

## 2024 PlayX4 Participation Rules and Terms of the Agreement

### Article 1. Definitions

The definitions of the terms this paper uses are as follows:

- ① The term "Exhibition" means 2024 PlayX4
- ② The term "Exhibitor" means individual(s), corporation(s), or any entity which apply for participation and are confirmed by the "Organizer" about their application, thereby entering into the participation agreement.
- ③ The term "Organizer" means KINTEX and GCA (Gyeonggi Contents Agency).
- ④ The term "Application" means act of application for participation through the official web site.
- ⑤ The term "Period" means the span of time from exhibition stand set up, exhibition and to dismantling.
- ⑥ The term "independent booth" means a method in which only the exhibition area is provided and the "Exhibitor" directly installs a booth.
- ⑦ The term "assembly booth" means a method in which the "Organizer" provides the "Exhibitor" with a booth of the same and uniform shape, and the shape of the booth and the goods to be provided shall be determined by the "Organizer".

### Article 2. Entry into Agreement

- ① In the case of the "independent booth", a contract between "Organizer" and "Exhibitor" is established by "Exhibitor" applying for participation and receiving a confirmation notice from "Organizer".
- ② In the case of the "assembly booth", a contract is established in accordance with the following subparagraphs.
  - 1) A contract with "Organizer" is established by paying all the amounts listed in the invoice to the account designated by "Organizer" within the deadline after "Exhibitor" applies for participation.
  - 2) "Exhibitor" shall pay the full amount of the participation fee within the date stated in the invoice. Fees and taxes required to pay the participation fee shall be borne by "Exhibitor", and the full amount of the participation fee specified in the invoice shall be paid.
  - 3) "Exhibitor" may not be canceled if it is inevitable to extend the payment deadline due to reasonable reasons, and if it is submitted to "Organizer" and approved by stating the reason for the extension and the scheduled payment date.
  - 4) Even if the deadline of Article 2-②, 1), 2), 3) remains, "Exhibitor" subject to booth location allocation shall be fully paid by no later than the date of booth location allocation, and "Exhibitor" not subject to booth location allocation shall be fully paid by no later than seven days before the "exhibition" is held.

- 5) If the participation fee is not paid within the deadline, the application for participation may be automatically canceled without notice.
- ③ After the contract between the "Organizer" and "Exhibitor" is established, the penalty under Article 14 (cancellation of participation) will be applied.

### **Article 3. Application for Participation**

- ① The Exhibitor shall make the Application until the date which the Organizer specifies at the official website.
- ② The Application may be close when there is no available booth even if the application period still remains.
- ③ The Exhibitor may choose the type of booth to use between assembly type and independent type in accordance with the standards described below:
  - 1) The "independent booth" must be applied for at least four booths.
  - 2) The Exhibitor shall use one or two booths if it chooses the assembly type; provided that the Organizer regards it to be necessary, additional booths may be allocated.
- ④ The Organizer shall comprehensively review the suitability of Exhibitor's subjects and items and visitors' preference by evaluating the Document submitted by the Exhibitor before notifying it of the confirmation on participation.
- ⑤ The confirmation of which the Organizer informs the Exhibitor (e.g. The number of booths, etc.) may be different from the original Application, and the Exhibitor shall not object to this.
- ⑥ The Exhibitor shall immediately inform the Organizer of any modifications or changes in the Document, and any damages or issues due to their negligence of notification shall solely borne by the Exhibitor.
- ⑦ The "Organizer" may refuse to apply for participation in the following cases for the smooth and successful "exhibition".
  - 1) Where the relevant enterprise or organization has a history of non-compliance with all PlayX4 regulations.
  - 2) Where the content of the application for participation is deemed inconsistent with the nature and purpose of the PlayX4.

### **Article 4. Participation Fee**

- ① The participation fee is KRW 1,500,000 per assembly type booth and KRW 1,000,000 per independence booth.
- ② In 2024, the participation fee will be discounted by KRW 1,000,000 per booth to recover the game industry after the COVID-19 incident.

### **Article 5. Booth Location**

- ① The Organizer shall notify location of booth(s) to the Exhibitor after comprehensively reviewing the suitability of Exhibitor's subjects and exhibits and visitors' preferences.

