

RULES AND REGULATIONS OF THE ACCELERATED DISPUTE PROCEDURE (ADP) FOR PARTICIPANTS OF FAIRS ORGANISED BY MIĘDZYNARODOWE TARGI POZNAŃSKIE SP. Z O.O.

(hereinafter: the "Rules and Regulations")

I. Definitions

Article 1

Whenever these Rules and Regulations refer to:

- 1) **Expert** - shall be understood to mean a person referred to in Article 15, entered in the list of IP Friendly Experts;
- 2) **Exhibits** – shall be understood to mean any and all goods, advertising or promotional materials, including markings of goods or services placed on them, or audiovisual or audio materials placed on the exhibition or used within the Exhibitor's Stand during the fairs, including those being part of the decoration or construction of the Stand;
- 3) **MTP** - shall be understood to mean Międzynarodowe Targi Poznańskie sp. z o.o. with its registered office in Poznań;
- 4) **Opponent** – shall be understood to mean the Exhibitor against whom the charge constituting the object of the Request has been levied;
- 5) **Fair Service Office** (hereinafter: "**FSO**") - shall be understood to mean the place designated within the Fairs area to which the Request, the Reply to the Request and any and all statements of the Parties for which the Rules and Regulations provide for a written form shall be submitted;
- 6) **Ruling** - shall be understood to mean the decision of the Expert referred to in Article 22;
- 7) **Accelerated Dispute Procedure** (hereinafter: "**ADP**") - shall be understood to mean proceedings aimed at considering a charge of IPR infringement or an act of unfair competition committed by an Exhibitor participating in the fairs or exhibitions organised by MTP.
- 8) **IPR** – shall be understood to mean intellectual property rights mentioned in Article 5 section 1 and not subject to exclusion under other provisions of the Rules and Regulations;
- 9) **Stand** – shall be understood to mean the Exhibitor's stand at the Fairs, as well as any other space outside the Exhibitor's Stand used by the Exhibitor for commercial, advertising or promotional activities during the Fairs;
- 10) **Party** – shall be understood to mean the Applicant or the Opponent, collectively referred to as the Parties;
- 11) **Fairs** – shall be understood to mean fairs, exhibitions or other events organised by MTP to which the provisions of the Rules and Regulations apply;
- 12) **Fair Participation Agreement** – shall be understood to mean the Fair Participation Agreement concluded between MTP and the Exhibitor, concluded in a way referred to in clause 2.1. of the Rules and Regulations for participants of fairs organised by Międzynarodowe Targi Poznańskie after 1st January 2020;
- 13) **Request** – shall be understood to mean a motion to initiate the ADP submitted on the form attached as Appendix 2 to the Rules and Regulations;
- 14) **Applicant** – shall be understood to mean the Exhibitor or a third party who submitted a request for dispute resolution under the ADP;

- 15) **Exhibitor** - shall mean a natural person, a legal entity or an organizational unit that is not a legal entity to whom the law confers legal capacity, who is a participant of the Fair organised by MTP;
- 16) **ADP clause** – shall be understood to mean a statement in which the Party submits a dispute to be settled by way of the ADP, the specimen of which is attached as Appendix 1 to the Rules and Regulations; By exchanging the above-mentioned statements the Parties conclude an agreement for submission of the dispute to an arbitration court in accordance with the provisions of the Rules and Regulations;
- 17) **MTP Employee** – shall be understood to mean a person delegated by MTP to receive all statements of the Parties for which the Rules and Regulations provide for a written form and to perform other activities specified in the Rules and Regulations, who shall be notified of submission of the Request via the FSO.

II. Rules of procedure

Article 2

The Expert shall conduct proceedings in accordance with the Rules and Regulations and in the manner he considers appropriate, with the provision that the Parties shall be treated equally and each of the Parties shall have the opportunity to present its assertions and evidence in support of them.

Article 3

The Party shall be bound to carry out the rulings and other decisions of the Expert issued in the ADP.

