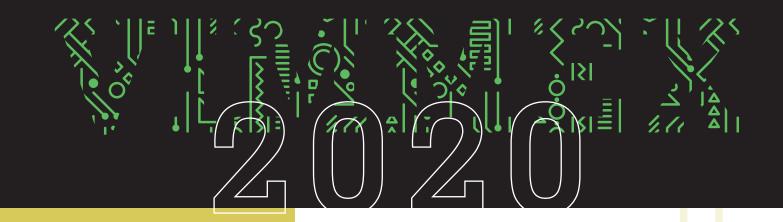


# 17-19 NOVEMBER 2020

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WHO?

WHAT?

WHEN?

WHERE?

WHY?

Polish Mining Chamber of Industry and Commerce www.giph.com.pl

Virtual International Mining Expo VIMMEX 2020

17-19 November 2020

www.vimmex.pl

- Has another fair been delayed or cancelled?
- Is it impossible to reach the fair venue?
- Are you not fed up with high participation costs?
- Are you affraid of SARS-COV-2?
- Would you like to ensure the maximum safety of your employees?

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# THE FIRST VIRTUAL INTERNATIONAL MINING EXPO!

SAVE TIME & MONEY!

MINIMALIZE THE RISK OF INFECTION!

BECOME A PART OF THIS INNOVATIVE PROJECT!

CONTACT

Polish Mining Chamber of Industry and Commerce

Mrs. Agata Zielinska, Office Director e-mail: biurozarzadu@giph.com.pl

Phone: +48 32 757 32 52 GSM: +48 661 708 750



POLAND



# **PARTICIPATION AGREEMENT**

## VIRTUAL INTERNATIONAL MINING EXPO

**VIMMEX 2020** 

17-19 November 2020

EXHIBITOR	
Company name:	
	Tax Identification Number:
Represented by:	
1	
2	
ORGANIZER	
at ul. Kościuszki 30, 40-048 Katowice, registered by t	hing Chamber of Industry and Commerce), with its registered office he District Court for Katowice-Wschód in Katowice, 8th Commercial aber (KRS) 0000095169, tax identification number (NIP): 634-10-12-786, b, represented by:
1	
2	
SUBJECT OF THE CONTRACT	
STANDARD STAND – price EUR 2 000.00 net Price includes: virtual exhibition stand, located at the side as in the selected colour, logotype on the fascia board and on placing contact details, placing maximum 5 offers and 5 at	•
STANDARD PLUS STAND – price EUR 2 500.00 Price includes: virtual exhibition stand, located at the midd in the selected colour, logotype on the fascia board and on placing contact details, as well as Facebook and Skype link placing maximum 5 promotional movies and display the on	le zone of the virtual exhibition hall at <a href="https://www.vimmex.pl">www.vimmex.pl</a> , the information counter, hostess selection from among 6, cs, placing maximum 10 offers and 10 attachments,
PREMIUM STAND – price EUR 3 000.00 net Price includes: virtual exhibition stand, located at the centr in the selected colour, logotype on the fascia board and on placing contact details, as well as Facebook and Skype link	

Virtual stand configuration is the Annex No. 1 to this Agreement.

and 20 attachments, placing maximum 10 promotional movies and display the one of them on TV set, live chat.