- ② "Organizer" may change the location of the booth allocated to "Exhibitor" before the "Exhibition" device period, where it is deemed necessary for the operation of the "Exhibition", such as visitor safety and spatial harmony of the exhibition hall.
- ③ Paragraph ① and ② shall be solely the discretion of the Organizer, and the Exhibitor shall not object to such discretion.

#### **Article 6. Set Up and Exhibits Display**

- ① The Exhibitor shall carry its equipment and exhibits in the site and complete the display within set up period set by the Organizer.
- ② The time available for set up is between 8:00 and 20:00 during the set up period designated by the Organizer. Any Exhibitor, which needs extra time in addition to the aforementioned time for set up and display, shall obtain permission from the Organizer in advance and shall pay any cost incurred therefrom (e.g. Extra fee to use exhibition site, etc.) to the Organizer at the immediate moment of claim.
- ③ "Organizer" may cancel the participation of "Exhibitor" who has not completed the display of the exhibits by 8 p.m. on May 22, 2024, the day before the "Exhibition" is held. In this case, "Exhibitor" cannot claim compensation or damages, and the penalty under Article 14 - ③ applies.

#### **Article 7. Dismantlement**

- ① The Exhibitor shall take its exhibition equipment and items out of the Exhibition site before the dismantling period set forth by the Organizer ends.
- ② "Exhibitor" shall bear all expenses incurred due to delay in export (exhibition hall additional usage fees, etc.), and shall be paid immediately at the time "Organizer" claims it.

#### **Article 8. Exhibition Hall Management**

- ① The Exhibitor shall conduct the Exhibition in accordance with the plans specified in the Document and exert its full effort to manage its own booth by having manager-in-charge present there.
- ② The Organizer may order the Exhibitor to suspend its exhibition in cases described below and, if necessary, forcibly dismantle its booth and remove exhibits. In such case, the Exhibitor is of no right to claim return of participation fee, compensations, etc. and shall compensate the Organizer for the cost due to forcible dismantling:
  - 1. If the Exhibitor conducts exhibition differently from what is stated in the Document;
  - 2. If the Exhibitor displays items which fail to accord with the purpose of the Exhibition;
  - 3. If the Exhibitor conducts direct sales without obtaining permission from the Organizer;
  - 4. If the Exhibitor charges visitors for exhibits test without obtaining permission from the Organizer;

5. If items of the Exhibitor have possibility of compromising the safety of visitors; and
  6. If any breach of the contract or other supplementary regulations happens.
- ③ The Exhibitor shall abide by the items described below when it conducts event within the site of the Exhibition, and in any case of breach, the Organizer may suspend such event of the Exhibitor. In such case, the Exhibitor is of no right to claim return of participation fee, compensations, etc.
1. The Exhibitor shall submit its event plan to obtain permission from the Organizer in advance((Form 3) Event Plan in the booth)
  2. The Exhibitor shall establish a safety plan for visitor safety and hire sufficient operational personnel
  3. The Exhibitor shall perform due measures not to disturb other Exhibitor's exhibition;
  4. The Exhibitor shall perform every activity related to its event such as conducting event, queuing visitors, etc. within its assigned booth; and
  5. The Exhibitor shall abide by the exhibition agreement and any other supplementary regulations.
- ④ All exhibition activity shall be performed within booth(s) assigned by the contract, and in accordance with regulations for emergencies such as fire, display on the passage shall be strictly forbidden.
- ⑤ The Exhibitor shall not lease all or part of its booth space agreed upon the contract to other participants without the written consent of the Organizer.
- ⑥ Sound system may be permitted unless it disturbs other participants, and the Organizer may prohibit Exhibitor's excessive use of such system.
- ⑦ Items containing gases lighter than the oxygen shall not be used during the Exhibition.
- ⑧ The Organizer may forbid certain people's entrance to the Exhibition site if necessary.
- ⑨ If certain exhibits are deemed to be dangerous or harmful to the exhibition, the Organizer may arbitrarily remove or request the Exhibitor to remove such items. The Exhibitor shall be of no right to claim compensation or damages thereon.