Article 4

The Expert and the Parties shall endeavour to resolve the dispute in the ADP as quickly as possible, including by refraining from acts or omissions that could unreasonably prolong the ADP.

III. Subject of the proceedings

Article 5

1. Disputes concerning pleas of infringement or threat of infringement of copyrights, trademark protection rights, industrial design registration rights, as well as the commission of acts of unfair competition by the Exhibitor in connection with his participation in the Fair shall be resolved by way of the ADP, subject to the provisions of section 2.
2. No disputes concerning copyrights to computer programs or business secrets of a technical nature shall be resolved by way of the ADP.

IV. Language of the proceedings

Article 6

1. Proceedings shall be conducted in the Polish language.
2. The proceedings with the participation of the Expert may be conducted in a language other than Polish only with the consent of the Expert and both Parties, confirmed in writing in the ADP Clause.

V. Confidentiality

Article 7

1. The Experts, Parties and MTP shall be obliged to keep confidential the very fact of conducting the ADP and all information relating to such proceedings, including in particular the ruling, any and all actions and documents submitted or disclosed during the ADP, unless the Parties agreed otherwise, disclosure of information is a statutory obligation or has been imposed by a court or authorised body, or serves to protect rights, pursue claims or defend against civil, criminal or administrative liability before a common court, the Supreme Court, arbitration court, administrative court or state body.
2. The Experts, Parties and MTP may disclose the information referred to in section 1 to their accountants, auditors, legal and business advisors and attorneys, provided that they are obliged to maintain confidentiality in accordance with the terms set forth in the Rules and Regulations.

VI. Request

Article 8

1. The ADP shall be instituted on the basis of a Request filed by an Exhibitor, who pleads a breach or a threatened breach by another Exhibitor of his IPR or the commission of an act of unfair competition.
2. A third party who accuses the Exhibitor of infringing or threatening to infringe its IPR or committing an act of unfair competition shall also be entitled to file a Request.
3. A Request to initiate the ADP shall be lodged via the FSO on the form attached as Appendix 2 to the Rules and Regulations.
4. The Request shall be submitted no earlier than on the day preceding the opening day of the Fair and no later than by 14:00 on the penultimate day of the Fair.
5. In the case of One-Day Fairs, the Request may be filed only on the day preceding the opening day of the Fair until 17:00 hours.

Article 9

1. The Request shall include:
 - 1) indication of the infringement which the Applicant alleges against the Opponent, evidence to support the Applicant's assertions, including evidence of holding IPR, if the Applicant alleges infringement of the IPR to which the Applicant is entitled;
 - 2) indication of the person or persons authorised to represent the Applicant in the ADP in accordance with the Fair Participation Agreement and contact details of such persons for the purposes of communication during the ADP.
2. The Request shall be accompanied by proof of payment of the fee referred to in Article 23.
3. Together with the Request, the Applicant shall file the ADP Clause, referred to in Article 1 clause 16 of the Rules and Regulations, to which he shall attach a power of attorney to conclude an arbitration clause for the person filing the Request on behalf of the Applicant.

Article 10

1. The evidence referred to in Article 9 section 1 clause 1 may include, in particular, extracts from the relevant industrial property rights registers, documents confirming payment of periodic fees, documents confirming authorship or ownership of the author's economic rights on another account, including agreements for the acquisition of the disputed IPR or for obtaining a licence to use the disputed IPR.
2. No evidence from expert opinions or personal sources of evidence shall be taken. The parties may cite circumstances in support of their assertions in the contents of the Request, the Reply

to the Request and orally to the record in the course of actions carried out pursuant to the Rules and Regulations.

VII. Representatives

Article 11

1. The Parties may act in the ADP in person, through a person indicated as authorised to represent them in the ADP in accordance with the Fair Participation Agreement or through a proxy.
2. A natural person having full capacity to perform legal transactions may act as a proxy.
3. The Party's proxy shall be obliged to present the power of attorney document at the first action performed in the course of the ADP.