CONTRACT VALUE  EUR nett	
PAYMENT CONDITIONS	
<ol> <li>Payment based on the proforma invoice, issued by the Organizer.</li> <li>Due date: 7 days from the date of issue the proforma invoice.</li> <li>Payment method: transfer to a bank account indicated on the proform 4. Exhibitor declares, that he/she agrees to the electronic form of the proform.</li> </ol>	
on e-mail address:	
FINAL PROVISIONS	
<ol> <li>The Participation Agreement completed and signed as per representa – Górnicza Izba Przemysłowo-Handlowa (Polish Mining Chamber of In 2. The Agreement comes into force upon the signature by both parties.</li> <li>Exhibitor declares, that each person signing this Agreement represent capacity to execute and deliver this Agreement. Each party represent Agreement and the performance of such party's obligations hereunde legal agreement binding on such party and enforceable in accordance 4. The agreement should be accompanied by a printout from the relevant as well as the power of attorney (if applicable).</li> <li>Signing this Agreement is tantamount to accepting the Rules of Partic which is Appendix No. 2 to this agreement.</li> <li>Each of the parties, on its own, declares that it is the controller of the the European Parliament and of the Council of 27 April 2016 on the print data and on the free movement of such data, and repealing Directive representatives, indicated for contact and agreement performance purents of the parties declare, that they provided to the right people information. Information Clouse is the Appendix No. 3 to this Agreement.</li> <li>Exhibitor agrees / does not agree* (*cross out the incorrect) to: receingiven in an Appendix No. 1) a marketing information on Organizer's and the provided to the right people information.</li> </ol>	Industry and Commerce), Poland, Katowice 40-048, ul. Kościuszki 30.  Its and warrants that he or she is duly authorized and has legal its and warrants to the other that the execution and delivery of the er have been duly authorized and that the Agreement is a valid and exwith its terms. In the register or records or the copy of the founding document (statute), cipation in the Virtual International Mining Expo VIMMEX 2020, expersonal data within the meaning of the Regulation (EU) 2016/679 of rotection of natural persons with regard to the processing of personal 95/46/EC (hereinafter: the GDPR), in relation to personal data of it's imposes.  In included in the Article 14 of the GDPR.
Place, date	
EXHIBITOR:	ORGANIZER:



POLAND



to the end, starting from the idea, through the choice of media, creation  $% \left( 1\right) =\left( 1\right) \left( 1\right)$ 

#### Appendix No. 1

to the agreement on participation in the Virtual International Mining Expo VIMMEX 2020

## **VIRTUAL STAND CONFIGURATION**

FOR EXHIBITORS OF VIRTUAL INTERNATIONAL

**MINING EXPO VIMMEX 2020** 

1.	It is displayed in many places. Provide the name.	LOYAL SOLUTIONS  We are an advertising agency with many years of experience. Do you want to know what can we do for you? Check out the information About us and get acquainted.
2.	CONTACT PERSON (NAME AND SURNAME, E-MAIL, TELEPHONE) Data for working contacts associated with participation in the fairs.	
3.	BASIC CONTACT DATA (DISPLAYED ON THE STAND'S WEBSITE) Please provide a maximum of 8 lines (60 characters in line, including spaces).	Information about the expositor
		LOYAL SOLUTIONS  45-120 Opole  ul. Budowlanych 52  tel. +48 77 456 47 44   e-mail: biuro@loyal.com.pl  https://www.loyal.com.pl/
	CHORT DESCRIPTION OF THE COMPANY	
4.	SHORT DESCRIPTION OF THE COMPANY Maximum 200 characters (including spaces).  LOYAL SOLUTIONS We are an advertising agency with many years of experience. Do you want to know what can we do for you? Check out the information About us and get acquainted	
5.	WEBSITE ADDRESS It will be displayed in many places.	
6.	FULL CONTACT DATA (DISPLAYED ON THE SUBSITE OF THE STAND)  No limits as to the length of the text. Data will precede the full description of the compared	ny.
_	Information about the expositor:  LOYAL SOLUTIONS 45-120 Opole ul. Budowlanych 52 tel. +48 77 456 47 44 e-mail: biuro@loyal.com.pl www.loyal.com.pl/	

#### 7. FULL DESCRIPTION OF THE COMPANY (DISPLAYED ON THE SUBSITE OF THE STAND)

No limits as to the length of the text. The subsite must include graphics (usually company logo).

#### Information about the expositor:

LOYAL SOLUTIONS 45-120 Opole ul. Budowlanych 52 tel. +48 77 456 47 44 e-mail: biuro@loyal.com.pl www.loyal.com.pl/



In ADVERTISING CAMPAIGNS, we are responsible for the whole process of creation from the beginning to the end, starting from the idea, through the choice of media, creation and ending with execution.