#### **Article 9. Duty of Safety Management in "Exhibitor"**

- ① "Exhibitor" shall check the environment of exhibits and booths before the opening time of the "Exhibition" so that safe operation of events can be carried out, and shall inspect and manage all safety factors when closed.
- ② "Organizer" provides security services during the device, event, and demolition period to create a safe event environment. At this time, "Exhibitor" and other service companies must follow the instructions of the security personnel.
- ③ If necessary, the "Exhibitor" shall take measures, such as purchasing insurance in preparation for damage to human life and property.
- ④ "Exhibitor" is responsible for the final protection and loss of all accidents and exhibits, manufacturing equipment, and facilities in "Exhibitor", and in the event of a

situation, the Secretariat shall be notified immediately and the Secretariat shall be exempted.

- ⑤ "Exhibitor" shall notify the suppliers designated by "Exhibitor" of KINTEX's regulations in advance, and collect "(Form 7) on-site agent safety guides" and submit them within the time limit announced by "Organizer". At this time, the responsibility for managing the suppliers lies with "Exhibitor" and all responsibilities arising from the suppliers' failure to comply with the regulations lie with "Exhibitor".
- ⑥ Appropriate safety protection facilities shall be installed around the place where the simulation of the exhibits takes place.
- ⑦ Dangerous substances, such as explosives and combustible substances, shall be prohibited from being brought into the exhibition hall: Provided, That where it is absolutely necessary for the operation of the exhibits, the '(Form 4) report on the import/export of dangerous substances' shall be submitted by the deadline notified by "Organizer".
- ⑧ In order to prevent safety accidents when using electricity, gas, compressed air, or water supply and drainage, the person in charge of the relevant service company shall frequently check the facilities in the booth and the status of commissioning. After the end of each day's event, he/she shall leave after checking whether appropriate safety measures have been taken. In addition, when defective materials are found, appropriate measures shall be taken, such as instructing immediate repair and informing "Organizer".

#### **Article 10. Fire Prevention Rules**

- ① Equipment and all materials in the Exhibition site shall be adequately fire-proofed in compliance with fire-related regulations.
- ② The Organizer may request the Exhibitor to take corrective measures for fire prevention if necessary.

#### **Article 11. Exhibition Site Expense, risk and insurance**

- ① The "Organizer" provides security services for the purpose of controlling access to exhibition halls and maintaining order by signing a contract with a security service company during the "exhibition period."
- ② The final responsibility for the exhibits and other goods lies with "Exhibitor" and cannot claim compensation for theft, damage, etc. (independent of the reason attributable to "Organizer") Therefore, measures shall be taken, such as the installation of the booth of "Exhibitor" and insurance coverage for damages, losses, etc. to the company's exhibits and other goods during the "Exhibition Period", and the management of the booth and exhibits shall be fully performed.
- ③ We are not responsible for all damages caused by force majeure, such as natural disasters, or arson, theft, or damage by a third party, not attributable to "Organizer".

- ④ Where "Organizer" claims all civil and criminal legal responsibilities, such as defects in exhibits or services of "Exhibitor", and liability for damages caused by other "exhibition" related activities, "Exhibitor" shall take measures to indemnify "B", such as handling civil complaints, litigation, and other legal actions. In addition, if "Organizer" has spent money to respond to the above third party's claim, "Exhibitor" shall immediately compensate "Organizer" for the expenses. Exceptions shall be made in cases where it is apparent that the exhibition hall and "Organizer" are caused by responsible reasons, such as defects in the exhibition hall itself.
- ⑤ "Exhibitor" shall be responsible for all accidents that occur in connection with the booth installation and exhibition of the company during the "exhibition period", and shall promptly notify "Organizer" of any accident and shall do its best to respond to the accident. In addition, "Exhibitor" shall be liable for compensation if "Exhibitor" causes damage to "Organizer", exhibition hall, and third party by intentionally or negligently causing fire, theft, damage, or other accident.