VIII. Service and deadlines in the course of the ADP

Article 12

1. The Request, the Reply to the Request and any and all statements of the Parties for which the Rules and Regulations provide for a written form shall be submitted via the FSO together with a copy for the Expert and the other Party.
2. The MTP Employee shall promptly deliver to the Expert and to the other Party a copy of the Request, the Reply to the Request and any other statements of the Parties for which the Rules Regulations provide for a written form, with the exception of for the ADP Clause, which the MTP Employee or Expert deliver to the other Party in the original.
3. Any and all deadlines set for the actions of the Parties, the Expert or MTP shall run during the opening hours of the Fair as specified in the Specific Provisions, which form part of the Fair Participation Agreement.

IX. Formal verification of the Request

Article 13

1. MTP Employee shall verify the completeness of the Request.
2. A Request not lodged on the form referred to in Article 8 section 3, on which the fee referred to in Article 23 has not been paid, incomplete or filed by an unauthorised person, shall be returned by the MTP Employee to the Applicant within 1 hour from the filing for completion, indicating the formal defects found.

X. Withdrawal of the request

Article 14

The Applicant may withdraw the Request at any time.

XI. Experts

Article 15

1. An Expert may be a natural person, having full legal capacity, with full public rights, having qualifications useful for performing the function of an Expert in the ADP, i.e.:

- 1) a person entered on the list of attorneys-at-law ('adwokat' or 'radca prawny'), patent attorneys or
 - 2) a retired judge or
 - 3) a person holding at least the academic degree of Doctor of Laws or
 - 4) a foreign lawyer within the meaning of the Act of 5 July 2002 on the Provision of Legal Aid by Foreign Lawyers in the Republic of Poland, entered in the list of foreign lawyers maintained by the regional bar association or the regional chamber of attorneys-at-law and entered in the list of Friendly IP Experts maintained by MTP.
2. The Expert shall be impartial, independent and perform his duties with due diligence to the best of his knowledge and ability.
 3. The Expert shall be appointed to consider the dispute in accordance with on-duty roster of Experts from the list kept by MTP during the Fair, upon notification by an MTP Employee of the receipt of a Request by the FSO. The list of Experts and the order in which they are available on-call referred to in the previous sentence shall be open.
 4. The Expert shall be excluded if there is a circumstance that could cause reasonable doubt as to his impartiality or independence in a given case.
 5. Before delivering the Request to the Opponent, the Expert shall make a written statement of his independence and impartiality in accordance with the specimen attached as Appendix 7 to the Rules and Regulations or a statement of exclusion from participation in the case.
 6. The Party may file a written motion asking for exclusion of the Expert only if there are circumstances that raise reasonable doubt as to his independence or impartiality. In the content of the motion for exclusion of the Expert, the Party shall specify the circumstances justifying the request.
 7. A motion for exclusion of the Expert lodged after the Applicant and the Opponent have signed the ADP Clause shall be left without consideration, unless the Party proves that the reason for exclusion arose or became known to the Party only after the conclusion of the ADP Clause by that Party.
 8. The motion for exclusion of the Expert shall be considered by the Expert next in line to the Expert to whom the motion refers, in accordance with the order in which the Experts from the list maintained by MTP are on duty during the Fair.
 9. If the Expert excludes himself or is excluded at the motion of the Party, he shall be replaced by the next Expert from the list maintained by MTP in the order in which Experts from the list maintained by MTP are on duty during the Fair.
 10. The Expert joining the proceedings, after reviewing the collected documentation, shall decide whether it is necessary to repeat particular ADP actions.