We design VISUAL IDENTIFICATION with head and heart. We will create the image of your company that will allow you to stand out and build a coherent brand. We are team for special tasks! We organize EVENTS in the smallest details and we will publicize every event. From a press conference, through fairs, to ceremonial galas. We offer SOCIAL MEDIA SUPPORT! If you get lost in the thicket of conversions, newsfeeds, content, adwords and influencers - we are at your disposal!

We will run your fanpage and deal with advertising in social media.

In the case of ADVERTISING FILMS, we will come up with a script, shoot and edit a video which engages the viewer and sells for you. Product and promotional films are our specialty.

CTANDIC COLOR		

#### 8. STAND'S COLOR

Please type in the chosen color: blue, grey, yellow, green or red.











#### 9. STAND'S TYPE

Please type in the chosen type: Standard, Standard Plus or Premium.



#### STANDARD STAND

- 1. Selection of stand's color (from among 5)
- 2. Selection of a hostess (from among 2)
- 3. Publication of a maximum of 5 offers
- 4. Files for downloading (5 attachments)
- 5. Graphic elements of the stand:
  - A. Banner on the top
  - B. Banner on the desk
  - C. Movie on TV screen



Please type in the **selected number** or the word **NONE** (stand without hostess)





#### STANDARD PLUS STAND

- 1. Selection of stand's color (from among 5)
- 2. Selection of a hostess (from among 6)
- 3. Publication of a maximum of 10 offers
- 4. Files for downloading (10 attachments)
- 5. Link to Facebook site
- 6. Nick or link to Skype
- 7. Graphic elements of the stand:
  - A. Banner on the top
  - B. Banner on the desk
  - C. Posting up to 5 movies (1 on the TV screen)





Please type in the **selected number** or the word **NONE** (stand without hostess)





#### **PREMIUM STAND**

- 1. Selection of stand's color (from among 5)
- 2. Selection of a hostess (from among 13)
- 3. Publication of a maximum of 20 offers
- 4. Files for downloading (20 attachments)
- 5. Link to Facebook site
- 6. Nick or link to Skype
- 7. Google Analytics code (optional)
- 8. Graphic elements of the stand:
  - A. Banner on the top
  - B. Banner on the desk
  - C. Posting up to 10 movies (1 on the TV screen)



Please type in the **selected number** or the word **NONE** (stand without hostess)

10.	ADDRESS OF FACEBOOK PROFILE (STANDARD PLUS AND PREMIUM STANDS) It will be displayed in menu on the stand.
11.	NICK OR LINK TO SKYPE (STANDARD PLUS AND PREMIUM STANDS)
12.	GOOGLE ANALYTICS CODE (PREMIUM STAND)

#### 13. ADDITIONAL REMARKS

Detailed guidelines on requirements, technical preparation method and form of materials transfer to each (selected) type of stand will be included in separate forms.



Polish Mining Chamber of Industry and Commerce ul. Kościuszki 30 • 40-048 Katowice tel. +48 32 757 32 52 • +48 32 757 32 39 tel. +48 32 757 38 21 • +48 32 757 38 36 • fax +48 32 757 30 81 http://www.giph.com.pl • e-mail: biuro@giph.com.pl KRS: 0000095169 • NIP: 634-10-12-786 Konto bankowe: 90 1560 1108 0000 9060 0004 4353



Virtual Fair Platform Loyal Solutions • Budowlanych 52 • 45-120 Opole https://www.webexpo.pl • https://loyal.com.pl tel. •48 606 881 118



POLISH MINING CHAMBER OF INDUSTRY AND COMMERCE

> UL. KOŚCIUSZKI 30 40-048 KATOWICE POLAND



#### Appendix 2

to the agreement on participation in the Virtual International Mining Expo VIMMEX 2020

