

APPROVED BY

Director General  
EF-International Ltd.



S.G. Voronkov

Order No. 112 dated 06.10.2023

To directors of institutions,  
enterprises and organisations  
of any forms of ownership,  
sole proprietors –  
visitors of websites  
<http://expoforum-center.ru/> and  
<http://expoforum.ru>,  
of the Limited Liability  
Compane  
ExpoForum-International

196605 Saint Petersburg  
Shushary settlement in. c. ter.  
Peterburgskoye sh. 64, B. 1, Let. A  
telephone: (812) 240-40-40  
e-mail: [info@expoforum.ru](mailto:info@expoforum.ru)

### **PUBLIC OFFER**

**on Execution of the Agreement for Participation in the  
Exhibition (Events) Organised within the Territory of  
EXPOFORUM International Convention and Exhibition Centre**  
The offer is valid with a transaction amount of up to 50,000 euros.  
With the transaction amount of 50,000 euros or more, the parties  
shall enter into a written agreement.

#### **I. General provisions**

- 1.1. Limited Liability Company ExpoForum-International (hereinafter referred to as the "Organiser") announces the publication on its Internet resources <http://lenexpo.ru> and <http://www.expoforum.ru/> of this Public Offer on the terms and conditions of holding exhibitions and other events in Saint Petersburg at the following address: 64 Peterburgskoe shosse, building 1, letter A, settlement Shushary, Saint Petersburg (hereinafter referred to as the "Organiser's Territory").
- 1.2. In accordance with Article 437 of the Civil Code of the Russian Federation, this document is a public offer. In case of acceptance of the terms and conditions set forth, any legal entity or sole proprietor who accepts this offer shall pay for the services of the Organiser in accordance with the terms and conditions of the Public Offer.  
  
In accordance with Clause 3 of Article 438 of the Civil Code of the Russian Federation, payment for the services by the purchaser (consumer) of the services shall be an acceptance of the offer, which is assumed to be equivalent to the execution of the Agreement under the terms and conditions specified in this Public Offer.  
  
This offer may be accepted also by execution of an agreement with the Organiser in a simple written form.
- 1.3. On the basis of the above please read carefully the text of the Public Offer, and if you disagree with any clause of the offer, you may refuse from purchase of the services provided by the Organiser.
- 1.4. In this offer, unless the context requires otherwise, the terms below have the following meanings:  
"Offer/Public Offer" -- a public proposal of the Organiser addressed to any legal entity: institution, enterprise or organisation of any forms of ownership or a sole proprietor or several specific legal entities and/or sole proprietors to execute with it the following:
  - 1.4.1. agreement for absentee participation in exhibitions and/or events of the Organiser;

1.4.2. agreement for participation in exhibitions and other events within the territory of the Organiser, as well as for provision for temporal use (lease) of indoor and outdoor exhibition space, owned by the Organizer on the right of ownership in accordance with the existing terms and conditions contained in the Manual for Organisers and Exhibitors, for the events held within the territory of EXPOFORUM International Convention and Exhibition Centre, including all annexes thereto;

"Manual for Organisers and Exhibitors of Events Held within the Territory of EXPOFORUM International Convention and Exhibition Centre" — a manual published on the portal <http://expoforum-center.ru/> and <http://expoforum.ru>. Full name — Manual for Organisers and Exhibitors of Events Held within the Territory of EXPOFORUM International Convention and Exhibition Centre, with annexes thereto. The Manual for Organisers and Exhibitors of Events is binding for all contractors of the Organiser and is an integral part of this Public Offer. Full link to the Manual for Organisers and Exhibitors of the Events:

<http://www.expoforum.ru/services/docs/> <http://expoforum-center/eksponentam/docs/>

"exhibition (fair)" — an exhibition-fair event, where goods, services and (or) information are demonstrated and distributed, and which takes place within the established time and with a certain frequency;

"events" — congresses, forums, conferences, symposiums, workshops, fairs, competitions, corporate events, musical and other festivals and other non-exhibition events;

"Exhibitor" — a legal entity or sole proprietor, which demonstrates goods and (or) services related to the subject of the exhibition, with engagement of its own or recruited personnel;

"Organiser's mailing address" — 196605, St. Petersburg, Shushary settlement in. c. ter., Peterburgskoye sh. 64, B. 1, Let. A.