XII. Refusal to initiate and discontinuation of the ADP

Article 16

1. The Expert shall refuse to initiate the ADP, and discontinue the initiated proceedings if:
 - 1) The Request concerns matters excluded from the subject of the ADP indicated in Article 5 section 1 of the Rules and Regulations;
 - 2) the complexity of the case, and in particular the amount of evidence which has to be examined or the need to take evidence from expert opinions, does not allow for its consideration within the time limit specified in Article 22 section 1;
 - 3) the same subject matter of the case between the same Parties was the subject of a decision of a common court of law or a court of arbitration;

- 4) the same subject matter of the case between the same Parties has already been considered in the ADP or the ADP concerning the same matter is pending, subject to the provisions of Article 19 section 4.
2. If the Applicant withdraws the Request after it has been sent to the Expert or if the Opponent does not submit a signed ADP Clause after the Request has been delivered to him, the Expert shall discontinue the ADP.
3. The Expert shall notify MTP and the Parties of the refusal to initiate or discontinue the ADP, indicating the basis for such decision in writing. In the event that the proceedings are discontinued due to the withdrawal of the Request before its delivery to the Opponent, the Expert shall inform only MTP and the Applicant about the discontinuance of the ADP and its grounds.

XIII. ADP course (Procedure)

Article 17

1. The Request shall be delivered to the Opponent by a MTP Employee in the presence of the Expert. Together with the Request the Opponent shall be served with a specimen of the ADP Clause, which the Opponent shall sign and lodge within the time limit specified in Article 19 section 1, accompanied by a power of attorney to conclude the arbitration clause for the person making the aforesaid statement on behalf of the Opponent
2. Immediately after the delivery of the Request, the Expert shall inspect the Opponent's stand. If the person authorised to represent the Opponent in the ADP in accordance with the Fair Participation Agreement or the Opponent's representative is not present at the time of delivery of the Request, the Expert may refrain from carrying out the inspection for a period not exceeding 1 hour.
3. If necessary, in particular if the assessment of the legitimacy of the Request requires that the Applicant's Stand be inspected, the Expert may also inspect the Applicant's Stand.
4. The Expert and the Opponent shall participate in the inspection. The Applicant may participate in the inspection, but his absence shall not suspend the action, unless the Expert obliges the Applicant to appear.
5. During the inspection, photographic documentation of the Stand may be prepared.
6. A report shall be drawn up on the inspection. The Expert shall include in the report the motions and statements of the Parties present during the inspection. The photographic documentation referred to in section 5 shall be annexed to the report. The report shall be signed by the Parties participating in the inspection and the Expert. In case of impossibility or refusal to sign the report by any of the Parties, the Expert shall include in the report a note specifying the reason for the lack of signature.
7. The report shall be drawn up on the form constituting Appendix No. 3 to the Rules and Regulations.

Article 18

1. Within the time limit specified in Article 19 section 1, the Opponent may inform the MTP Employee of the readiness to immediately remove, obscure or cease using the disputed Exhibits indicated in the Request for the duration of the Fair by submitting a statement on the form attached as Appendix No. 4 to the Rules and Regulations. Together with the statement indicated in the previous sentence, the Opponent shall submit a signed ADP Clause, referred to in Article 1 clause 16 of the Rules and Regulations, accompanied by a power of attorney to conclude the arbitration clause for the person making the aforesaid statement on behalf of the Opponent.

2. In the case specified in section 1, the Expert shall discontinue the ADP and shall issue a ruling on the costs of the proceedings.
3. The Expert shall make a note about the discontinuance of the ADP on the Opponent's statement referred to in section 1. The Opponent shall be obliged to perform the actions indicated in the statement immediately, not later than within 1 hour of the discontinuance of the ADP.

Article 19

1. The Opponent may submit a Reply to the Request within 4 hours of the delivery of the Request. Failure to submit a Reply to the Request shall not halt the consideration of the Request.
2. The Reply to the Request shall be submitted on the form constituting Appendix No. 5 to the Rules and Regulations.
3. Together with the Reply to the Request, the Opponent shall submit a signed ADP Clause, as referred to in Article 1 clause 16 of the Rules and Regulations, accompanied by a power of attorney to conclude an arbitration clause for the person submitting the Reply to the Request on behalf of the Opponent.
4. Submitting the Reply to the Request, the Opponent may file a Cross-Request if the Applicant is accused of infringing or threatening to infringe his IPR or of committing an act of unfair competition in connection with the alleged infringement of the Opponent. In such case, the Cross-Request shall be passed to the Expert conducting the proceedings pending in connection with the main Request. The provisions of the Rules and Regulations concerning the Main Request shall apply to the Cross-Request.