### **RULES OF PARTICIPATION**

IN THE VIRTUAL INTERNATIONAL MINING EXPO

**VIMMEX 2020** 

#### **INTRODUCTION**

- 1. The organiser of the Virtual International Mining Expo VIMMEX 2020 (hereinafter referred to as the Expo) is the Polish Mining Chamber of Industry and Commerce with its registered office at ul. Kościuszki 30, 40-048 Katowice, registered by the District Court for Katowice-Wschód in Katowice, 8th Commercial Division of the National Court Register, under the number (KRS) 0000095169, tax identification number (NIP): 634-10-12-786, statistical identification number (REGON): 271505490, hereinafter referred to as the Organiser.
- 2. The Expo is organised by way of creating a virtual space in the form of an Expo Hall along with a specific number of exposition stands, available for everyone through the Internet, with the use of the WebExpo Platform, operated by QR Communication Sp. z o.o.
- 3. The participation in the Expo is paid for the exhibitors, and free for guests.
- 4. The visual exposition and any information regarding the Expo will be available on the site: www.vimmex.pl, in accordance with the following schedule:
  - organisational information starting from 19 June 2020;
  - virtual exposition on 17-19 November 2020.
- 5. The contents o the www.vimmex.pl site is the property of the Expo Organiser and is legally protected.

#### **GENERAL PROVISIONS**

- 1. The Organiser and the Exhibitors participating in the Expo are obliged to abide by all of the provisions of the Agreement on participation in the Virtual International Mining Expo VIMMEX 2020 (hereinafter referred to as the Agreement) and these rules.
- 2. The condition of participation in the Expo as an Exhibitor is the conclusion of the Agreement. The interested party should print the Agreement and appendices thereto in two copies, sign them in compliance with the representation requirements, i.e. by authorised persons, and send the same to the registered address of the Organiser. As soon as it has been signed by the Organiser, one counterpart of the Agreement will be sent back at the Exhibitor's address.
- 3. In the event of an Exhibitor's resignation from the participation in the Expo, the fee paid for the participation in the Expo is not subject to reimbursement. The resignation must be made in writing, otherwise being null and void.
- 4. The cost of participation in the Expo is paid by the Exhibitor before the Expo commencement, at the date specified in the proforma invoice issued within 7 days of the Agreement conclusion. The date of the Agreement conclusion is the date of its signing by the Organiser.
- 5. The Exhibitor may not assign any of its rights under this Agreement to third parties without a written consent of the Organiser.
- The Exhibitor is obliged to delegate at least one employee to service the live chat feature during the Expo, i.e. on 17-19 November 2020, between 9 a.m. and 5 p.m.
- 7. The Expo Organiser is not liable for the contents and the possible errors in contact details, information, bank details present in the materials prepared and send to it by the Exhibitors.
- 8. The Organiser does not grant any guarantee or provide any assurances with regard to the contract opportunities or business operations success, which the Exhibitor may obtain in reference to the participation in the Expo.
- 9. The Organiser is not liable for any technical problems due to the default of the Exhibitor and the resulting impossibility to participate in the Expo in any scope.
- 10. The Organiser is not liable for any delay, loss or damage outside of its control, resulting from force majeure, social unrest, actions undertaken by state or local governments, strikes, blackouts or other circumstances which may prevent the organisation of the Expo in the prescribed form or at the prescribed date, or which may result in temporary interruptions in the Expo platform operation.
- 11. The Organiser is not liable, either, for any technical interruptions in the operation of the Expo platform, made for the purpose of carrying out urgent repairs, which are essential in reference to the occurrence of the unforeseeable events referred to in the preceding sentence.
- 12. The Organiser reserves the right to change the date and form of the Expo if required by the circumstances outside of its control, for which the Organiser is not liable. The Organiser will inform the Exhibitor about the said changes and their reasons as soon as it learns about their occurrence.
- 13. The Organiser is not liable, either, in the event of any conflicts or disputes with state authorities or other governing bodies in reference to any aspect of the Expo which may negatively affect the Exhibitors. Any amendments to this Agreement must be written, otherwise being null and void.
- 14. The governing law for the resolution of any possible disputes between the Organiser and the Exhibitor is the Polish law, and the competent court is the court having jurisdiction over the registered office of the Polish Mining Chamber of Industry and Commerce.

