

Monday to Thursday  
**NEW DATES! 1-4 February 2021**  
Paris Le Bourget, France

Please complete, sign and return with  
an English version of the company certificate  
of the Tax Registration to this e-mail address:  
apparelsourcing@france.messefrankfurt.com

## Application Form

Application form in French on demand  
Application form en français sur demande

**IF YOU PRODUCE DENIMWEAR PLEASE CONTACT  
THE TEXWORLD DENIM TEAM FOR REGISTRATION AT:  
texworlddenim@france.messefrankfurt.com**

### 1. Exhibiting company's details (please write clearly in capital letters only):

- 1.1. Are you a new exhibitor?  no  yes  
1.2. Are you a garment or accessories manufacturer?  no  yes  
1.3. Are you a trader company?  no  yes

Legal company name \_\_\_\_\_

Brand name on the fascia board if different than the company name \* \_\_\_\_\_

1.4. Person in charge of Apparel Sourcing Paris  Mr  Ms

\_\_\_\_\_

Position \_\_\_\_\_

Email \_\_\_\_\_

(please note that all information relative to Apparelsourcing Paris will be sent to this e-mail address)

1.5. Legally responsible person  Mr  Ms \_\_\_\_\_

Position \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_

Country \_\_\_\_\_

Phone \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Fax \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Country Code City/Area Code Number Country Code City/Area Code Number

Company Website \_\_\_\_\_

Agents: Name \_\_\_\_\_ Country \_\_\_\_\_

Name \_\_\_\_\_ Country \_\_\_\_\_

Name \_\_\_\_\_ Country \_\_\_\_\_

Company's foundation date \_\_\_\_/\_\_\_\_/\_\_\_\_

Total number of employees \_\_\_\_\_

a) in administration \_\_\_\_\_ b) in manufacturing \_\_\_\_\_

c) in sales \_\_\_\_\_ d) in development/design \_\_\_\_\_

Overall turnover for the last year in US\$

2020 \$ \_\_\_\_\_

estimate for 2021 \$ \_\_\_\_\_



**Raw space services package:**

- Registration fees
- Power supply (2KW)
- Stand cleaning
- Personal liability insurance (see §4.1.)
- Social media promotion
- Marketing tools
- Visitor e-invitation cards
- Online communication

	Participation fee (excl. VAT)	Requested booth size
Booth package 9 sqm	<input type="checkbox"/> 6,147€	
Booth package 12 sqm	<input type="checkbox"/> 8,124€	
Booth package 15 sqm	<input type="checkbox"/> 10,155€	
Booth package 18 sqm	<input type="checkbox"/> 12,078€	
Booth package 21 sqm	<input type="checkbox"/> 13,776€	
Booth package ≥ 21 sqm	<input type="checkbox"/> 656€/sqm	x.....sqm
Raw space <b>services package</b> (see §2.1.3. of the General Rules and Regulations attached)	<input type="checkbox"/> 617€/sqm	x.....sqm
Corner booth (if available)	<input type="checkbox"/> +10% of the fee	
Joint stand fee (for legally linked company only)	<input type="checkbox"/> +10% of the fee	

VAT 20% will be applied if applicable. If the applicable rate of VAT were to change during the year, the new rate would be applied. It is the exhibitors' responsibility to check if they are entitled to use the reverse-charge mechanism. For the countries where the French regulation would authorise exemption from VAT, the Organiser will apply this exemption.

**9. NEW! Digital platform available from 1<sup>st</sup> September 2020 to 28<sup>th</sup> February 2021:**

**Stay connected with buyers in our community and enhance your brand exposure online through:**

- Visibility towards all registered buyers
- Access to quotation requests
- Opportunity to contact 30 buyers per month

**Registration fee (excl. VAT) :**  990€

**10. Payment in two instalments:**

**Deadline: In order to be considered for allocation your down-payment should be received before October 15<sup>th</sup>, 2020.**

- 50% down-payment according to the down-payment invoice required 15 days upon receipt of the balance invoice. Balance payable 15 days upon receipt of the invoice (see § 1.1.4., 1.1.8., 1.2.3. and 1.2.4. of the General Rules and Regulations attached concerning the Apparel Sourcing Paris Exhibition).
- 2% discount for early settlement is accorded on the booth rental if the down-payment and the balance payment are settled not later than 15 days after the receipt of the invoices. Please deduct the 2% immediately from your payment. Kindly note that the 2% discount for early settlement is not refundable if not deducted from the payment.

**Payment should be made to:**

**All banking charges must be borne by the applicant.**

Account name: Messe Frankfurt France S.A.S.	Account number:
Bank name: CREDITCOOP – Courcelles	IBAN: FR76 4255 9100 0008 0015 0918 247
Address: 80, rue de Courcelles – F – 75008 Paris	BIC: CCOPFRPPXXX

In signing this application form, you are consenting to the electronic transmission of invoices by Messe Frankfurt France.

**11. Joint Stand:**

Joint stands are authorised for legally linked companies only. We hereby declare that we are organising a joint stand.

**Name of the legally linked company:**

\_\_\_\_\_

**Please return the « Who are you form » you will receive from Messe Frankfurt France completed for each legally linked company.** We require this information in order to decide on the acceptance of your legally linked company. (See 1.1.8. of the General Rules and Regulations attached concerning the Apparel Sourcing Paris Exhibition)

**12. Name of legally responsible person (please print Last Name and First Name):**

Name: \_\_\_\_\_

Position: \_\_\_\_\_

We hereby accept that signing this document constitutes valid acceptance of the General Rules & Regulations attached concerning the Apparel Sourcing Paris Trade Fair and the Undertaking on “counterfeiting and Working Conditions, which we acknowledge having examined and the terms of which we expressly accept.”

We hereby agree to receive invoices in electronic form.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Place: \_\_\_\_\_

Signature (mandatory):

Company stamp:

In the course of organizing this show, Messe Frankfurt group collect and process your data in the respect of the General Data Protection Regulation (GDPR). In compliance with this regulation, your right to access, correct and delete these data may be exercised by writing to MESSE FRANKFURT FRANCE SAS, 1-3 avenue de Flandre, 75019 Paris, France, by fax to n° +33 (0) 140 350 900 or by e-mail to the address: [apparelsourcing@france.messefrankfurt.com](mailto:apparelsourcing@france.messefrankfurt.com).

For more information about the processing of your data, you can refer to our data protection policy accessible via our website <https://apparel-sourcing-paris.fr.messefrankfurt.com/paris/en/privacy-information.html>.

# General Rules for the Apparel Sourcing Paris Trade Fair



## 1. Registration

### 1.1. Eligibility

1.1.1. The Apparel Sourcing Paris Trade Fair is specifically for professionals in the textile/apparel industry.

1.1.2. An application signed by an authorised signatory of the exhibiting business must be completed using the form overleaf.

1.1.3. Receipt of the application by the organiser will mean that the applicant exhibiting business is aware of these rules and accepts them, and any others also issued by the organiser, without reservation, and requirements under public law applicable to events organised in France. It also entails acceptance of all new stipulations which may be imposed by circumstances, and of which the organiser reserves the right to notify, even verbally, the exhibitors in the interests of the event.

1.1.4. When it receives the application, the organiser will issue an invoice for 50% of the total gross fee as estimated in this document, excepting the corner fee 10%, payment of which must be received no later than 15 days after receipt. This payment, and all other partial or full payments of the fee stated in this document, will be non-refundable unless the application is rejected in accordance with the terms of paragraph 1.1.7.

1.1.5. The attendance fee stated in this document may be revised if the cost of materials, labour, transport, services, or fiscal and social insurance obligations are subject to a significant change in conditions of application between the date of issue by the organiser and the opening date of the event.

1.1.6. The goods, products or services displayed must be included in the items eligible for display listed in this document (paragraph 2.), to the exclusion of any other.

1.1.7. The issue of an application form will not constitute an invitation to exhibit. On receipt of the applications, the organiser will decide on qualification without being obliged to justify its decisions. Applications by businesses, the activities or products of which are not covered by paragraphs 1.1.1. and 1.1.6 above, and by any businesses which exhibited at an earlier event but were unable to honour contractual commitments to their commercial partners will be routinely refused. Refusal by the organiser of an application will entail refund of the deposit of 50% of the fee invoiced on receipt of the application, to the exclusion of any compensation for damages.

