damage, the occurrence of which could have been expected.
- In all other respects The Organizers' and Co-Organizers' liability is excluded.
- Essential contractual obligations are those whose fulfilment enables the proper execution of the contract at all and on whose observance the contractual partner regularly relies and may rely.
- If liability is limited to the foreseeable contract-typical damage, The Organizers' and Co-Organizers' liability per damage event for material damage and financial loss shall be limited to \$50,000.
- The Organizers and Co-Organizers shall not be liable for damages or injury to persons or property from any cause whatsoever by reason of occupancy of booth space by the Exhibitor, its employees or representatives. Further, the Exhibitor indemnifies, and holds harmless the Organizers and each of their officers, directors, employees, and agents from all liabilities that might result from any cause whatsoever with respect to the exhibition including, without limitation, theft or other loss from the booth. The Exhibitor agrees to pay promptly for any and all damage to the exhibition venue or its equipment, incurred through carelessness or otherwise, caused by the Exhibitor, its employees, agents, or representatives. The Organizers will provide general security at all times, but the Organizers and Co-Organizer shall in no event be liable for any loss or damages whatsoever due to any lack or failure of such security. The Exhibitor assumes full responsibility for any loss of equipment and/or display material, resulting from theft, or any other cause whatsoever.

XI Compliance with Rules

The Exhibitor assumes all responsibility for compliance with pertinent ordinances, regulations, and codes of duly authorized local, state, and federal government bodies concerning fire, safety, and health, together with the Rules and Regulations sent with the Exhibitor's booth confirmation and also contained in the Exhibitor Services Manual. All aisles and service areas must be kept clear, with boundaries set by the Fire Department and the Organizers. If the Exhibitor commissions a third party to set up and dismantle the booth ("Exhibitor Appointed Contractor"), the Organizers must be notified in writing within thirty days (30) prior to the set up of the booth. The Exhibitor Appointed Contractor must submit to the Organizers a valid public liability and property damage insurance policy within thirty days (30) prior to the exhibition set-up.

XII Advertising activities run by the Organizers

By participating in the exhibition, the exhibitor agrees to allow photos of its exhibition booth or exhibits on display, including any brands and other company labels found on such items, taken by or on behalf of the organizers to be used by Intersolar Mexico events for advertising and communication purposes. The organizers of Intersolar Mexico – FMMI and Solar Promotion International GmbH – may, individually, use the name and company logo of the exhibitor in any given format (brochures, Exhibition Guide, advertisements, posters, website, etc.) for the purposes of advertising campaigns aimed at visitors and exhibitors for Intersolar Mexico events. The exhibitor shall provide an electronic file containing its logotype and logo for this purpose.

STIPULATIONS/TERMS AND CONDITIONS

XIII Photographs, films, video recordings and sketches

Only persons duly authorized by FMMI and issued with a valid permit by FMMI may film, photograph, produce video recordings and make sketches inside the exhibition halls. The exhibitor must not take photographs or produce other recordings of booths belonging to other exhibitors under any circumstances. In the event of this provision being breached, FMMI may demand that the recorded material be surrendered and can take legal steps to achieve this. Also, if it is verified that images of the event have been misused by the exhibitor, the exhibitor will be held liable to pay indemnity on that misuse to FMMI. FMMI may arrange to have photographs, sketches, film and video recordings taken and made of the exhibition, the booths and exhibition goods, and may use these for advertising purposes or general press publications.

XIV Rights of third parties

1. Online publications produced by the exhibitor

FMMI may give the exhibitor permission to make information available to visitors on the web pages of Intersolar Mexico events. In particular, this may include information about company profile, job offers, products and employee profiles (hereinafter referred to collectively as "digital corporate presence"). The exhibitor shall bear sole responsibility for this information in accordance with general legislation. Before publishing this information, the exhibitor shall ensure that it has all the rights needed to do so (right to make the information available to the public) and that the published information complies with the principles of competition law and does not violate the rights of third parties. The right of access granted is non-transferable and must be protected against loss, unauthorized access and unauthorized disclosure in accordance with the state of the art. The exhibitor shall inform FMMI immediately if it becomes aware that the information has been lost or accessed by or disclosed to any unauthorized parties. FMMI is generally not obliged to check the exhibitor information before making it available to visitors. If the rights of third parties are violated as a result of or in connection with the exhibitor information and if (a) FMMI is informed of this legal violation by third parties or (b) third parties make claims against FMMI as a result of such a violation, FMMI shall inform the exhibitor of this immediately after receiving notification of the legal violation or of the claim from the third party. The exhibitor shall adapt the exhibitor information immediately so that it no longer violates the rights of third parties or shall provide the exhibitor information in another form which does not violate the law. Until such amendments are made, FMMI may temporarily take down the exhibitor information concerned.