## **2. Scope of the Agreement**

- 2.1. The Organiser shall, in accordance with the Manual for Organisers and Exhibitors of Events on each specific exhibition, published on the official website of the exhibition, provide a set of services for holding exhibitions and other events within the territory of the Organiser, services for ensuring the Exhibitor's participation in exhibitions and other events (registration fee), as well as provide for temporal use (lease) the indoor and outdoor exhibition spaces, and the Exhibitor shall, in accordance with the existing rates of the Organiser specified in the Participant's Manual on each exhibition published on the official website of the Organiser's exhibition, pay for lease of open and closed exhibition spaces, as well as the Organiser's necessary services (registration fee) in accordance with the terms and conditions of this Public Offer.
- 2.2. The Participant's Manual for a specific exhibition event organised and held by EF-International shall be applied to the extent that it does not contradict this Public Offer.
- 2.3. This Public Offer and annexes thereto (integral part of the offer) are official documents of the Organiser.

## **3. Issue of the Application for Participation in the Exhibition (Event)**

- 3.1 The Exhibitor, who wishes to participate in the exhibition (event), shall send an Application for Participation to the Organiser, which is published on the official website of the exhibition, not later than thirty (30) calendar days before the date of commencement of installation works on a specific exhibition.
- 3.2 To obtain the right to participate in the exhibition (event), the Exhibitor shall pay 100% of the participation cost, including 100% of the exhibition space lease cost, 100% of the registration fee, 100% of the cost of placing information in the exhibition catalog for an absentee participant, within the time specified in Clause 6.4. of the Public Offer,

An absentee participant under an agreement of absentee participation shall not pay the registration fee.

- 3.3. The Exhibitor shall be liable for the accuracy of information provided to the Organiser, when issuing the Application for Participation.
- 3.4. The outdoor and indoor exhibition space shall be provided to the Exhibitor under the exhibition space acceptance certificate signed by the Parties.
- 3.5. Payment under the independently issued Application by the Exhibitor on the Internet site of the Organiser shall mean consent of the Exhibitor with the terms and conditions of this Public Offer. The day of payment under the Application shall be the date of execution of the Agreement for participation in the exhibition (event) between the Organiser and the Exhibitor (Absentee Participant).
- 3.7. All information materials published at <http://expoforum-centerru> and <http://expoforum.ru> are of reference nature and may not fully represent information on an exhibition (event). If the Exhibitor (Absentee Participant) has any questions regarding the exhibition (event) and procedure for its holding, before confirmation of the Application according to Clause 3.2. of this Public Offer, he or she shall contact the Organiser for a consultation, having sent a written request by e-mail.
- 3.8. As required, the Exhibitor can order and receive additional services within the territory of the EXPOFORUM Exhibition and Convention Centre. Applications are executed in the online configurator (online platform) located at: <http://exsys.events>. With the help of this platform, the Exhibitor can make orders for the necessary services. The link to the online configurator is posted on the Organiser's website, as well as on the website of the corresponding exhibition (event). Services are provided by organizations accredited to provide services within the territory of the EXPOFORUM Convention and Exhibition Centre. Information about organizations accredited to provide services is posted on the website [www.expoforum.ru](http://www.expoforum.ru).

Applications for the provision of additional services, if the Exhibitor has a corresponding need, must be executed in advance.