Article 20

1. Upon submission of the ADP Clause by both Parties and upon submission of the Reply to the Request or ineffective expiry of the deadline for its submission, the Parties and the Expert shall join the meeting.
2. The meeting shall be chaired by the Expert. The Expert may encourage reconciliation between the Parties and assist the Parties in formulating proposals regarding the content of a settlement.
3. If the Parties fail to reach agreement in the case, the Expert shall give the Parties the opportunity to express their final position and proceed to settle the dispute.
4. The Expert shall draw up a record of the meeting. The record shall include, in particular, the content of the settlement agreement, a reference to the refusal of a Party to join the meeting or to participate in it. The record shall be signed by the Parties and the Expert. In case of impossibility or refusal to sign by any of the Parties, the Expert shall include in the record a note specifying the reason for the lack of signature.
5. The record shall be drawn up on the form constituting Appendix No. 6 to the Rules and Regulations.

Article 21

If the Party fails without good cause to comply with any provision of the Rules and Regulations or any Expert's instruction given during the ADP, the proceeding shall continue in accordance with the Rules and Regulations, and the Expert shall decide on the interpretation of such conduct of the Party.

XIV. Ruling

Article 22

1. In the absence of an amicable settlement of the dispute, the Expert shall issue a ruling as soon as possible. In each case, the Expert shall issue a ruling no later than within 9 hours of the effective submission of the Request.
2. In the wording of the ruling, the Expert shall either allow or dismiss the Request in whole or in part and shall decide on the costs of the ADP. The ruling shall contain concise grounds in which the Expert indicates the facts and evidence on which he relied.
3. Allowing the Request in whole or in part, the Expert:
 - 1) shall order the Opponent to remove the disputed Exhibits from the Stand, cover them or discontinue their use or
 - 2) shall order the Opponent to permanently close the Stand.
4. Allowing the Request in whole or in part, the Expert may address a recommendation to MTP to exclude the Opponent from the next edition of the Fair in the event of particularly blatant violations or persistent obstruction of the ADP by the Opponent.
5. If the ruling does not contain any of the elements referred to in section 2-3, the Party may, within 1 hour of service of the ruling, request its supplementation. In such case, the Expert shall be obliged, within 1 hour of notification of the request, to supplement the ruling or to inform the Party of the refusal to supplement the ruling together with the reasons for such decision.
6. The ruling of the Expert shall be immediately enforceable. The Parties shall have no right of appeal against the ruling.
7. The Parties and the Expert shall be bound by the ruling from the time of its delivery.

XV. Fees and rules for incurring ADP costs

Article 23

1. A Request fee of PLN 4,000 (in words: four thousand), increased by the value added tax (VAT) due in accordance with applicable law, shall be paid to the bank account of MTP indicated by the FSO, to cover the total costs of the ADP.
2. MTP shall refund the Request fee to the Applicant, referred to in section 1, on the basis of a correcting invoice accepted by the Applicant, no later than within 5 days after the end of the Fair, in the event of:
 - 1) refusal to initiate the ADP for the reason referred to in Article 16 section 1 clause 2;
 - 2) withdrawal by the Opponent from the Fair Participation Agreement concluded with MTP prior to the delivery of the Request to the Opponent;
 - 3) withdrawal of the Request before it is sent to the Expert.
3. The Request fee due to be paid to MTP is PLN 1,000 (in words: one thousand), and MTP shall refund the overpaid amount of the Request fee to the Applicant, on the basis of a correcting invoice accepted by the Applicant, no later than within 5 days after the end of the Fair, in the event of:
 - 1) refusal to initiate or discontinuance of the ADP for the reason referred to in Article 16 section 1 clause 1 and 3-4;
 - 2) discontinuance of the ADP for the reason referred to in Article 16 section 1 clause 2, after the inspection of the Opponents' stand by the Expert, referred to in Article 17 section 2;
 - 3) withdrawal of the Request after it is sent to the Expert.
4. In the event of a ruling in favour of the Applicant the Expert shall order the Opponent to refund the Request fee to the Applicant.