2. Conduct towards other exhibitors

FMMI expects the exhibitor to respect the industrial property rights of the other exhibitors. If it is proven to FMMI by a court ruling that the exhibitor has violated the industrial property rights of another exhibitor by means of its published exhibitor information (Fig. XIV.1), exhibits, printed publications, advertising or in any other way, FMMI may – but is not obliged to – temporarily or permanently remove and, if applicable, take into safekeeping until the end of the exhibition the exhibition goods, exhibitor information, printed publications and promotional material violating the industrial property rights, close the infringing party's booth and/or expel the infringing party and its personnel from the exhibition grounds. FMMI shall also be entitled to exclude the infringing party from future exhibitions. If such measures are proven to be unjustified, no claims for compensation may be asserted against FMMI, unless FMMI is found to have acted with gross negligence or intent.

3. Indemnification, claims for compensation

If the cases outlined in Fig. XIV.1 and XIV.2 above arise, the exhibitor shall also – at the first request to do so – defend and indemnify FMMI and release and hold it harmless from any resulting damage and claims for compensation asserted against FMMI due to the violation of the rights of third parties. The exhibitor shall not be held liable for damages if it can provide evidence that it was not in any way responsible for the violation of the third-party rights.

4. Entry requirements, Residence regulations

The offer by the organizer of Intersolar Mexico with respect to booking booth space does not release the customer from the obligation to inform himself, fully and promptly, about the relevant requirements for entry to Mexico, in particular with regard to the possible requirement for a visa. The organizers of Intersolar Mexico shall not assume any responsibility if the customer suffers detriments arising out of non-compliance with applicable entry requirements regulations.

XV Limitation and cut-off periods

Any claims asserted by the exhibitor against FMMI arising from the rental of the booth and all associated legal relationships must be brought within a limitation period of six months. The limitation period shall commence on the last day of the month in which the final day of the exhibition falls. Claims made as a result of death, personal injury or impaired health as well as those arising from the gross negligence of FMMI shall be excluded from this; the limitation period for such claims shall be in line with statutory provisions. Complaints concerning invoices must be raised in writing within a cut-off period of one month from their receipt.

XVI Data protection

Personal data shall only ever be processed in accordance with the applicable statutory provisions, in particular when it is being used to execute the contractual relationship. It shall only ever be disclosed to third parties if the person concerned has given their express consent for this to occur or if doing so is required by law.

XVII Miscellaneous; Governing Law; Place of Jurisdiction

1. Amendments and additions to the Contract must be made in writing to be effective. This shall also apply to any waiver of this written form requirement.
2. The Contract shall be governed and construed by the laws of the Federal Republic of Germany.
3. The courts of Freiburg im Breisgau, Germany, shall have jurisdiction for all controversies, disputes and claims arising out of or in connection with the Contract. In addition FMMI shall be entitled to assert its claims against the Exhibitor at the Exhibitor's place of general jurisdiction. FMMI shall additionally have the choice to have any dispute arising out of or in connection with the Contract finally settled under the Arbitration Rules of the German Arbitration Institute (DIS) by one or more arbitrators appointed in accordance with the said rules. At the Exhibitor's request, FMMI shall execute the aforementioned right of choice regarding a certain dispute by declaration to the Exhibitor within one week from the receipt of the Exhibitor's request, if the Exhibitor wants to initiate legal proceedings against FMMI. The seat of arbitration shall be Freiburg im Breisgau, Germany. The language of the arbitration shall be English.
4. It is the responsibility of each Exhibitor to read and comply with all rules and regulations as stated in the Exhibitor Services Manual. Each Exhibitor will be fully responsible for all costs involved, should the Exhibitor violate rules or regulations that require appropriate recourse by the Organizers.