#### **4. Refusal to Participate in the Exhibition**

- 4.1. Refusal of the Exhibitor to participate in an exhibition or another event held by the Organiser shall result in payment of a penalty to the Organiser, depending on the time of refusal:
  - 4.1.1. in case of refusal from absentee participation at least two (2) months before the specified date of the exhibition (event) commencement - 0% of the cost of absentee participation;
  - 4.1.2. in case of refusal from absentee participation in two (2) months and not less than three weeks before the specified date of the exhibition (event) commencement — 50% of the cost of absentee participation;
  - 4.1.3. in case of refusal from absentee participation in three weeks and less before the specified date of the exhibition (event) commencement — 100 % of the cost of absentee participation;
  - 4.1.4. in case of partial or full refusal from participation in the exhibition (event) at least two (2) months before the specified date of installation works commencement — 0% of the cost of lease of unused exhibition space and 0% of the cost of actually ordered and provided services included in the registration fee on the date of receipt of the Exhibitor's notice;
  - 4.1.5. in case of partial or full refusal from participation in the exhibition (event) in two (2) months or at least three weeks before the specified date of installation works commencement — 50% of the cost of lease of unused exhibition space and 100% of the cost of actually ordered and provided services included in the registration fee on the date of receipt of the Exhibitor's notice;
  - 4.1.6. in case of partial or full refusal in three weeks and less before the specified date of installation works commencement — 100 % of the cost of lease of the unused exhibition space and 100% of the cost of actually ordered and provided services included in the registration fee on the date of receipt of the Exhibitor's notice.

## 5. Liability of the Exhibitor

- 5.1. All other terms and conditions related to refusal from participation in an exhibition (event), not mentioned in section 4 of this Public Offer, liability of the parties for breach of technical requirements, rules of booths construction, exhibition space cleaning and other violations are specified in the Manual for Organisers and Exhibitors of Events Held in Territory of International Convention and Exhibition Centre EXPOFORUM.

## 6. Miscellaneous

- 6.1. In case of any differences and discrepancies between the terms and conditions of this Public Offer and the Manual for Organisers and Exhibitors of Events Held within the Territory of EXPOFORUM International Convention and Exhibition Centre and/or the Manual of Exhibition (Event) Participant, the rules (terms and conditions) established by this Public Offer shall be applied.
- 6.2. Rent for outdoor and indoor (equipped and unequipped) exhibition spaces shall be charged starting from the first day of installation works and ending on the last day of disassembly of exhibition equipment at the rates specified in the Participant's Manual on each specific exhibition published on the official website of the exhibition,
- 6.3. Upon acceptance of this offer, the Exhibitor shall:
  - 6.3.1. in case of absentee participation — pre-pay in full the absentee participation in the exhibition (event);
  - 6.3.2. in case of participation in the exhibition (event) of the Organiser — payment of the ordered exhibition space in the amount of 30% of the cost of space lease and 100% of the registration fee (registration payment).
- 6.4. Payment term: Payment of the cost of lease of the provided spaces, cost of services included into the Exhibitor's applications shall be made by the Exhibitor in full to the settlement account of the Organiser at least in three (3) weeks before the specified date of commencement of the installation works for the exhibition/event.
  - 6.4.1. Payment shall be made in EURO, by transferring funds to the Organizer's account on the basis of invoices issued by it. The payment method is advance payment.
  - 6.4.2. The Bank fees for money transfer, as well as all additional costs associated with the taxation system adopted in the Exhibitor's country, are not included in the cost indicated in the invoices issued by the Organizer, and in the cost of additional services on the Exhibitor's Application. Any bank fees and any other charges collected for making a money transfer from the Exhibitor's bank account to the Organizer's bank account shall be paid by the Exhibitor independently in excess of the amounts indicated in the invoices for payment issued by the Organizer and in the Exhibitor's applications for the provision of additional services.
- 6.5. The Exhibitor shall send to the venue of the exhibition (event) its authorised representative acting on the basis of a properly issued power of attorney, which grants the right to sign exhibition space acceptance certificates, services acceptance certificates and other financial documents, as well as authorises the representative to make decisions on all organisational issues related to participation of the Exhibitor in the exhibition (event). The full name of the representative shall be to the Organiser in writing within five (5) business days before the first date of exhibition (event) installation.