1.1.8. Shared stands. Should a stand be booked to exhibit the activities of several businesses, the organiser must be sent an application form for each business. The provisions of paragraph 1.1.7 will apply to each business individually, attendance by which may be refused by the organiser. This rule and all stipulations governing attendance at the event will be binding individually on the businesses exhibiting on the shared stand. The organiser of any shared stand undertakes to notify each exhibitor of the rules and to ensure that they are strictly observed. The organiser and each of its own exhibitors of the shared stand will be jointly and severally liable for any infringement of said provisions. They will also be jointly and severally liable for payment of any compensation for which they may be liable under these rules.

**1.2. Obligations and rights of the exhibitor, obligations and rights of the organiser of the shared pavilion and the exhibitors in the shared pavilion** (each of such exhibitors is hereinafter referred to individually as «the exhibitor»)

1.2.1. By sending an application to the organiser, the exhibitor undertakes to exhibit at the trade fair if the organiser accepts its application. No cancellation request by the exhibitor will be admissible.

1.2.2. The exhibitor may only exhibit goods, products or services in its exhibition space if they are listed in its application. It may not promote non-exhibiting businesses in any way whatsoever.

1.2.3. The balance of the fee will be payable on the due date of the invoice sent by the organiser. Said balance will also be due in the event of withdrawal of the exhibitor notified to the organiser after the payment date stated on the invoice.

1.2.4. Failure to pay by the stated due dates will entail cancellation of the right to use the allocated space.

1.2.5. Any delay in payment will entail the application of late payment penalties calculated under the conditions for which provision is made in Article 441-6 of the French Commercial Code and payment by the debtor of flat-rate compensation for collection charges set at 40 euros.

1.2.6. Assigning or sub-letting some or all of the space allocated is prohibited.

1.2.7. The exhibitors must observe the times of access to the exhibition hall.

1.2.8. Smoking outside the areas specifically set aside for that purpose is strictly prohibited.

1.2.9. Access to the event by children under the age of 12 is highly inadvisable.

### 1.3. Obligations and rights of the organiser

1.3.1. The organiser will set the dates and place of the event. The dates and place may be changed in the event of force majeure.

1.3.2. The exhibitor will entrust the organiser with assessment of whether the event should be suspended

or evacuated in the event of a threat to public safety, and undertakes not to lodge a complaint after the event.

1.3.3. The organiser will draw up a plan of the event and will allocate the space, taking as much account as possible of the wishes expressed by the exhibitors, the type of their goods and the layout of the stand which they propose to set up. It will reserve the right to modify the size and layout of the spaces requested by the exhibitor whenever it deems it necessary. Invoicing for the stand will be calculated according to the current rates for the stand allocated.

1.3.4. The organiser will be exempt from all liability concerning any loss whatsoever (including prevention of enjoyment and all commercial losses) which may be suffered by the exhibitors for any reason whatsoever, particularly any delay in opening, premature termination of the event, closure or destruction of the stands, fire, theft, damage and any type of accident whatsoever, etc.

1.3.5. The organiser will send the plans to the exhibitors on request. It will be the exhibitors' responsibility to ensure that they are appropriate before they are put into effect. The organiser cannot be held liable for any discrepancies which may emerge between the sizes stated and the actual dimensions of the space.

1.3.6. Should it become impossible to use the requisite premises, and in the event of fire, war, public nuisance or force majeure which render everything which has to be done for the event impossible, the organiser may cancel the applications received for space at any time, by writing to inform the exhibitors, who will not be entitled to any compensation or payment, whatever the reason for the decision.

1.3.7. Sales involving immediate on-site delivery to the purchaser will be prohibited.

## 2. Use of the space

### 2.1. Design - fitting out

2.1.1. The organiser will be responsible for the general design.

2.1.2. The exhibitors will create the specific design of the stands on their own responsibility, taking account of the rules issued by the organiser, which will be available to the exhibitors on request. Whatever the circumstances, the design must be in keeping with the general design. The exhibitors must have completed their installation and positioned the exhibited products by the day before the opening of the event.

2.1.3. Reservation of a basic stand will only be available for stands measuring 36m<sup>2</sup> and over. Should the reservation of a basic stand be requested, the exhibitor must submit its stand design plans no later than eight weeks before the trade fair opens. The organiser will provide its response within ten working days. Should the organiser not accept the stand design plans, it will allocate and invoice a stand fitted out in accordance with the conditions stated in this contract. The organiser will not be under any obligation to justify its refusal. Should the exhibitor fail to send the stand design plans, the organiser will allocate and invoice a stand fitted out in accordance with the conditions stated in this contract.

2.1.4. Any specific design which departs from the general provisions anticipated by the rules will only be permitted if written consent is granted on presentation of scale drawings or a model. The specifications relating to the building housing the event must be respected.

2.1.5. The organiser will reserve the right to arrange for removal or modification of installations which would spoil the general appearance of the event, disturb neighbouring exhibitors or visitors or which fail to comply with the drawing and model already submitted.

2.1.6. Any illuminated or acoustic advertising and any attraction, show or promotion must be submitted to the organiser for approval. The organiser may also withdraw such approval granted should neighbouring exhibitors be disturbed or hampered in their movement or display.

2.1.7. Each exhibitor or its representative will make provision for the shipment, receipt and dispatch of its packages and acknowledgement of their contents.

2.1.8. All packages must be unwrapped on arrival. Should the exhibitors or their agents not be present to receive their packages, the organiser may arrange for their compulsory storage, unwrapping or forwarding at the expense and risk of the exhibitors.

2.1.9. The exhibitors may not obstruct or encroach on the aisles or disturb their neighbours in any way.

### 2.2. Safety rules

2.2.1. The exhibitors will be obliged to respect the safety measures imposed by public authorities or which might be taken by the organiser.

### 2.3. Appearance of the stands

2.3.1. The appearance of the stands must be impeccable.

2.3.2. The stand must be manned by a responsible person at all times during opening hours for exhibitors and visitors to the event.

2.3.3. The exhibitors must not clear their stand or remove any of their products before the end of the event, even if its term has been extended.

2.3.4. Exhibited goods must not be covered during the opening hours of the event.

2.3.5. The organiser reserves the right to remove any cover from goods which infringes the preceding article, without

its liability being engaged for any loss or damage this may entail.

2.3.6. Exhibitors' employees may not solicit visitors in the aisles, causing congestion which would impede or expose neighbouring exhibitors to risk.

2.3.7. The organiser reserves the exclusive right to display notices at the event. Thus the exhibitor may only display its own corporate posters and brands on its own stand, to the exclusion of any others and within the limits of the instructions regarding general design.

2.3.8. Any circulars, brochures, catalogues, printed matter, free gifts or goods of any nature whatsoever may only be distributed on the exhibitor's own stand. No brochures about goods not on display may be distributed without the written consent of the organiser.

## 2.4. Photographs and recordings

2.4.1. Photographers will only be permitted to work at the event with the written consent of the organiser. A print of all photographs taken must be submitted to the organiser within five days of the end of the event. This authorisation may be withdrawn at any time.

2.4.2. Taking photographs, filming or making sound recordings at the event will be prohibited, except for cases anticipated in article 2.4.1. The organiser may seize or destroy all negatives, films and sound recordings made which infringe the above ban. The organiser reserves the right to confiscate any device used to create prohibited recordings.

2.4.3. Photographs will be taken and videos made on the site during the event on the initiative of the organiser. Such photographs and videos which may feature individuals on the stand, and any logos, brands and models displayed by the exhibitor on the stand, may be used for promotional purposes by the Messe Frankfurt GmbH group and any of its subsidiaries, as hard copy or on the Internet, which the exhibitor expressly accepts both on its own behalf and on behalf of its employees. Taking photographic images and making videos of certain goods on the stands may be prohibited on request by and at the behest of the exhibitors.

