This document sets forth the agreement (1) between Bike Show Sport Events (hereinafter 'the Organisers') and the company (hereinafter 'the Exhibitor') responsible for purchasing the space in the expo zone of the Sea Otter Europe Festival (hereinafter 'the Festival'). This agreement between the brand and the Organisers also establishes an assumption of liability towards the space (2) in which the festival will be held.

GENERAL TERMS AND CONDITIONS OF CONTRACT

- 1. **Dates and location of the festival:** The festival will take place on 24, 25 and 26 September, 2021, at Pavelló de Fontajau, located at Avinguda del President Josep Tarradellas i Joan, 22, 24, 17007 Girona.
- 2. Festival schedule
 - 1. Friday 4 pm 8 pm
 - 2. Saturday 9 am 8 pm
 - 3. Sunday 9 am 3 pm
- 3. **Terms and conditions of payment:** The full amount must be paid in a single payment by credit card. Once the transaction has been approved, the space selected during the purchasing process will be automatically reserved. In case of error, please check that the details provided have been entered correctly. If the error persists, contact the sales team at bclosa@seaottereurope.com or by calling (+34) 93 808 80 91 Ext.219. The Organisers reserve the right to cancel your reservation and release your space. NOTICE TO SPONSORS: The payment policy regarding sponsors will be determined by the company's sponsorship agreement with the Organisers.

4. Cancellation policy:

- 1. Policy in the event of cancellation of the festival. The Organisers undertake to refund the full amount paid in the event that the Festival cannot take place due to force majeure and/or unforeseeable circumstances, understood as those included in the general provisions of the Spanish legal system and those mentioned below,
 - An event of Force Majeure shall include, but not be limited to, circumstances, acts or events such as epidemics or pandemics, natural disasters, fires, floods, explosions, storms, earthquakes, riots, wars, acts of terrorism, civil commotion, embargo obligations and restrictions imposed by military or civil authorities, strikes and lockouts.
- 2. Policy in case of cancellation by the brand. In the event of cancellation by the brand, the brand may request a refund of 75% of the amount paid or request a transfer of 75% of the amount paid for the 2022 edition. Cancellation notifications must be made by the Exhibitor by email from the same person responsible for the purchase before 1 September, 2021. After this date, no refunds will be provided.
- 5. **Allocation of spaces:** Allocations will be made on the basis of the layout shown on the map. The Organisers reserve the right of admission.
- 6. **Layout and location of expo space:** The Organisers strive to provide the most realistic representation of the facility's layout and the location of spaces on the Festival's expo map shown during the registration process. However, the Organisers do not guarantee that the space purchased during the registration

process is an accurate representation of the space that will be occupied at the Facility.

As a result of restrictions, regulations, protocols or other unforeseen factors imposed by governmental agencies, the Organisers reserve the right to move, alter, change or reallocate expo space at any time prior to and during the Festival.

The Exhibitor acknowledges that entrances, routes and the flow of pedestrians and vehicles may change at any time prior to and during the Event. The Exhibitor acknowledges that the amount of foot flow an Exhibitor may experience during the Event is entirely dependent on a number of factors which may be beyond the control of the Organisers.

| SEA OTT | ER EUROPE 2020 EX | HIBITOR SCHEDULE |
|----------|--------------------|-------------------------|
| | | |
| 22/09/21 | 8.30 am to 6.30 pm | EXHIBITOR ACCREDITATION |
| | 8.30 am to 7 pm | EXPO ZONE SET-UP |
| | | |
| 23/09/21 | 8.30 am to 6.30 pm | EXHIBITOR ACCREDITATION |
| | 8.30 am to 7 pm | EXPO ZONE SET-UP |
| | | |
| 24/09/21 | 7.30 am to 7 pm | EXHIBITOR ACCREDITATION |
| | 7.30 am to 2 pm | EXPO ZONE SET-UP |
| | 4 pm | FESTIVAL OPENS |
| | 4 pm | DEMOBIKE OPENS |
| | 8 pm | DEMOBIKE CLOSES |
| | 8 pm | FESTIVAL CLOSES |
| | 8.15 pm to 9 pm | EQUIPMENT EXIT |
| | | |
| 25/09/21 | 7.30 am to 7.30 pm | EXHIBITOR ACCREDITATION |
| | 7.30 am to 8.30 pm | EQUIPMENT ENTRY |
| | 9 am | FESTIVAL OPENS |
| | 9 am | DEMOBIKE OPENS |
| | 8 pm | DEMOBIKE CLOSES |
| | 8 pm | FESTIVAL CLOSES |
| | 8.15 pm to 9 pm | EQUIPMENT EXIT |
| | | |
| 26/09/21 | 7.30 am to 2.30 pm | EXHIBITOR ACCREDITATION |
| | 7.30 am to 8.30 am | EQUIPMENT ENTRY |
| | 9 am | FESTIVAL OPENS |
| | 9 am | DEMOBIKE OPENS |
| | 3 pm | DEMOBIKE CLOSES |