XVIII Insurance

1. Exhibitor, at its sole cost and expense, will insure its and its Co-Exhibitor's (if any) activities and equipment used in connection with the event and will obtain, keep in force, and maintain the following insurance: Commercial Form General Liability Insurance (contractual liability included) and errors and omissions in each case in the amount of \$1,000,000. If the above insurance is written on a claims-made form, it will continue for two (2) years following the Event. Such coverage and limits will not in any way limit the liability of Exhibitor.
2. Upon the execution of this Contract, Exhibitor will furnish FMMI with certificates of insurance evidencing compliance with all requirements, and Exhibitor will promptly notify FMMI of any material modification of the insurance policies. Such certificates will provide for thirty (30) days advance written notice to FMMI of any cancellation of insurance policies: indicate that FMMI has been endorsed as an additional insured under such coverage; and include a provision that the coverage will be primary and will not participate with, nor will be excess over, any valid and collectable insurance or program of self-insurance maintained by FMMI.
3. In addition to the requirements set forth above, Exhibitor agrees to comply with any additional or greater insurance coverage obligations set forth in the Exhibitor Services Manual applicable to Exhibitor, Co-Exhibitor or any of their agents, contractors, employees or representatives.

INTERSOLAR MEXICO CONTACTS

We look forward working with you throughout the 2023 show cycle. Feel free to contact an Intersolar Mexico team member should you have further questions.

Organizers

Solar Promotion
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Co-Organizer

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Booth & Sponsorships Sales

Ms. Kristin Merz
Tel.: +49 7231 58598-299
exhibitorservice@intersolar.mx

Ms. Matilde Saldivar
Tel.: +52 55 1087 1650-1135
matilde.saldivar@tarsus.mx

Exhibitor Service

Operations, Booth Construction
Logistics & Invoicing
Ms. Anna Kageneck: +49 761 3881 3806
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intersolar_mx@fwtm.de

INTERNATIONAL CONTACTS

China & Hong Kong

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Greece & Cyprus

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turkey@TheSmarterE.com

DATA PROCESSING POLICY

1. Name and contact details of data controller and company data protection officer

The data controller is FMFI Freiburg Management and Marketing GmbH, represented by its managing directors, Hanna Böhme and Daniel Strowitzki.

The data controller can be reached as follows:

Address: Neuer Messplatz 3, 79108 Freiburg
Telephone: +49 (0)761 3881-3101/-1101
Fax: +49 (0)761 3881-3127
Email: messe.freiburg@fwtm.de
Website: www.fwtm.freiburg.de

The data protection officer for FMFI Freiburg Management and Marketing GmbH is our certified data protection officer and attorney, Marc E. Evers. Our data protection officer can be reached as follows:

Address: Weilerstr. 9, 79252 Stegen
Email: datenschutz@datasekure.de

2. Collection and retention of personal data, and nature and purpose of the use of these data

a. Collection of data in connection with event registration

When you or your company register with us for an event, we collect the following information: ■ company data (company name, address, tax numbers etc., as well as other information regarding the implementation of the event).

■ personal data (title, name, email address, telephone number) of managing directors, heads of sales and marketing, officers, contacts.

This data is collected to enable us to:

- identify you as one of our exhibitors;
- provide appropriate services for you;
- contact you;
- invoice you;
- process any liability claims or assert any claims against you.

Your data are processed at your request; in accordance with Article 6 para. 1 sentence 1 (b) GDPR, this processing is necessary for the aforementioned purposes in order to ensure adequate organization of the event and the mutual fulfillment of obligations.

The personal data collected by us will be retained until the end of the statutory retention period, after which they will be deleted, unless we are obliged to retain the data for longer in accordance with Article 6 para. 1 sentence 1 (c) GDPR due to retention and documentation duties arising from tax or commercial law (the German Commercial Code HGB, German Criminal Code StGB or Fiscal Code of Germany AO), or unless you have given your consent to retention beyond this period in accordance with Article 6 para. 1 sentence 1 (a) GDPR.

The contact person who enters personal data of other participants/participants is independently responsible for ensuring that there is a sufficient legal basis according to Art. 6 GDPR and accordingly permission from the persons entered.

b. Use of data in connection with subscriptions to our email newsletter

When you subscribe to our newsletter, we will use the data which are necessary for this purpose or have been shared separately by you to regularly send you our email newsletter in accordance with your consent in accordance with Article 6 para. 1 sentence 1 (a.) GDPR. You can unsubscribe from our newsletter at any time, either by sending us a message using the contact details given above, or by clicking on the "unsubscribe" link in the newsletter. After unsubscribing we delete your e-mail address, as far as you have not expressly consented to a further use of your data or we reserve the right to further data use which is permitted by law and about which we inform you in this statement.

c. Use of data for email advertising in the absence of a newsletter subscription, and your right to object

If we have obtained your email address in connection with the sale of a product or service and you have not objected, we reserve the right to regularly send you offers via email concerning products from our range which are similar to the item previously purchased. You can object to this use of your email address at any time by sending us a message using the contact details given above, or by clicking on the link provided for this purpose in the advertising email, without incurring any costs other than the transmission costs according to the basic rates. This serves to safeguard our legitimate interests, which are predominantly justified in the context of a weighing up of interests, in a promotional approach by our customers in accordance with Art. 6 para. 1 sentence 1 (f) GDPR.