## 2.5. Dismantling

2.5.1. The exhibitor or its duly authorised representative must be present on the stand from the commencement of dismantling until complete clearance of the stand. Clearance of the stands and removal of goods, articles and specific decorations must be undertaken by the exhibitors within the period and schedule allowed by the organiser. After this period, the organiser may carry out the dismantling of the installations and disposal of abandoned items, without being obliged to reimburse their value to the exhibitor or to have them moved to a storage facility of its choice, at the exhibitor's expense and risk and without any liability for total or partial damage.

Failure by the exhibitor to observe the deadline for clearing the stand will authorise the organiser to claim payment for penalties for delay, damages and all costs incurred for clearing the stand.

## 2.6. Damage

2.6.1. Exhibitors must leave the space, décor and material made available to them in the condition in which they found them. Exhibitors will be liable for any damage caused by their installations or goods, whether to the equipment, building or footprint.

## 3. Official formalities

### 3.1. Insurance

As organiser of the event, Messe Frankfurt France S.A.S. has taken out civil liability insurance. The organiser has also taken out civil liability insurance for the account of each exhibitor. Said insurance expressly covers the exhibitor against the financial consequences of civil liability incumbent on it during the event, as a result of bodily harm, damage to property and intangible harm caused to third parties as a result of exhibiting at this event. The conditions of the insurance taken out by the organiser will be made available to the exhibitors on request.

However, under no circumstances may the organiser be held liable for personal loss or damage suffered by the exhibitors or for damage caused to the exhibitors by third parties. It will be incumbent on each exhibitor to subscribe insurance cover under a policy protecting its property or goods brought during the event and entrusted to it.

### 3.2. Customs and shipping

3.2.1. Each exhibitor will be responsible for completing customs formalities for property and products coming from abroad. The organiser may not be held liable for any difficulties which may arise regarding such formalities.

3.2.2. All shipping charges, customs duties and taxes are to be paid by the sender. The parcels for which the charges haven't been paid will not be accepted.

### 3.3. Intellectual property

3.3.1. The exhibitor will be responsible for safeguarding the intellectual property rights to the material or products which it is exhibiting, in accordance with current legislation (such as French patent applications). Such measures must be taken before display of the material or products in question. The organiser will not accept any liability whatsoever in this respect.

3.3.2. It is strictly forbidden to exhibit counterfeit products.



Any exhibitor infringing this ban and any exhibitor whose stand is subject to a counterfeit seizure operation by an authorised agency may be excluded immediately in accordance with the provisions of article 5 below.

### 3.4. International agreements governing labour

3.4.1. Exhibitors are reminded that working conditions, particularly regarding children and prisoners, are the subject of international agreements, compliance with which is a crucial condition for the organiser of the event.

### 3.5. Union of Authors

3.5.1. In the absence of any agreement between the Union of Authors and Composers of Music (SACEM) and the organiser, the exhibitors must contact SACEM directly if they use music within the event. The organiser will not accept any liability to SACEM in this respect.

### 4. Visitors

4.1. No-one may be admitted to the event without presenting a pass issued or approved by the organiser, which will reserve the right to refuse entrance to the event to anyone without stating reasons. The organiser will also reserve the right to expel anyone on the grounds of their behaviour.

4.2. Visitors will be obliged to comply with the safety rules, orders and police regulations issued by the authorities.

### 5. Application of the rules - Claims

5.1. Any infringement of the provisions of these rules may result in exclusion of the offending exhibitor solely at the wish of the organiser, even without the issue of a formal warning. This will expressly be the case for non-compliance of the layout, failure to comply with the safety rules, failure to man the stand, display of products which do not conform to those listed in the application, etc. Compensation will then be payable by the exhibitor as retributory or material damages suffered by the event. Such compensation will be at least equal to the cost of attendance which remains due to the organiser without prejudice to additional compensation which may be demanded. In this respect, the organiser will enjoy the right to retain the exhibited goods, and the movable or decorative items belonging to the exhibitor.

5.2. Complaints by the exhibitor against any other exhibitor or the organiser must be made away from the exhibition area open to the public and must not disturb the peace or the spoil the image.

5.3. In the event of a dispute or disagreement with the organiser, the exhibitor undertakes to submit its claim to the organiser by registered letter with proof of receipt, before undertaking any other proceedings. Any legal proceedings commenced within fifteen days of receipt of said letter will be inadmissible.

Under Article 2254 of the French Civil Code, the parties agree to set a limitation period of one year for any legal proceedings which may be instituted by the exhibitor against the organiser. This period will commence on the day after the last day of the trade fair.

5.4. In the event of a dispute, the courts of Paris will have sole jurisdiction. Only the French version of these rules will be authentic between the parties.

### 6. Publishing - Internet sites - Social networking

6.1. The exhibitor authorises the organiser to publish all information communicated to it regarding its operations on any communication medium issued for the event (e.g. trade fair guides and plans), and any medium intended to promote or advertise the trade fair, whether published as hard copy or distributed on Internet sites of the Messe Frankfurt group and/or on social networks.

6.2. The exhibitor will indemnify the organiser against any claim which may be made by third parties due to use by the organiser of material communicated to it by the exhibitor.

6.3. Under no circumstances will the organiser be liable for omissions, reproduction, typesetting or other errors which may occur in the exhibitor lists which it may wish to publish.

6.4. The Organiser processes the data of the Exhibitor or his staff in order to ensure the Exhibitor's presence at the exhibition, in the catalogue and on the website. Data subjects have a right of access, rectification, opposition and deletion of their personal data, as well as a right to limitation and a right to portability. They can also access the Organiser's Privacy Policy available [here](#).

### 8. Digital platform

"Messe Frankfurt S.A.S. is partnering with Foursource ([www.foursource.com](http://www.foursource.com)) for delivering a digital extension to the participation in TEXWORLD and AppareilSourcing Paris. The Foursource Terms & Conditions (see below) and the Foursource Privacy Statement (see below), as valid from time to time, apply for the Foursource "Professional" membership and Digital Extension."

"To deliver our services, data are exchanged between Messe Frankfurt S.A.S and Foursource ([www.foursource.com](http://www.foursource.com)). With the exhibitor application, the company name, contact person(s) and contact details are provided to Foursource to set-up or provide related support services in relation with the Digital Extension. Anonymized visitor statistics, usage data and tracking data are exchanged between Messe Frankfurt S.A.S and Foursource to create overall event statistics and to improve our services."

General Terms and Conditions for the use of the Platform

### FOURSOURCE:

#### 1. APPLICABILITY

These General Terms and Conditions («GTC») govern FOURSOURCE's business relationships with customers who sign up as Members on the Platform available under [www.foursource.com](http://www.foursource.com).

#### 2. DEFINITIONS

For the purpose of these GTC, the following terms shall have the meaning assigned to them below:

2.1 «Account» means Company Account or Individual Account, if applicable, including Subaccounts created under it, including all information visible on the Profile belonging to such Account.

2.2 «Buyers» are Members who registered as a buyer (i.e. chose an Account which enables them to buy textiles and garments) on the Platform.

2.3 «Company Account» shall mean a company Member's technical and legal access to the Platform.

2.4 «FOURSOURCE» shall mean FOURSOURCE Group GmbH, Torstraße 149, 10119 Berlin.

2.5 «Individual Buyer» shall mean a natural person Buyer.

2.6 «Manufacturers» are Members who registered as a manufacturer (i.e. chose an Account which enables them to offer textiles and garments on the Platform).

2.7 «Subaccount» shall mean a sub-account under a Company Account for single natural persons, which provides access to the Platform.

2.8 «Member(s)» shall mean any legal or natural person who has concluded an agreement regarding the use of the Platform with FOURSOURCE

2.9 «Platform» shall mean the online platform as provided by FOURSOURCE after a log-in under the domain [www.foursource.com](http://www.foursource.com).

2.10 «Profile» shall mean the information connected to an Account and visible to other Members or non-Members.

2.11 «Principal» shall mean any natural person or legal entity on whose behalf or for whose benefit Buyer, partly or completely, uses the Platform (e.g. if the Buyer is an employee of such entity or works for such entity as a freelancer, e.g. as a commercial agent or consultant).

2.12 «RFQ(s)» shall mean requests for quotations for garments or other textile products.

2.13 «User» shall mean someone who uses Website and has not yet registered as a Member.

2.14 «Website» shall mean [www.foursource.com](http://www.foursource.com), including all content and sub-domains thereunder.