#### TECHNICAL TERMS AND CONDITIONS ESSENTIAL FOR THE COOPERATION WITH THE IT SYSTEM

- 1. For the purpose of launching and using the Expo platform a computer connected to the Internet is needed, provided with the following browsers: Internet Explorer 7.0 or higher, Mozilla Firefox 25 or higher, Google Chrome 31.0 or higher.
- 2. The Organiser reserves the right to install cookies or other files of the same utility function in the Exhibitors IT systems.

#### THE DUTY TO ABIDE BY LAW

- 1. Each Exhibitor commits to avail of the Expo platform in a manner which does not infringe the rights of third parties (personal property, copyrights), good manners or the provisions of law, and is liable for the method of using the platform.
- 2. If the Organiser learns about using the virtual Expo platform by the Exhibitor in breach of these rules or laws, the Organiser is entitled to process personal data for the purpose of determining the Exhibitor's liability and disclose the data with the respective public authorities.
- 3. Any contents and materials displayed on the Expo platform are protected with copyrights, and the copyrights are vested either in the Organiser or the respective Exhibitors, as refers to the materials displayed by the Exhibitors. Copying or distribution in public of any contents of the Expo platform may be made in compliance with the binding regulations of the Polish law, and specifically the provisions of the Act of 4 February 1994 on Copyrights and Related Rights (Journal of Laws of 2019, item 1231, as amended).
- 4. The trade names, names of goods or other marks (including graphic marks) published on the www.vimmex.pl site, which are trademarks, are protected by law, and specifically by the provisions of the Act of 30 June 2000 the Law of Industrial Property (Journal of Laws of 2020, item 286, as amended). Any use of the same may take place solely at a prior written consent of the rights holders.
- 5. When downloading any materials from the www.vimmex.pl site, the Exhibitors make it at their own liability and risk. In case of any damage originating in the IT systems of the Exhibitors or loss of data as a result of saving the materials, the Exhibitors are not entitled to any claims in reference to the Organiser.
- The Organiser is not liable for the contents displayed in the virtual Expo stands by the Exhibitors, and specifically for the reliability, completeness and up-to-datedness of the information provided.
- 7. It is forbidden to use the Expo platform in a manner which breaches the laws, social coexistence principles, good manners and the Netiquette. Any actions which lower the efficiency of the platform may be counted among the aforesaid use.
- 8. The actions described in clause 7 may become grounds for the Organiser to immediately lock the access to the service for the respective Exhibitor and to notify the law enforcement authorities, as well as take actions foreseen by the Polish law.

#### **COMPLAINT PROCEDURE**

- 1. A complaint related to non-performance or inadequate performance of services should be sent to the registered address of the Organiser in writing, and should include:
  - · the contact details of the Exhibitors;
  - · the type of service to which the complaint refers;
  - the time and place of the event being the basis of complaint;
  - · the claim:
  - · the circumstances justifying the complaint;
  - the possible requested method of the breach or its consequences removal.
- 2. The Organiser is obliged to reply to the complaint in writing within 30 days of the date of the complaint receipt, stating whether the complaint has been accepted or not, and the method of handling the complaint, or informing about the groundlessness of the complaint and justifying its stand.