d. Use of data for postal advertising, and your right to object

Furthermore, we reserve the right to retain your name and surname, your postal address and – provided that we have received this additional information from you as part of the contractual relationship – your title, academic qualifications and professional title, industry description or trade name in databases or compiled lists, and to use this information for our own advertising purposes, for example to send interesting offers and information about our products by post. You can object to the retention and use of your data for these purposes at any time by sending us a message using the contact details given above. This serves to

safeguard our legitimate interests, which are predominantly justified in the context of a weighing up of interests, in a promotional approach by our customers in accordance with Art. 6 para. 1 sentence 1 (f) GDPR.

e. Collection of images or videos of individuals at events

Photos and videos are taken during events held in the rooms and open spaces used by FMFI Freiburg Management and Marketing GmbH. As such, photos or videos may be taken in which individual visitors or organisers can be recognised. These photos and videos are collected for the purpose of presenting the events in brochures and press reports and on social media channels and FMFI websites.

This serves the purposes of our legitimate and, on balance, overriding interests in depicting the event for advertising purposes and in addressing our customers pursuant to Article 6 para. 1 sentence 1 (f) GDPR. We never use the data collected for the purpose of drawing conclusions about you.

You can find further explanations of your rights regarding photo and video recordings under point 5. of this Privacy Policy.

3. Transfer of data to third parties

We will not transfer your personal data to third parties for any purposes other than those listed below.

Insofar as this is required in accordance with Article 6 para. 1 sentence 1 (b) GDPR for the organization of the event with you, your personal data will be transferred to third parties. This includes, in particular, the transfer of these data to co-organisers and their representatives, such as Solar Promotion GmbH as well as to companies or their representatives in the following fields:

- 1) Stand construction, service, technology, fittings
- 2) Ticketing, Registration
- 3) The media/publishers/communications/the internet
- 4) Authorities and other groups

These third parties may only use the transferred data for the purposes stated. Furthermore, we have - to the extent required by law - concluded a commissioned processing agreement with all of our service providers pursuant to Art. 28 GDPR and a joint data processing agreement with our co-organizer Solar Promotion International GmbH pursuant to Art. 26 DGDPR (for more details, see below). As part of these contracts, our service providers as well as Solar Promotion International GmbH are also regularly audited by our data protection officer.

4. Rights of data subjects

You have the right:

- to withdraw the consent once given to us at any time, in accordance with Article 7 para. 3 GDPR. This means that we will not be allowed to continue the data processing for which the consent was originally given;
- to request information about your personal data which are processed by us, in accordance with Article 15 GDPR. In particular, you may request information about the processing purposes, the category of personal data, the categories of recipients to whom your data have been or are disclosed, the planned retention period, the existence of a right to correction, erasure, restriction of processing or objection, the existence of a right to make a complaint, the origin of your data, if they were not collected by us, and the existence of automated decision-making including profiling and any significant information regarding details of this;
- to request the immediate correction or completion of your personal data which are stored by us, in accordance with Article 16 GDPR;
- to request the erasure of your personal data which are stored by us, in accordance with Article 17 GDPR, insofar as the processing of these data is not required in order to exercise the right to freedom of expression and information, in order to fulfill a legal obligation, for reasons of public interest or in order to establish, exercise or defend legal claims;
- to request a restriction on the processing of your personal data, in accordance with Article 18 GDPR, insofar as you contest the accuracy of the data, the processing of the data is unlawful but you oppose their erasure and we no longer require the data but you require them for the establishment, exercise or defense of legal claims, or you have filed an objection against the processing of the data in accordance with Article 21 GDPR;
- to receive the personal data which you have provided to us, in a structured, commonly used and machine-readable format, or to request the transmission of these data to another controller, in accordance with Article 20 GDPR, and
- to lodge a complaint with a supervisory authority in accordance with Article 77 GDPR. As a general rule, you may lodge a complaint with the supervisory authority with jurisdiction over your habitual residence or place of work.

5. Right to object

Provided that your personal data are being processed on the basis of legitimate interests in accordance with Article 6 para. 1 sentence 1 (f) GDPR, you have the right to object to the processing of your personal data, in accordance with Article 21 GDPR, provided that there are reasons for this resulting from your particular situation.

To use your right to object, simply send an email to the address shown above.