#### 3. GENERAL PROVISIONS

3.1 Under its Platform, FOURSOURCE provides online tools and matching algorithms for promotion, getting in contact, business initiation and qualification, exchanging information, business management and marketing, as well as general market intelligence. Upon entering into a subscription agreement for the use of the Platform with FOURSOURCE, Members can connect over the Platform. FOURSOURCE will constantly develop and improve the services on the Platform to allow Manufacturers and Buyers to display their products on under their Profiles and to offer the manufacturing of products to Buyers and to allow brands, retailers and other buyers to display their demands on their Profiles and to request proposals for manufacturing.

3.2 The following terms and conditions apply between FOURSOURCE and Members relating to all services provided by FOURSOURCE to Members on the Platform. By subscribing for the Platform, the Member accepts these terms and conditions for the use. In these GTC, words in the singular include the plural and vice versa.

3.3 Terms and conditions deviating from these terms and conditions shall only apply if these are confirmed by FOURSOURCE in writing.

#### 4. ELIGIBILITY FOR MEMBERSHIP

4.1 The Platform is generally only available to Users who act in execution of their commercial or independent business activity (according to § 14 German Civil Code). Notwithstanding the previous sentence, Individual Buyers, who are employees and use the Platform as a tool to perform their duties under their employment agreements, may register on the Platform, even if they are considered a consumer (within the meaning of § 13 German Civil Code) under statutory law.

4.2 Manufacturers may only subscribe if they are verified garment manufacturers or manufacturing sub-contractors of such manufacturers, agents who act for such manufacturers may not subscribe.

#### 5. REGISTRATION PROCESS CONCLUSION OF THE SUBSCRIPTION AGREEMENT

5.1 FOURSOURCE offers different subscription models for Buyers and Manufacturers, these may be without subscription fee, with a predefined subscription fee or with an individually determined subscription fee. Details of FOURSOURCE's pricing policy are available under <https://foursource.com/pricing/>.

5.2 For subscription models without a subscription fee or with a predefined subscription fee, the User makes a binding offer to enter into a subscription agreement by filling out the online registration form available on the Platform (as the case may be, under the subscription fee indicated on the registration form). FOURSOURCE may accept such offer via email.

5.3 For fee-based subscription models whose amount is individually determined, the User may make a request to FOURSOURCE. FOURSOURCE may then make an offer to the User to enter into a subscription agreement for the Platform with a specific monthly or yearly subscription fee.

The Member may accept such offer within 14 days by e-mail or by fax or by completing the subscription process within the platform to conclude the subscription agreement.

5.4 All information indicated in the registration form, in particular contact information and information on whether the Member will use the Platform as Manufacturer or Buyer, has to be complete and correct. The Member has to inform FOURSOURCE immediately of any changes with respect to the information provided, in particular in terms of e-mail address and, in case of a fee-based subscription, billing and payment information.

5.5 In case a Member subscribed to a fee-based subscription model, and unless otherwise agreed, FOURSOURCE may invoice the monthly/annual fees plus any VAT if applicable in each case in advance. The Member is responsible for and shall ensure the payment of all local sales taxes applicable at the Member's place of business or any other indirect taxes levied upon the payments made to FOURSOURCE under the subscription agreement, except for VAT payable in Germany. The Member shall hold FOURSOURCE harmless against any such claims for taxes by local authorities at the Member's place of business. FOURSOURCE may assign its claims for subscription fees against a Member to its country-specific subsidiaries and/or collect such subscription fees via its country-specific subsidiaries.

5.6 FOURSOURCE has the right to suspend the Member's access to the Platform if there is sufficient reason to assume that the Member is in breach of these terms and conditions.

#### 6. ACCOUNTS AND CONFIDENTIALITY OF LOG-IN-DATA

6.1 For some subscription models, FOURSOURCE provides Members with the possibility to add additional Subaccounts under their Company Accounts, in order to enable the use of FOURSOURCE by its staff. The number of such Subaccounts is limited depending on the subscription type, as detailed under <https://foursource.com/pricing/>.

6.2 All log-ins are individualised and may only be used by the respective authorised Member. The Member is obliged to keep the log-in data strictly confidential and to protect them from unauthorised access by third parties. The Member is also responsible for the confidentiality of Subaccounts (e.g. its employees' log-ins) and shall instruct its personnel accordingly.

6.3 The Member shall inform FOURSOURCE without delay of any suspected unauthorised use of the log-in data. FOURSOURCE reserves the right to change a Member's or a Subaccount's log-in data and/or to deactivate an Account and/or Subaccount, if there are indications for an unauthorised access by third parties.

#### 7. USE AND FUNCTIONS OF THE PLATFORM

7.1 The Member may use the following functions of the Platform, if and to the extent they are part of the Member's subscription model (as available under <https://foursource.com/pricing/>).

7.2 The Platform's functionalities include a chat function, matching algorithms and the possibility to connect with other Members by using a follow-function. The Members may add information to their Profiles on the Platform. Manufacturers may share their products in the virtual show room on the Platform and Buyers have the possibility to specify the requirements of products they intend to buy.

7.3 Members are aware that the information provided on the Platform, e.g. information added to their Profiles and the virtual showroom are accessible for other Members of the Platform. By adding such information to the Platform, Member makes available such information to other Members of the Platform. Additionally, certain information provided by Manufacturers (such as their company name and scope of business) can also be accessed publicly by non-Members. FOURSOURCE does not show the full name of natural persons outside of the Platform.

7.4 Via the Platform, Members who are buyers can list or invite manufacturers not yet signed up on the Platform.

7.5 Additionally, Buyers can post specific RFQs on the Platform. Buyer hereby agrees and is aware that the reach of its RFQs extends beyond Members: RFQs are not only shown to Members of the Platform, but may also be forwarded to manufacturers who are not yet Members on the Platform (connected with an offer to sign up on the Platform). Additionally, parts of the RFQs may also be accessed publicly by non-Members. In case of such display of RFQs to non-Members, FOURSOURCE does not show the full name of natural persons outside of the Platform.

7.6 Buyers can use the platform to search for Manufacturers, filtered by different criteria. These search criteria are shown to Members of the Platform in connection with such Buyer's Profile. Additionally, a Buyer's search criteria are shown to manufacturers not yet listed on the Platform in connection with an offer to sign up on the Platform. In case of a display of search-criteria to non-Members, FOURSOURCE does not show the full name of natural persons.

7.7 The Platform provides a knowledge repository on which Buyers can bookmark Manufacturers and vice versa and manage information, such as visit reports, photos, notes, profiles, file uploads, in their Profiles.

7.8 Each Member is free to enter into agreements with other Members under its own conditions using the functionalities of the Platform. Each Member is solely responsible for any agreements entered into with other Members of the Platform. FOURSOURCE shall not become a party to any agreements between Members of the Platform and shall not be bound by agreements between Members. FOURSOURCE

is not responsible for the fulfilment of any agreements between Members of the Platform.

7.9 It is the sole responsibility of Members to gather information on other Members they enter into agreements with, e.g. relating to creditworthiness and signing authority. FOURSOURCE is not responsible for the accuracy or completeness of any information available over the Platform. In particular, FOURSOURCE is not responsible for any results leading to the suggestion of business partners by use of the search functionalities, recommendations or the matching algorithms.

7.10 FOURSOURCE reserves the right to change, amend or extend the content or structure of the Platform as well as the corresponding user interfaces, provided that the fulfilment of the purpose of the contract concluded with the Member is not or not considerably affected as a result.

#### 8. MEMBER'S GENERAL OBLIGATIONS AND LICENSE

8.1 The Member has to ensure that all information on its Account or shared via its Profile is correct and not misleading and does not violate the rights of third parties, in particular the rights of third parties in trademarks, design rights or rights in secret know how. Member shall ensure that its Account's entries and content uploaded on its Profile (such as company's and natural person's names, contact information, products available) are complete, correct and up to date.

