

A17 Protection of trademark and intellectual property rights

CEMATEX is the registered owner of the ITMA international trademark number H0593159 and domain names respectively and all exhibitors shall ensure they do not infringe and they do not authorise or, directly or indirectly, permit any other party to infringe CEMATEX's trademark and domain name rights in any way, in particular but not exclusively, through their exhibits on display, their advertising materials, their graphics or through any other means or supporting materials.

Exhibitors must not infringe or otherwise violate, directly or indirectly, seek to infringe and/or violate the intellectual property rights of other exhibitors and of third parties, such as patents, trademarks, copyrights etc when displaying their products at ITMA 2019 in accordance with current provisions of law. All necessary measures shall be taken by the exhibitor before displaying his products.

CEMATEX and the Organiser are exempted from any liability in connection with the infringement or other violation of intellectual property rights by an exhibitor. The exhibitor shall indemnify and hold the Organiser harmless in case of any such infringement or other violation. As part of the "Rental Contract for Stand Space", each exhibitor shall agree to a legally-binding statement confirming that he will not infringe the trademark and intellectual property rights of another exhibitor or third parties and promising to indemnify CEMATEX and the Organiser in case of any such infringement.

The Organiser will establish an onsite secretariat for the "Intellectual Property Service Regulation" which will be provided in a separate document at a later stage (hereinafter, the 'IPR'). The IPR secretariat will start on 17 June 2019 and will operate until the end of the show on 26 June 2019, and will offer the following services:

- to inform exhibitors about the content and features of intellectual property rights, as well as the available means to protect them against any potential infringement;
- to enable a fast and effective ascertainment of cases of infringement or piracy at ITMA 2019. This service will include the collection of evidence of possible infringements, which could otherwise be obtained only through onerous legal proceedings (called "description proceedings"), which often cannot produce the desired effects. Such a service implies, upon request by any party, a photographic identification of items that are alleged as infringing intellectual property rights, and the issuing of a relevant report concerning the ascertainment of the presence of such items in the booth of the alleged counterfeiter; and
- upon the exhibitor's request, to give course to an arbitration proceeding for preliminary evaluation of the infringing nature of a product and, should the infringement be ascertained by the Arbitration Panel, to execute the order of removal and/or of "coverage" of said product from the exhibition area, with physical retention of a sample of the goods for evidence collection purposes and, in case of failure to comply with such an order, the compulsory enforcement of the above-mentioned order. The arbitration proceeding is a chargeable service.

Further details on the filing of complaints and/or starting an arbitration proceeding procedure will be available at www.itma.com at a later date.

If it is ascertained by judgement through arbitration ruling under IPR that an exhibitor has infringed the intellectual property rights of another exhibitor or of a third party in any way, in particular but without limitation through his exhibits on display, his printed papers, his advertising materials, his graphics or indeed in any other way, then the Organiser will be entitled, although not obliged to, at its own discretion, ask for the removal of the infringing exhibits, printed papers, advertising materials, graphics and any other material from the infringing exhibitor's stand and to store them at the cost of the exhibitor until the end of ITMA 2019. In such cases, the Organiser is also entitled, although not obliged, to terminate the "Rental Contract for Stand Space" between the Organiser and the infringing exhibitor and therefore also to withdraw the infringing party's admission via email, by registered or hand-delivered letter stating the reasons for termination and withdrawal (see Article A9.6 above). No refund will be made for the sums already paid. If such measures prove unjustified, no claim for damages can be made against the Organiser unless it is guilty of gross negligence or unlawful intent.

CEMATEX and the Organiser each reserves the right to refuse an exhibitor admission to future ITMA and ITMA ASIA (including ITMA ASIA + CITME) branded events if it is ascertained by judgement, arbitration ruling under the IPR or different arbitration proceedings or otherwise acknowledged, that the said exhibitor is found to have infringed the trademark, domain name or the intellectual property rights of CEMATEX, other exhibitors and/or third parties.