5. In the event of voluntary removal, covering or cessation of the use by the Opponents of disputed Exhibits in accordance with Article 18 section 1-2, the Request fee due to be paid to MTP is PLN 1,000 (in words: one thousand). The Expert shall order the Opponent to refund to the Applicant the equivalent of the amount specified in the previous sentence. MTP shall refund to the Applicant the overpaid amount of the Request fee, on the basis of a correcting invoice accepted by the Applicant, no later than within 5 days after the end of the Fair.
6. In the event of the conclusion of a settlement agreement by the Parties, the Request fee due to be paid to MTP is PLN 3,000 (in words: three thousand). MTP shall refund to the Applicant the overpaid amount of the Request fee, on the basis of a correcting invoice accepted by the Applicant, no later than within 5 days after the end of the Fair. The Opponent shall refund to the Applicant the remaining amount of the Request fee, unless the Parties stipulate otherwise in the settlement agreement.
7. In the event of the Opponent's failure to submit a signed ADP Clause or withdrawal by the Opponent from the Fair Participation Agreement concluded with MTP after the delivery of the Request to the Opponent, the Request fee due to MTP after inspection of the Opponent's stand, referred to in Article 17 section 2, is PLN 1000 (in words: one thousand). MTP shall refund to the Applicant the overpaid amount of the Request fee, on the basis of a correcting invoice accepted by the Applicant, no later than within 5 days after the end of the Fair
8. In the event of a ruling against the Applicant, the fee on the Request shall not be refunded.
9. The amounts due to MTP, specified in sections 3 and 5-7 are net amounts, to which the value added tax (VAT) due is added by MTP in accordance with applicable law. In the events specified in sections 4-6 the obligation of the Opponent to pay to the Applicant the amount indicated therein, resulting from the Expert's ruling or the settlement agreement concluded by the Parties, constitutes reimbursement of the costs of PPS proceedings. The reimbursement of the costs of the ADP proceedings, referred to in the previous sentence to the Applicant who is a payer of value added tax shall be paid in net amount.

XVI. Enforcement of the ruling

Article 24

1. If the Opponent does not comply immediately with the contents of the ruling or settlement, the Applicant may request MTP to enforce the ruling or settlement via the FSO at the expense and risk of the Opponent.
2. The Applicant may apply to MTP via the FSO for the enforcement of the ruling or settlement also in the event that, after the enforcement of the ruling or settlement, the Opponent behaves contrary to its contents during the Fair.
3. If the Opponent fails to comply with the obligation under Article 18 section 3 to voluntarily remove, cover or discontinue the use of the disputed Exhibits as referred to in Article 18 section 1-2 or, after this obligation has been complied with, again behaves contrary to its content, the provisions of sections 1 and 2 shall apply accordingly.
4. If the Opponent or third parties acting in concert with the Opponent hinder or prevent MTP from enforcing the ruling or the obligation under Article 18 section 1-2 on the basis of sections 1-3, MTP may submit to the Opponent a statement on the termination of the Fair Participation Agreement with immediate effect. In the case specified in the previous sentence, MTP may also ban the Opponent from participating in a Fair over a specific period.