#### **Article 12. Rules to Protect Intellectual Property and Copyright**

- ① Any display, show, and event performed in the Exhibition shall not be filmed or recorded for sales, distribution, and other commercial purposes.
- ② Regarding infringement and violation of copyright, trademark right, patent, trade secret, etc., the offending Exhibitor shall hold all legal liabilities and obligations, including claims and lawsuits, for losses and expenses incurred by the offended party and its agents or employees.

#### **Article 13. Cancellation or Change of The Exhibition**

In case where the Exhibition is canceled or changed due to conditions not attributable to the Organizer, such as natural disaster, contagious disease, force majeure, etc., the Organizer is indemnified against losses suffered by the Exhibitor, and the Exhibitor is of no right to claim compensation or damages to the Organizer.

#### **Article 14. Cancellation of Participation**

- ① When the Exhibitor wants to cancel participation, the Exhibitor shall notify its will to the Organizer in a written form, and the date when such form is delivered to the office of the Organizer shall be regarded as the cancellation date upon which Paragraph (2)'s items for penalty standard is applied.
- ② If "Exhibitor" cancels its participation, it shall be obliged to compensate for the following penalties for all damages incurred in "Organizer". In this case, pre-paid participation fees and auxiliary facility expenses may be deducted as a penalty. The penalty is an amount that does not include VAT and does not issue a tax invoice.
  1. Cancellation until 26 March 2024: 50% of the participation fee, which discount in accordance with Article 4 (1) is not applied to, shall be paid to the Organizer as the penalty

2. Cancellation until 9 April 2024: 80% of the participation fee, which discount in accordance with Article 4 (1) is not applied to, shall be paid to the Organizer as the penalty

3. Cancellation after 10 April 2024: 100% of the participation fee, which discount in accordance with Article 4 (1) is not applied to, shall be paid to the Organizer as the penalty

③ The conditions where the Organizer, at its discretion, may cancel participation or terminate the contract with the Exhibitor are described below. In such case, the penalty may be deducted from the pre-paid fees for participation and ordered services:

1. Refusing to use all or part of the allocated booth location, booth, etc

2. If the Exhibitor to which the booth is assigned cancels its participation or reduce its exhibition scale;

3. If exhibition plans for items, videos, booths (shape, scale), and others, and actual exhibition are different to or unsuitable for the purpose of PlayX4;

4. In the case of displaying games that are likely to violate social norms and related laws

#### **Article 15. Coordination**

① The "Exhibitor" shall respond to surveys of participating companies requested by the "Organizer" and inquiries about performance after the event is completed in the utmost sincerity.

② As part of the "Exhibition" operation policy for ESG practice, "Exhibitor" should actively practice the use of multi-use products as it refrains from using disposable products and encourages the use of multi-use products.

#### **Article 16. Supplementary Regulation**

① The Organizer may set forth supplementary regulations, if necessary, such as the participants manual.

② The rules and regulations of KINTEX, which is the exhibition venue, shall be accepted as the supplementary regulations.

③ All supplementary regulations shall have the equal effect as the Participation Rules, and the Exhibitor shall comply with them.

④ All issues arising as the Exhibitor fails to abide by the participation rules and supplementary regulations shall be borne by such Exhibitor.

#### **Article 17. The Relations with Supplementary Regulations**

If there is any conflict or discrepancy in the interpretation between this rule and supplementary regulations, such provisions shall be substituted with this rule.

#### **Article 18. Restoration**

- ① If the Exhibitor conducts a construction work inside of the exhibition venue, the Exhibitor shall fully restore any change during the carrying-out period.
- ② The Exhibitor shall protect all facilities in the exhibition hall, and shall be responsible for restoration in accordance with the exhibition hall regulations in the event of contamination, damage, damage, etc. caused by negligence of "Exhibitor" (including service providers who place orders for "Exhibitor").

**Article 19. Interpretation and Dispute Resolution**

- ① If the Organizer and the Exhibitor have different interpretation of this rule, the Exhibitor shall follow the interpretation and decision of the Organizer.
- ② Any dispute over rights and obligations arising regarding to this exhibition shall be subject to the arbitration award of The Korean Commercial Arbitration Board in Seoul.

**The Exhibitor, hereby, agrees to the 2024 PlayX4 exhibition participation rules and agreement terms.**