8.2 By uploading content to the Member's Profile or sharing content on the Platform, the Member grants FOURSOURCE a non-exclusive, perpetual, worldwide right to use the content in particular to reproduce the content (according to § 16 UrhG – German Copyright Act) and make the content available to the public (according to § 19 a UrhG – German Copyright Act). The Member grants FOURSOURCE the right to use such content. In addition, the Member grants FOURSOURCE, for the term of this agreement, a non-exclusive, worldwide right to use the Member's company name and logo, and the brand name and brand logos of all of the Member's and its subsidiaries' brands which the Members has uploaded or shared on the Platform, as a reference for FOURSOURCE's services, in newsletters and for advertisement.

8.3 The Member shall instruct all its staff who use Member's Company Account, or, if applicable, all staff who have created Subaccounts under a Company Account or have access to such log-in information, to comply with these terms and conditions.

8.4 The Member shall be obliged

a) to implement and maintain regular data backups of information which is of commercial and/or legal importance for the Member during the entire term of the contract;

b) to ensure the careful handling of log-in information and ensure that no unauthorized person gains access to the log-in information;

c) to cooperate with FOURSOURCE, to the extent necessary to investigate and prevent unauthorized access to the Platform;

d) to use the Platform exclusively for the purpose to enable a connection between Members for commercial purposes.

8.5 Member warrants that it complies with the FOURSOURCE Code of Conduct under <https://foursource.com/code-of-conduct/> in the latest relevant version. The Member undertakes to refrain from any activities which endanger the performance of the Platform or disturb other Members. The Member refrains from using crawlers to gather data from the Platform and accessing data which the Member is not entitled to use or to share the data provided on the Platform or by other Members with third parties who are not a Member of the Platform for commercial purposes.

Members shall ensure that the information and data published or uploaded by it on the Platform does not contain any malware such as trojans, viruses and similar software. The Member is obliged to compensate FOURSOURCE for any damages and to hold FOURSOURCE harmless from any third party claims resulting from the non-compliance with these obligations.

#### 9. ADDITIONAL OBLIGATIONS REGARDING SUBACCOUNTS

If a Member's subscription enables creating additional Subaccounts, it is the Member's sole responsibility to ensure that the use of Subaccounts by any of its natural person agents (such as employees, managing directors, freelancers) complies with applicable law.

In particular, Member warrants that it is entitled towards such persons to

a) instruct or allow them to use the Platform, in particular, under employment law;

b) process or let them process their personal data upon registration process and during the use of the Platform, in particular, under data protection and telecommunications law.

#### 10. ADDITIONAL OBLIGATIONS FOR INDIVIDUAL BUYERS WHO ACT FOR OTHER ENTITIES

If an Individual Buyer acts not for him/herself, but for a Principal, the following additional obligations apply: it is the Individual Buyer's sole responsibility to ensure that he or she is legally allowed to use the Platform vis-à-vis such Principal and to comply with any contractual and statutory obligations towards such Principal. In case this is not possible, the Individual Buyer may ask his or her Principal to conclude a Company subscription under FOURSOURCE's Company GTC.

10.2 In particular, an Individual Buyer acting for a Principle must ensure that

a) he or she does not upload any content of a Principal visible to other Members of the Platform, if such content is subject to confidentiality obligations;

b) he or she has the legal power to grant the licenses under Section 8.2 to FOURSOURCE for any content on the Platform concerning the Principal;

c) he or she does not upload any content of a Principal if this is prohibited under intellectual or industrial property rights law;

d) in case he or she enters into agreements with other Members on the Platform on behalf of a Principal, he or she has the legal power to do so, and, in case he or she works for several Principals, he or she provides transparent information vis-à-vis other Members of the Platform on which Principal's behalf he or she acts.

10.3 In case the legal relationship of an Individual Buyer to a Principal ends, Buyer is solely responsible to delete any information on the Platform which he or she was only entitled to upload or publish under such relationship, or to ensure vis-à-vis his or her Principal that he or she may continue using such information, in particular if such information constitutes protected know-how of the Principal.

10.4 In case an Individual Buyer's Principal changes (e.g. if such Buyer is an employee who changes employers), Buyer updates his or her Profile accordingly.

10.5 If necessary in order to fulfil the obligations under this Section 8 and, if applicable, 9, or to separate information concerning different Principals, Individual Buyers may maintain several Accounts on the Platform.

10.6 In case Individual Buyer uses Platform for the benefit of a Principal, such Individual Buyer's general obligations under Sections 8 and, if applicable, 9, apply to any information and content shared on its Account on behalf of Principal accordingly. With regard to Section 8.4, the Individual Buyer warrants that his or her Principal complies with FOURSOURCE's Code of Conduct.

10.7 Unless an Individual Buyer informs FOURSOURCE otherwise, FOURSOURCE assumes that all information on his or her Profile is the Individual Buyer's own information or has been authorized by its Principal. FOURSOURCE may update such information in accordance with Section 11.

#### 11. SUBACCOUNT UPDATES

11.1 Member hereby agrees that FOURSOURCE may, on behalf of Member, update information on Member's Profile, if Member directly sends such information (e.g. company presentations, lists of equipment used, scans of regulatory certificates) to FOURSOURCE which complements, obviously contradicts, or is more up-to-date than, current information on Member's Profile (e.g. if Member supplied a new version of a manufacturing certificate or informs FOURSOURCE of additional equipment bought).

11.2 FOURSOURCE may access public registers (such as the commercial register, customs information, information provided by non-governmental organisations or databases concerning compliance certificates), or request information from third party providers (such as credit scoring agencies). FOURSOURCE may use such supplementary information to (i) complement or update a Member's Profile, (ii) link such information to a Member's Profile or (iii) validate the entries on a Member's Profile visibly for other Members (for example, by adding a checkmark to such verified information).

11.3 FOURSOURCE may ask Members to correct, or directly correct, obviously wrongly information on a Member's Profile (such as wrongly tagged photos in a Member's virtual showroom).

11.4 FOURSOURCE is not obliged to provide such updates of Profiles. Member may inform FOURSOURCE if such information is incorrect and FOURSOURCE will reverse the changes in due time.

#### 12. LIABILITY OF PLATFORM OPERATOR

12.1 FOURSOURCE shall be fully liable for wilful intent and gross negligence and any harm to body, life and health caused by intent or negligence by FOURSOURCE, its representatives or other assistants. For slight negligence FOURSOURCE shall be liable only in case of infringement of essential contractual obligations. The liability in case of infringement of such essential contractual obligation shall be limited to the damages typical for the contract which FOURSOURCE should have expected when entering into the agreement due to the circumstances known to FOURSOURCE at that time.

12.2 The limitations on liability set out above shall apply accordingly to FOURSOURCE's employees and other assistants or agents.

12.3 To the extent the Platform offers options to redirect to databases, websites, services etc. of third parties, for example through links or hyperlinks, FOURSOURCE shall neither be liable for the accessibility, existence or security of such databases or services nor for its contents. In particular, FOURSOURCE shall not be liable for the legality, accuracy and completeness of such third party services.

12.4 To the extent the Platform incorporates information from third party providers (for example via an API call), FOURSOURCE shall neither be liable for the accessibility, existence or security of such databases or services, nor for their contents.

#### 13. THIRD PARTY CONTENTS, DATA SECURITY, CONFIDENTIALITY

13.1 The Members must not publish content which infringes statutory provisions, official orders or common decency. In addition, Members must not publish content which infringes rights, in particular copyrights and trademark rights, of third parties.

13.2 Except as set out in Section 11, FOURSOURCE does not review content provided by the Members to the Platform and declines any responsibility for such content.

13.3 FOURSOURCE reserves the right to remove any contents if such content violates the applicable statutory law or if FOURSOURCE has reasons to believe that the content violates the rights of other Members or third parties.

13.4 The Member holds FOURSOURCE harmless against all claims third parties may have due to the infringement of their rights or statutory violations.

13.5 FOURSOURCE's servers are secured by industry standard technology, in particular firewalls and/or encryption; however, the Members are aware that there is a risk for all Members of the Platform that data transmitted may be intercepted. This also applies to the integrated messaging system and all other transfers of data. Thus, confidentiality of the data transmitted while using the Platform cannot be guaranteed.

13.6 FOURSOURCE implements economically reasonable measures to reduce downtimes of the Platform to a minimum. However, as any technical system, there can be downtimes of the Platform due to software bugs, maintenance, upgrades etc. The Member is responsible for the implementation of measures to ensure that temporary downtime does not affect the Member's business operations.