I accept the Rules of participation in the Expo	Place, date	
EXHIBITOR:	ORGANIZER:	



#### POLISH MINING CHAMBER OF INDUSTRY AND COMMERCE

UL. KOŚCIUSZKI 30 40-048 KATOWICE POLAND



#### Appendix 3

to the agreement on participation in the Virtual International Mining Expo VIMMEX 2020

## **INFORMATION CLAUSE**

FOR THE EXHIBITORS AT THE VIRTUAL INTERNATIONAL

MINING EXPO VIMMEX 2020

- 1. The processing of personal data complies with laws and fulfils the conditions specified in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter: the GDPR).
- 2. The controller of the personal data of the Exhibitors (representatives, indicated for contact and agreement performance purposes) is the Polish Mining Chamber of Industry and Commerce with its registered office at ul. Kościuszki 30, 40-048 Katowice, registered by the District Court for Katowice-Wschód in Katowice, 8th Commercial Division of the National Court Register, under the number (KRS) 0000095169, tax identification number (NIP): 634-10-12-786, statistical identification number (REGON): 271505490, hereinafter referred to as the Organiser.
- 3. In any matters related to the processing of the Exhibitors personal data, the contact with the Organiser is possible at the e-mail address: biuro@giph.com.pl, or on the phone: 32 757 32 52.
- 4. The provided data will be processed for the purpose of:
  - conclusion and performance of the agreement (Article 6.1.b of the GDPR), including the provision of the proper quality
    of service throughout the term of the agreement and settlements after its termination;
  - performance of the applicable legal duties (Article 6.1.c of the GDPR), e.g. issue and storage of invoices and accounting evidence documents;
  - possible determination, pursuing or protection of claims (Article 6.1.f of the GDPR), including replies to complaints, and in a situation
    where the Organiser may suffer the legal consequences of non-performance of duties determination, protection and pursuing of claims
    in the period in which the claims get prescribed, i.e. the legitimate interest of the Organiser;
  - archiving (evidence storage) as a performance of the legitimate interest of protecting information for the possible legal need to prove the facts or performance of duties (Article 6.1.f of the GDPR);
  - marketing, including sending information about the activities of the Organiser, fairs and training courses based on a voluntary consent (legal basis: Article 6.1.a of th GDPR).
- 5. The personal data may be disclosed to the entities which provide IT, advisory, legal, or accounting services to the Organiser, the entities entitled at law, e.g. the police, tax authorities, courts, public prosecutor, customs authorities, or to subcontractors.
- 6. The filing system comprises: the forename(s), surname, place of work, official position, mailing address, contact phone numbers and e-mail address. The processed categories of data include personal data originating directly from the Exhibitor (or provided on its behalf), or other generally available sources.
- 7. Provision of data within the enrolling for the Expo is voluntary, however, it is necessary in the scope in which the data are processed for the purpose of conclusion and performance of the agreement on participation in the Expo. A refusal to provide data prevents the conclusion of the agreement and the participation at the Expo as an Exhibitor.
- 8. In the scope in which the basis for processing personal data is consent, the data subject is entitled to withdraw the consent. Withdrawal of the consent does not affect the compliance with law of the processing made based on the consent before the latter has been withdrawn.
- 9. In the event of absence of consent for the processing of data for marketing purposes the Organiser may not inform the Issuer about new fairs or services, either on the phone or with the use of electronic mail.
- 10. The data is stored for the time needed for the performance of the objective specified in clause 4, and afterwards for the period and in the scope required by the provisions of the generally binding laws, and specifically:
  - by the time claims are prescribed, which is usually 3 years pursuant to Article 118 of the Civil Code; yet, in special cases determined by law, the period may be longer;
  - · for the period required by the tax regulations;
  - by the time of effective claim making in reference to the personal data processed based on the legitimate interest of the data controller (Article 6.1.f of the GDPR). Personal data processed for marketing purposes will be processed by the time of the consent withdrawal or by the time of achieving the processing objectives.
- 11. In reference to the processing of personal data, the data subject has right to:
  - · access the contents of the data, under Article 15 of the GDPR;
  - · correct the data, under Article 16 of the GDPR;
  - · to have the data erased, under Article 17 of the GDPR;
  - to have the data processing limited, under Article 18 of the GDPR.
  - Should it be determined that the personal data processing infringes the provisions of the GDPR, the data subject may file a complaint with the President of the Office for Personal Data Protection.
- 12. The data are not processed automatically through profiling.
- 13. The data are not transferred to third parties, i.e. outside of the European Economic Area.