XVII. Processing of personal data in connection with the ADP

Article 25

1. The controller of personal data processed in connection with the ADP is Międzynarodowe Targi Poznańskie sp. z o.o. with its registered office in Poznań, ul. Głogowska 14, 60-734 Poznań.
2. MTP has appointed a Data Protection Officer (DPO), who may be contacted by e-mail at: iod@grupamtp.pl.
3. As part of the ADP, MTP processes personal data of the Parties (natural person), their representatives or employees, Experts and third parties, e.g. inspection participants exclusively for the purpose of conducting the ADP in accordance with the Rules and Regulations and generally applicable legal regulations, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (general regulation on data protection) (hereinafter referred to as the GDPR).
4. The provision of personal data by the Party (natural person), its representative or employee, Expert, third party is voluntary, but failure to provide such data makes it impossible to participate in the ADP.
5. In the event of Applicants (natural persons) and Experts, MTP processes their personal data to the extent necessary for taking actions at their request before the conclusion of an agreement or performance of an agreement concluded between MTP and the Applicant (natural person) – to the extent covered by the Request and the ADP Clause - (legal basis: Article 6(1)(b) of the GDPR), as well as in order to perform legal obligations incumbent upon MTP in connection with the performance of such agreements, in particular obligations relating to accounting and tax settlements (legal basis: Article 6(1)(c) of the GDPR).
6. In the event of Opponents (natural persons), MTP processes their personal data to the extent indicated by the Applicant in the Request (name and surname of the Opponent (natural person), stand number) - in order to initiate the ADP in accordance with the terms set forth in the Rules and Regulations - which constitutes a legitimate interest of MTP pursuant to Article 6(1)(b) of the GDPR, and in the event that the Opponent accedes to the ADP to the extent necessary for taking actions at his request before the conclusion of an agreement or performance of an agreement concluded between MTP and the Opponent (natural person) – to the extent covered by the reply to the Request and the ADP Clause - (legal basis: Article 6(1)(b) of the GDPR), as well as in order to perform legal obligations incumbent upon MTP in connection with the performance of such agreements, in particular obligations relating to accounting and tax settlements (legal basis: Article 6(1)(c) of the GDPR).
7. In the event of representatives or employees of the Parties or third parties, MTP processes their personal data to the extent specified in the Request or in reply to the Request - in order to perform the ADP, i.e. to service and perform the actions undertaken by the representative/employee within the ADP - which constitutes the performance of MTP's obligations under the provisions of law governing the power of attorney (representatives of the Parties), as well as constitutes a legitimate interest of MTP pursuant to Article 6(1)(f) of the GDPR.
8. MTP may process personal data of the Sites (natural persons), their representatives or employees, as well as Experts and third parties also:
 - a) in order to assert, pursue or defend claims between them and MTP which constitutes MTP's legitimate interest under Article 6(1)(f) of the GDPR;
 - b) where the ADP is conducted on MTP's premises in order to ensure the safety of MTP, its personnel, which constitutes a legitimate interest of MTP under Article 6(1)(f) of the GDPR.
9. With the consent of the Party (natural person), its representative or employee, the Expert, a third party, their personal data may be processed for each of the purposes indicated in the consent clause, e.g. for marketing purposes pursuant to Article 6(1)(a) of the GDPR. Consent to

the processing of personal data for the above purposes is not required in order to participate in the ADP.

10. MTP may disclose personal data of the Parties (natural persons), their representatives or employees, Experts, third parties to entities providing it with legal services, IT services, accounting, service, agency, postal, courier, printing services. MTP shall disclose personal data of the above entities to other entities participating in the ADP in accordance with the terms set forth in the Rules and Regulations.
11. Personal data of the Parties (natural persons), their representatives or employees, Experts, third parties shall be stored for the period necessary to complete the ADP, after which the data shall be stored for the period appropriate for the statute of limitations of claims and criminal offences or for the period required by law, e.g. tax regulations.
12. Within the limits set forth by law, persons whose personal data are processed in connection with the ADP shall have the right to demand: access to the content of their data, rectification, deletion, limitation of processing, data portability, file an objection to the processing of personal data based on the legitimate interest of MTP.
13. Where personal data are processed on the basis of a consent, the consent may be withdrawn at any time without affecting the lawfulness of the processing carried out on the basis of this consent prior to its withdrawal.
14. The rights referred to above may be exercised by indicating the demands and communicating them in any form, in particular to e-mail address: iod@grupamtp.pl.
15. Persons whose personal data are processed in connection with the ADP shall have the right to lodge a complaint with the President of the Office for Personal Data Protection if they consider that the processing of their personal data by MTP violates the provisions of the GDPR.