13.7 FOURSOURCE keeps all information provided by its Members and which is designated as confidential information strictly confidential and only uses such information in accordance with these terms and conditions. This does not apply to information that

a) is lawfully known by FOURSOURCE at the time of receipt and not through a prior disclosure by FOURSOURCE,

b) is at the time of disclosure or thereafter becomes published or otherwise part of the public domain without breach of this agreement by FOURSOURCE, or

c) is substantially disclosed to FOURSOURCE by a third party who is not under an obligation to maintain the confidentiality of the information.

FOURSOURCE uses high encryption standards to ensure confidentiality of critical data provided to FOURSOURCE.

FOURSOURCE has the right to disclose information in case and to the extent FOURSOURCE is legally obliged to.

13.8 The content provided by Members on the Platform is accessible to other Members of the Platform. FOURSOURCE does not make such content accessible to third parties which are not Members of the Platform except (i) in order to provide the Platform's information and invitation functionalities as provided for under Section 7, or (ii) in case FOURSOURCE assigns essentially all parts of the Platform to a third party or (iii) in case FOURSOURCE uses such content for references or advertisements as set out in Section 8.2. However, Members are aware that FOURSOURCE cannot prevent other Members of the Platform from sharing such content with third parties.

#### 14. TERM

The initial term starts with the acceptance of the subscription agreement according to Section 5. The term of the subscription is unlimited, unless terminated as detailed below.

In case of a subscription model without fees, a Member can terminate its subscription at any time without cause by deleting his or her account or sending FOURSOURCE an email. Due to technical reasons, it may take up to thirty (30) days until Member's profile is fully deleted from the Platform and not visible to other Members anymore after such termination.

In case of a subscription model based on fees, Member can terminate its subscription without cause to the end of each month with a one month's period of notice.

14.4 Each party shall have the right to terminate this agreement for good cause without a notice period. A good cause for FOURSOURCE is in particular:

a) the breach of provisions of these terms and conditions or the Code of Conduct by a Member (or, in case of Individual Buyer acting for a Principal, a false warrant regarding the Principal's fulfilment of the Code of Conduct), which are not remedied within a deadline set;

b) criminal activities by a Member or the attempt of such criminal activities, for example fraud;

c) if the Member is in default of payment as regards the payment to be made pursuant to Section 5 for more than six weeks;

d) long-term operational disruptions as a result of force majeure beyond the control of FOURSOURCE, such as natural disasters or fire.

The notice of termination must be made in writing, or, if available, by using the termination procedure in the Member's account area on the Platform. Transmission by e-mail or fax is sufficient.

14.6 The right to a withdrawal with the consequence that mutually received benefits must be returned (Rücktritt) is excluded.

14.7 In case the Member paid subscription fees in advance, the statutory provisions about refunds shall apply.

#### 15. AMENDMENT OF THE TERMS AND CONDITIONS FOR USE

15.1 FOURSOURCE shall inform the Member of amendments of these terms and conditions in writing, by fax, by e-mail or by a message displayed to Members when logging in to the Platform. If the Member does not object to such amendments within a period of two weeks after receipt of the notice, the amendments shall be deemed agreed. FOURSOURCE shall inform the Members separately of their right of objection and the legal consequences of silence in case of amendment of the terms and conditions.

15.2 If the Member objects to the amendment of the terms and conditions FOURSOURCE has the right to terminate the subscription agreement with two weeks' notice.

#### 16. LAW AND VENUE

16.1 If a Member concludes and performs the obligations under its subscription in execution of their commercial or independent business activity (according to § 14 German Civil Code), the following shall apply:

a) All disputes arising out of or in connection with this contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law.



- b) The arbitral tribunal shall be comprised of a sole arbitrator.
- c) The seat of the arbitration is Berlin, Germany.
- d) The language of the arbitration shall be German, if the Buyer speaks German, and otherwise English.
- e) The rules of law applicable to the merits shall be German.
- f) The Parties agree that the arbitration shall be conducted as Expedited Proceedings and that Annex 4 of the DIS Arbitration Rules shall apply.

Else, if a Member is considered a consumer (within the meaning of § 13 German Civil Code), the following shall apply:

a) The place of jurisdiction shall be as determined by statutory law.

b) All disputes, controversies or claims arising in connection with or relating to this agreement or its validity or a breach hereof shall be governed by the Law of the Federal Republic of Germany excluding its conflict of laws rules and the UN Convention on the International Sale of Goods.

c) If you are using the services provided under this website as a registered user, are a consumer within the meaning of § 13 German Civil Code and reside within the European Union, the following applies: The European Commission provides a platform for out-of-court online dispute resolution (OS platform), which can be accessed at [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr). Consumers can find FOURSOURCE's e-mail address in our imprint ([www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr)). FOURSOURCE is neither obliged nor willing to participate in the dispute resolution procedure.

#### 17. MISCELLANEOUS

17.1 Except with the prior written consent of FOURSOURCE, a Member may not transfer any rights and obligations under this agreement to third parties. Member will consent to any future transfer of this agreement to a company affiliated with FOURSOURCE.

17.2 If a Member acts in execution of their commercial or independent business activity (according to § 14 German Civil Code), it may invoke set-off or exercise a pledge or right to retain only if the claims made have been acknowledged by FOURSOURCE or have been adjudicated in court with legal effect.

The Foursource Privacy Statement:

#### 1. DEFINITIONS

For the purposes of this Privacy Policy, the following definitions shall apply:

1.1 «Account» means Company Account or Individual Account.  
1.2 «Company Account» shall mean a company Member's technical and legal access to the Platform, under which single Profiles can be created.

1.3 «Buyers» are (i) Members who signed up to buy textiles and garments or (ii) users who have a Profile under such Members' Accounts.

1.4 «FOURSOURCE» shall mean FOURSOURCE Group GmbH, Torstraße 149, 10119 Berlin.

1.5 «Individual Account» shall mean a natural person Member's technical and legal access to the Platform.

1.6 «Manufacturers» are (i) Members who manufacture textiles and garments or (ii) users who have a Profile under such Members' Accounts.

1.7 «Member» shall mean any natural or legal person (Buyer or Manufacturer) who has directly entered into a subscription agreement about the use of the Platform with FOURSOURCE.

1.8 «Platform» shall mean the Members-only platform enabling Registered Users to connect and exchange information and find suitable business partners operated by FOURSOURCE and accessible under the domain [www.foursource.com](http://www.foursource.com).

1.9 «Profile» shall mean a sub-account under a Company Account for single natural persons, which provides access to the Platform.

1.10 «Registered User» shall mean any Member who is a natural person; or any natural person who works for a Member and has, under such Member's company Account, created his or her own Profile.

1.11 «RFQ» shall mean a request for quotation on the Platform for quotation on textile products or garments. RFQs contain mandatory information (such as a key-word, product categories and product details) and optional information (such as uploaded files, and further specifications).

1.12 «Website» shall mean [www.foursource.com](http://www.foursource.com), including all content and sub-domains thereunder.

#### 2. BACKGROUND AND SCOPE OF PRIVACY POLICY

2.1 FOURSOURCE ("we" or "us") operates the Website and thereunder, provides access to a Members-only Platform addressed to manufacturers, brands, retailers and other buyers of textiles, garments, fashion and lifestyle products.

2.2 FOURSOURCE protects the privacy of all Website and Platform Users and strictly complies with all applicable data protection provisions, including the European General Data Protection Regulation (Datenschutzgrundverordnung) ("GDPR") and the German Telemedia Act (Telemediengesetz).

2.3 The following privacy policy informs about the processing of data that occurs towards Registered Users or during registration of other Members (see Sections 3-8), as well as about any data processing that happens independent of your registration or login (see Sections 8-9).

#### 3. PROCESSING OF DATA DURING REGISTRATION, ACCOUNT/PROFILE COMPLETION AND UPDATES

3.1 When you register for the services on the Platform, complete your Account/Profile or change such information, FOURSOURCE stores the information you insert about you, and your company as follows:

3.2 Individual Accounts. If you register or change or complete an Individual Account, such data includes:

a) contact information, such as your name, your job title, gender,

the country you reside in, phone number, your email address, the new password (you choose), and, if your subscription is fee-based, your billing information,

b) information about your company or the company you act for, for example the company's name, website, minimum order quantity, revenue per year, number of employees, target group, segment, product group, certification requirements, brands you work for and brands with similarities to your sourcing needs,

c) additional Profile information, such as a Profile picture.