**The Exhibitor who failed to properly issue power of attorney for the representative with the powers specified in this clause, will not be admitted to participate in the exhibition (event) and to its installation. In addition, absence of the power of attorney shall be recognised as refusal of the Exhibitor from fulfilment of the agreement and shall result in the consequences for the Exhibitor specified in section 4 of this Public Offer.**
- 6.6. The Exhibitor hereby refuses any intentions of illegal use, including public performance of copyright or related rights objects in the period of the exhibition (event). In case of exercise of copyright and related rights, the public performance of works (reproduction of works, audio records, acting, recitation, singing or dancing performances carried out live or by technical means; showing images of audiovisual works, etc.) at the exhibition (event), the Exhibitor shall enter into agreements on its

own with the copyright holders and make all settlements (payments) with them for the use by the Exhibitor, its employees and/or contractors of copyright and related rights in the period of the exhibition (event). In addition, the Exhibitor shall provide the Organiser the list of copyright and related rights objects planned for use, as well as certified copies of documents confirming the rights of the Exhibitor for use of objects of copyright and related rights, not later than on the first day of installation of the exhibition (event).

- 6.7. The Exhibitor confirms and guarantees that in case of any claims, actions or other negative effects in respect of the Organiser, related to the Exhibitor's illegal use or its third parties' illegal use of the intellectual property rights, during the exhibition (event), it shall recover to the Organiser on an extrajudicial basis all costs, expenses in full related to the claim (action), within ten (10) business days from the time of the relevant claim, and shall also act as a defender in court during consideration of incurred disputes and shall take all the necessary measures to resolve the issues arising out of its use of the intellectual property rights as soon as possible,  
The Exhibitor shall be liable for the content of the events held by the Exhibitor, for the content, accuracy of information distributed by the Exhibitor or by its employed third parties, also through exposition, and for compliance of the content of such information, events, procedure of their performance with the requirements of the legislation of the Russian Federation,
- 6.8. The Exhibitor (apart from the absentee participation) shall remove the wastes produced in process of installation and dismantling of the exhibition (event) and be placed in a container installed within the territory of the Organiser, by its own efforts.
- 6.9. Upon acceptance of this offer and before the date of the completion of dismantling works on the exhibition (event), the Exhibitor shall not transfer without the written consent of the Organiser the rights and obligations under the executed agreement to any third parties.
- 6.10. Under no circumstances, the Organiser shall be liable in accordance with the accepted offer for any actions and/or failure to act, being direct or indirect result of actions/failure to act by any third parties, any indirect losses and/or lost profit of the Exhibitor, and/or third parties, regardless of whether the Organiser could foresee the possibility of such losses or not.
- 6.11. This revision of the offer shall take effect from the time of publication thereof on the official website of the Organiser, until its withdrawal by the Organiser or acceptance withdrawal by the Exhibitor.
- 6.12. The Organiser shall reserve the right to make amendments to the terms and conditions of the offer or withdraw the offer at any time at its discretion, with a mandatory written notice sent to the Exhibitor not later than 3 (three) days before the time of amendments entry in force or the offer withdrawal.
- 6.13. For all issues not covered by this offer, the Organiser and the Exhibitor shall be governed by the current law of the Russian Federation. All disputes and disagreements arising from this Agreement and not settled through negotiations shall be resolved judicially in the Arbitration Court of the city of Saint Petersburg and the Leningrad Region. The applicable substantive law is the law of the Russian Federation.
- 6.14. If any of the provisions of the Offer is recognised as invalid, illegal or unenforceable in accordance with the current law of the Russian Federation, such provision shall be removed from the Offer and replaced with a new provision, which to the maximum possible extent meets the initial intentions contained in the Offer, at the same time, the other provisions of the Offer shall remain unchanged and in full effect,

Details of the Organiser:

**ExpoForum-International Limited**

Location address:

196605, St. Petersburg, Shushary settlement in. c. ter., Peterburgskoye sh. 64,  
B. 1, Let. A,  
Saint Petersburg  
INN 7811518396, KPP 782001001  
OGRN 1127847173068

**Bank:** GAZPROMBANK (JOINT - STOCK COMPANY) (SEVERO-ZAPADNY BRANCH)

191124, St-Petersburg, Lafonskaya st. 3A

Код SWIFT: GAZPRUMM015

Account (EUR): 40702978100007008738

Correspondent Bank:

Bank GPB International S.A Luxembourg

SWIFT: GAZPLULL

Beneficiary: EF-International Ltd

196605, St. Petersburg, Shushary settlement in. c. ter., Peterburgskoye sh. 64, B. 1, Let. A