FESTIVAL INFORMATION FOR EXHIBITORS

| | 3 pm | FESTIVAL CLOSES |
|----------|-----------------|-----------------------|
| | 3.15 pm to 9 pm | EXPO ZONE DISASSEMBLY |
| | | |
| 27/09/21 | 8.30 am to 7 pm | EXPO ZONE DISASSEMBLY |

- 13. Entry and exit of equipment: The Organisers have established a timetable for the entry and exit of equipment. Brands are invited to store all stand materials in a vehicle at the end of the day. Said vehicle will be allowed to circulate through the expo zone during equipment entry/exit times and may be parked in the exhibitors' car park, which is reserved exclusively for exhibitors with 24-hour surveillance.
- 14. **Security at the festival:** Surveillance will be provided on the days on which set-up and disassembly take place, and during the festival. Furthermore, the Organisers of Sea Otter Europe will not be responsible for any theft that may occur during the festival, during the days running up to and following the festival, or during set-up and disassembly.
- 15. Abandonment of expo space: If the Exhibitor's space remains either partially or fully empty on the opening day of the Event, or if any space is lost due to non-payment, the Event reserves the right to rent out the space to another Exhibitor or to use the space for other means. This clause shall not be construed as affecting the Exhibitor's obligation to pay the full amount as specified in the space hire contract, even in the event that the Organisers resell the abandoned space.
- 16. **Crossing contracted boundaries.** Exhibitors may not cross the boundaries of the purchased space and may not obstruct the stands of other exhibitors.
- 17. **Stand operation.** The Exhibitor must keep their stand open throughout the course of the event and during the established times, manned by competent staff (at least one person must remain at the stand at all times).
- 18. **Brand image.** The Exhibitor must maintain, at all times, an appropriate image, which will be supervised by the event Organisers, who, in the event of irregularities, may request its modification.
- 19. **Special constructions.** In the event that a brand wishes to assemble a special structure requiring authorisation, it must submit a copy of the design to the Organisers, who reserve the right to approve or reject the structure.
- 20. Liability to third parties. The Exhibitor shall be responsible for any damage caused as a result of their activity, both to people and objects, regardless of whether said objects belong to Pavelló Fontajau or to third parties.
- 21. All participatory or demonstration activities performed by the Exhibitor must comply with current regulations governing said activity and, in the event of their non-compliance, the Exhibitor shall be directly responsible. The Exhibitor shall also be responsible for any possible personal or material damage caused to third parties as a result of performing said activity.
- 22. **Unsuitable PA systems:** Using a PA system or any other type of sound system on the stands that may be strident is forbidden.

- 23. **Shared use of the expo space:** The Exhibitor shall immediately notify the event Organisers of any additional brands or companies sharing the space that the Exhibitor has purchased. Any additional company, brand or entity sharing the Exhibitor's space will be treated as an extension of the Exhibitor's business and will be subject to all terms and conditions as set forth herein. Furthermore, only the name of the primary brand representing such space may be displayed to the public.
- 24. **Storage logistics:** Due to space limitations the Organisers are unable to offer an equipment storage service for brands, with the exception of those that have a sponsorship contract with the festival or one of the sporting events taking place as part of Sea Otter Europe.
- 25. Equipment deliveries: All Exhibitor equipment and supplies delivered to and from the Facility are the sole responsibility of the Exhibitor. The Exhibitor shall receive its delivery at the Facility and arrange for its products to the transported to the expo space. The Exhibitor must remove all its items from the Facility no later than noon on the Monday following the Event.
- 26. Use of the Sea Otter Europe image in products or communication initiatives is strictly forbidden without prior consent from the Organisers of Sea Otter Europe.
- 27. **Operation of the ticketing/accreditation system and COVID-19.** The definitive system for accreditation and festival tickets and COVID-19 protocol for exhibitors will be announced one month prior to the festival, once the final protocol for those dates has been established.
- 28. **Updating the terms and conditions.** These terms and conditions may be amended, modified or improved at any time by the Organisers in order to ensure that SEA OTTER EUROPE goes ahead in the best possible conditions.

CONTACT INFORMATION

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