3.3 Company Accounts. If you work for a company and create a Company Account, such data includes your name, your job title, gender, the country you reside in, phone number, the name of the Company subscribing, and your e-mail address, and, if the company's subscription is fee-based, the company's billing information.

3.4 Individual Profiles. If you create/change a Profile under a Company Account, you must provide FOURSOURCE with your name, gender, job title, your email address and may provide a profile picture.

3.5 Conversion Tracking Information. If you register an Individual Account or Company Account, we may save information about how you responded to our advertisements before signing up in connection with such account. For details please see below under Section 9.7.

#### 4. VISIBILITY OF YOUR ACCOUNT/PROFILE INFORMATION AND ACTIVITY ON THE PLATFORM

4.1 FOURSOURCE's service aims at providing a network and potential business contacts for its Members. It therefore generally enables (i) Manufacturers to contact Buyers and vice versa through a chat function and follow-function, (ii) Buyers to search for Manufacturers and vice versa (iii) Buyers to post RFQs and Manufacturers to view and answer to such RFQs.

4.2 Visibility within the Platform. In order to allow Buyers and Manufacturers to exchange information as quickly as possible and to enable them to match with business partners quickly and efficiently, it is vital that relevant information on the Platform is visible quickly among Registered Users. Therefore, the information about you and your activities is visible to other Registered Users of the Platform as follows:

a) Searchability of Accounts and Profiles: Buyers can only search for Manufacturer's Accounts and vice versa. They cannot directly search for single Profiles or names. However, single Profiles or names can be accessed if one searches for an Account and manually clicks on a Profile/name.

b) Account/Profile Information. If you are a Buyer, Manufacturers can view the information you inserted or uploaded on your Account or Profile. They will also be notified if you change or update such information. In turn, if you are a Manufacturer, Buyers can view the information you inserted or uploaded on your Account or Profile. They will also be notified if you change or update such information.

c) RFQs: Buyers can post RFQs, in which they can, inter alia, define the product categories and countries of manufacturers they search for. Such RFQs are visible to all Manufacturers who fulfil certain predefined criteria, such as the selected product category and country requirements. Manufacturers can then contact Buyers regarding these RFQs.

d) Search Criteria: Buyers can search for Manufacturers. The search criteria are visible as a live-ticker towards Manufacturers who match the search criteria and/or are selected by matching algorithms. In connection with the search criteria, Manufacturers can see your name and your company's name and may contact you under your Individual Account or Profile.

4.3 Manufacturers' Visibility outside the Platform. Certain information provided by a Manufacturer on its Account (such as its company name and scope of business) can also be accessed publicly by non-Members. FOURSOURCE does not show the full name of natural persons outside of the Platform.

4.4 Buyers' Visibility outside of Platform. If you are a Buyer, FOURSOURCE helps you to maximize the reach of your requests. To this end, certain content on the Platform can be viewed by manufacturers who are listed, but not yet registered on the Platform and match your criteria:

a) RFQs: Listed manufacturers who are not Members can see limited parts of your RFQs (i.e., the country you are registered for and the product categories you inserted). Once they register, they can view all information of your RFQ and contact you regarding an RFQ once they registered.

b) Search criteria: Listed manufacturers who are not Members can see your search criteria without reference to your specific Account or Profile. Once they sign up, they can see your Profile/Account information and may contact you. FOURSOURCE does not show the full name of natural persons outside of the Platform.

#### 5. MESSAGES IN RELATION TO PLATFORM USE

In order to keep Registered Users informed about relevant activities on the Platform, FOURSOURCE messages Registered Users in connection with its services. Such messages are delivered by email as well as on-Platform and contain, for example, instructions on how to set up an account or interact with other Registered Users, notifications on activities on the Registered User's account (such as messages by other Registered Users) or recommendations for business contacts.

#### 6. LEGAL BASIS FOR DATA PROCESSING OF REGISTERED USERS

6.1 If you are a Member, or a person who helps to register Members, the legal basis of data processing as described under Sections 3-5 is Art. 6 para. 1, lit. b) GDPR (entering into and performance of a contract).

6.2 If you are an employee or other person acting on behalf of a Member (e.g. you work for a company who subscribed to the Platform as a Member), the legal basis of such processing is based on your consent towards your employer/principal

according to Art. 6 para. 1, lit. a) GDPR or the legitimate interests of your employer/principal according to Art. 6 para. 1 f) GDPR. If in doubt, please refer to your employer/principal's privacy policy.

#### 7. NEWSLETTERS

7.1 As a Member, we automatically include you in our newsletter mailing list. As a non-Member, we send newsletters only if you signed up for them by giving us your contact details. The purpose of sending such newsletters is to inform you about latest developments, platform & feature updates and to provide relevant information about the market and instructions on how to use the Platform.

7.2 We use the third-party provider "MailChimp" to send such newsletters. MailChimp is provided by Rocket Science Group, LLC, 675 Ponce De Leon Ave NE #5000, Atlanta, GA 30308, USA. MailChimp may receive your identification and contact data (name, date of birth, gender, general, occupation or other demographic information, address, title, contact details, including email address), as well as IT information (IP addresses, usage data, Cookies data, location and browser data). Such information is stored and processed on MailChimp's servers in the US. Such data transmission is allowed under the EU commission's decision about the adoption of the EU-US data protection framework "Privacy Shield" (<https://www.privacyshield.gov/welcome>). MailChimp is certified under this EU-US Privacy Shield Framework. In connection with the performance of its services for us, MailChimp's newsletters employ the use of Cookies (see below), unique identifiers, web beacons and similar tracking technologies («Tracking Technologies»). Such Tracking Technologies are only used in order to provide you a more personalized newsletter. For details, see MailChimp's privacy policy (<https://mailchimp.com/legal/privacy/>) and Cookie statement (<https://mailchimp.com/legal/cookies/>).

7.3 As a Member, the legal basis of processing your data in order to send you newsletters are our legitimate interests according to Art. 6 para. 1, lit. f) GDPR. As a non-Member, the legal basis of processing your data in order to send you newsletters is your consent according to Art. 6 para. 1, lit. a) GDPR.

#### 8. PROCESSING OF DATA IN CASE OF COMMUNICATION TOWARDS US

8.1 Due to our statutory obligation under § 5 para. 3 of the German Telemedia Act (Telemediengesetz), the Website contains information which makes it possible to contact us quickly in electronic form and to directly communicate with us. If you decide to contact us, for example via e-mail or via the contact form, the personal data you transmitted is automatically stored in order to process your request. The data you communicated will not be transferred to third parties. It will only be stored as long as we need to deal with your request (e.g. to answer your question), but minimally as long as we are legally obliged to store such data.

8.2 The legal basis for such processing and storage is Art. 6 para. 1, lit. c) GDPR.

#### 9. WEBTRACKING

9.1 Use of Log Files in Case of Errors. When you visit the Website, FOURSOURCE collects the following usage data upon a crash or other malfunction of the Website and sends them to an internal logfile: anonymized IP address, browser information, computer information, network information. FOURSOURCE uses such data only to detect or to eliminate errors which prevent the Website from operating properly.

9.2 Use of Cookies. FOURSOURCE also collects information on the use of the Website by using the browser Cookies from the third-party providers Google Analytics and Hotjar. FOURSOURCE only uses these two types of Cookies. Browser Cookies are small text files stored on the user's data storage medium, which save the specific settings and data exchange via the browser. A Cookie typically contains the name of the domain from which the Cookie has come, information on the age of the Cookie and alphanumeric identifiers. Cookies help FOURSOURCE to identify the user's device and to immediately make available possible preferences. When you access the Website, a Cookie is transmitted to your hard disk of the computer or the mobile device. Cookies help FOURSOURCE to improve the Website and offer better services by making the services more user-friendly.

9.3 The Cookies used by FOURSOURCE may save the following data on the use of the Website:

- a) device's IP address (captured and stored in an anonymized format)
- b) device screen resolution
- c) device type (unique device identifiers), operating system, and browser type
- d) geographic location
- e) preferred language used to display the Website
- f) mouse events (movements, location and clicks)
- g) keypresses
- h) referring URL and domain
- i) pages visited
- j) geographic location (country only)
- k) date and time when Website pages were accessed.

9.4 There will be no reference to the name of an individual user, but a reference to an identification number pertaining to the Cookie ("Cookie-ID"). In case the user does not consent to the use of browser Cookies, the user can change the browser settings, so that a storage of Cookies will not be accepted.

However, the Website may not function properly and/or some features may not be available in that case.

9.5 Google Analytics. In more detail, FOURSOURCE uses Google Analytics, a web analytics service provided by Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland. We use Google Analytics in the form of the «universal analytics»

function provided by Google, i.e. the analysis of data from your use of our Website is based on a pseudonymous user ID and pseudonymous profile which extends to various devices you use (so-called «cross-device tracking»). The information generated by Google Analytics' Cookie about your use of the Website (including your IP address) will first be stored on a server of Google within the European Union or the European Economic Area and will then be transmitted to and stored by Google on servers in the United States. Please note that on this Website, Google Analytics code is supplemented by "anonymizelp" to ensure an anonymized collection of IP addresses (so called IP-masking). Google therefore anonymizes the last octet of the IP address. Only in exceptional cases, the full IP address is sent to and shortened by Google servers in the USA. Such data transmissions are allowed under the EU commission's decision about the adoption of the EU-US data protection framework "Privacy Shield" (<https://www.privacyshield.gov/welcome>). Google is certified under the EU-US Privacy Shield Framework. On behalf of the Website provider Google will use this information for the purpose of evaluating your use of the Website, compiling reports on Website activity for Website operators and providing other services relating to Website activity and internet usage to the Website provider. Google will not associate your IP address with any other data held by Google. You may refuse the use of Cookies by selecting the appropriate settings on your browser. However, please note that if you do this, you may not be able to use the full functionality of this Website. Furthermore you can prevent Google's collection and use of data (Cookies and IP address) by downloading and installing the browser plug-in available under <https://tools.google.com/dlpage/gaoptout?hl=en-GB>. You can refuse the use of Google Analytics by clicking on the following link. An opt-out Cookie will be set on the computer, which prevents the future collection of your data when visiting this website: <https://tools.google.com/dlpage/gaoptout?hl=en>. Further information concerning the terms and conditions of use and data privacy can be found at <http://www.google.com/analytics/terms/gb.html> or at [https://www.google.de/intl/en\\_uk/policies/](https://www.google.de/intl/en_uk/policies/). Google automatically deletes all information collected within 14 months

**9.6 Use of GoogleAds and Conversion Tracking without Sign-Up.** We also use Google's online marketing tool «GoogleAds». Via GoogleAds, we place advertisements («ads») within Google's «Display Network» (i.e. such ads are shown above your Google search results when you use Google, or on websites of third parties which are partners within Google's advertisement network). Such ads are personalized, i.e. shown to users who are more likely to be interested in them. This includes personalization for remarketing purposes, i.e. ads are more likely shown to you if you have formerly been interested in online offers similar to our products. To this end, when you visit any website within the Google Display Network, Google integrates a code on such websites (so called «web beacons»). With their help, a Cookie or a similar technology will be placed on your device. At the same time, we receive an individual «conversion Cookie». With this conversion Cookie, Google prepares conversion statistics for us, enabling us to see how many users have clicked on an ad we placed and how many of these users then performed an activity which we defined beforehand (such as clicking on certain subpages on our Website, e.g. signing up, signing up for a newsletter, viewing promotional videos, following our social media channels, or contacting us via our website through chat or e-mail). To enable this, we equip the subpages which we want to count as a conversion activity with a «conversion tag» provided by Google. We do not see your identity when using Google's conversion tracking (Certain information may, however, be stored if you sign-up to create an Account or successfully create an Account. For more information on this, please see Section 9.7 below.) Data relevant for displaying such ads and subsequent conversion tracking is processed pseudonymously by Google and its partners, i.e. Google does not store or process data such as your name or email address, unless you have expressly permitted Google to do so. For more information about Google's use of Cookies in advertising, please visit <https://policies.google.com/technologies/ads?hl=en>. You can manage your ad settings within the Google services on your Google account (<https://adssettings.google.com/authenticated?hl=en>). Also, you can manage cookies in the settings of the web browser you use.

We use GoogleAds and its personalization to show ads only to users who are potentially interested in them. Conversion tracking allows us to find out which ads users found interesting and therefore, to improve them.

**9.7 Use of Ad Tracking Data after Sign-Up.** We also may add so-called UTM-referrer-codes to the ads that we place via GoogleAds. They enable us to see which ad led you to the sign-up page. If you sign up successfully, we may save the previously pseudonymized information we received about your online behaviour via the conversion tracking under Section 9.6 (such as source, medium, campaign, term, content, channel and ad group) in connection with your user Account on the Platform. This allows us to find out which ads our Members found interesting and therefore, to improve our ads and our Platform. We will delete this additional information from your Account within 14 months after you signed up.

**9.8 In-Platform Tracking.** When you visit the Website and log in as a Member, FOURSOURCE collects the following usage meta data:

- a) login-times and frequencies,
- b) number of messages sent and received,
- c) mouse or keypress events (movements, location and clicks),
- d) subpages, Accounts and profiles visited.

FOURSOURCE uses such meta data in order to improve the Platform experience and its features, as well as to eliminate

errors which prevent the Platform's functions from operating properly.

**9.9 Legal basis.** The legal basis for webtracking and subsequent processing of personal data under this Section 10 are our legitimate interests according to Art. 6 para. 1, lit. f) GDPR.

#### 10. OBLIGATIONS TO PROVIDE DATA

The aforementioned processing of data results from your membership, your use of the Website, opting-in for a newsletter or contacting us. In order to create an Account or Profile on the Platform, some of the data listed under Section 3 must be provided (such data is indicated with an asterisk in the registration form). The use of some of the Platform's functions makes data processing necessary as detailed in Sections 4-Fehler! Verweisquelle konnte nicht gefunden werden.. Other than that, you are neither contractually nor statutorily obliged to provide any data to FOURSOURCE.

#### 11. YOUR RIGHTS UNDER THE GDPR

**11.1** Under the EU General Data Protection Regulation, you are entitled to

- a) request which data FOURSOURCE processes and stores. However, in cases where we only stored anonymized use profiles (such as the ones generated by the use of webtracking), we cannot match such profiles with your individual details such as your name or address. Therefore, we can only fulfil your request if you grant us the information necessary to conduct such matching. We will inform you if fulfilment of your information request is only possible with such further information;
- b) request – under the statutorily required preconditions – the completion, correction or deletion of your data;
- c) receive the necessary data in a structured, common and machine-readable format as far as processing of your data is based on consent towards or fulfilment of a membership agreement with FOURSOURCE; and
- d) withdraw your consent to process your data granted towards FOURSOURCE (e.g. the consent to receive newsletters) by contacting us via the contact details shown below;
- e) withdraw any consent regarding the use of the Platform granted towards your employer or principal by contacting them;
- f) object to any processing of data which is based on Art. 6 para. 1 lit. e) or f) GDPR (e.g. in the case of webtracking), as far as the requirements of Art. 21 para. 1 GDPR are met (i.e. on grounds relating to your particular situation).

**11.2** You have a right to file a complaint with a data protection authority. The data protection authority competent for FOURSOURCE is the Commissioner for Data Protection in Berlin (<https://www.datenschutz-berlin.de/>).

#### 12. INFORMATION AND CONTACT

You can contact FOURSOURCE under FOURSOURCE Group GmbH, Torstraße 149, 10119 Berlin, under the email address [support@foursource.com](mailto:support@foursource.com), or by using the form available under <https://www.foursource.com/contact>.

The current specific rule sets out the applied conditions of performance of services provided to the exhibitor by the organiser. Should there be any omissions, the supplementary conditions of the General Rules for Commercial Events (RGM/C/2015) published by UNIMEV (the French Meeting Industry Council, the professional organisation of which the organiser is a member) will apply.

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