Appendices:

Appendix No. 1 – Specimen ADP Clause

Appendix No. 2 – Specimen of the Request

Appendix No. 3 – Visual Inspection Report Specimen

Appendix No. 4 – Specimen of the Opponent's Declaration

Appendix No. 5 – Specimen of the Reply to the Request

Appendix No. 6 – Minutes of a Meeting Specimen

Appendix No. 7 – Specimen of the Expert's declaration of impartiality and independence in the ADP

ADP CLAUSE

Case number

Whereas on _____ during _____
(name of event)

organised by Międzynarodowe Targi Poznańskie sp. z o.o. in Poznań (hereinafter referred to as "MTP"), a request was filed at the Fair Service Office for the initiation of Accelerated Dispute Procedure (hereinafter: "ADP") in case no. _____ concerning the plea of infringement of intellectual property rights or committing an act of unfair competition as defined in Article 5 of the Rules and Regulations of the Accelerated Dispute Procedure (ADP) for participants in fairs organised by Międzynarodowe Targi Poznańskie Sp. z o.o. (hereinafter: "ADP Rules and Regulations") in the manner specified in the above request, I hereby consent to the dispute indicated above being resolved by an expert from the list of experts kept by MTP, appointed in accordance with the provisions of the ADP Rules and Regulations.

I consent to resolving the above dispute on the basis of the provisions of the ADP Rules and Regulations setting forth the rules and mode of proceedings conducted as part of ADP, attached as Appendix 1 to this statement.

At the same time, I confirm that this ADP Clause does not exclude the possibility of pursuing before common courts claims, arising from the abovementioned dispute, that cannot be the subject of a ruling referred to in Article 22 of the ADP Rules and Regulations.

Appendices:

1. ADP Rules and Regulations;
2. Power of attorney to sign the arbitration clause.

Place, date and time	Legible signature, stamp
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**REQUEST FOR INITIATING
ACCELERATED DISPUTE PROCEDURE ("ADP")**

(The request for initiating the ADP shall be submitted via the Fair Service Office [FSO], at the earliest on the day preceding the opening day of the Fair, and at the latest by 2 p.m. on the penultimate day of the Fair. In the case of One-Day Fairs, the Request may be submitted only on the day preceding the opening day of the Fair until 5:00 p.m.)

Case number <i>(Filled in by FSO.)</i>

A. Case details

Name/number of the fair
Date and time of receipt <i>(To be completed by FSO.)</i>

B. Parties

Details of the Applicant
Name and surname/business name
Address
E-mail
Contact mobile phone
Stand number

Details of Representative/Proxy* of the Applicant <i>(If the Applicant is represented by a professional proxy, the request should be accompanied by a power of attorney.)</i>
Name and surname
E-mail

* Delete as appropriate. A **representative** is the person specified in the notification of participation authorised to represent the Applicant in the ADP.

Contact mobile phone
Details of the Opponent
Name and surname/business name
Stand number

C. Declaration and motions of the Applicant

1. The Applicant accuses the Opponent of:

- copyright infringement
- infringement of the right of protection for a trade mark
- committing an act of unfair competition
- infringement of the right from registration of an industrial design

2. Description of the plea in law specifying the disputed exhibits

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3. Grounds, including indication of the evidence

(Evidence of rights: Evidence may include in particular extracts from the relevant industrial property rights register, documents evidencing payment of periodic fees, documents evidencing authorship or other author's economic rights, including agreements for the acquisition of the disputed IPR or for obtaining a licence to use the disputed IPR; the evidence must be attached to the Request.)

No	Type of document

Grounds and other evidence in support of the Applicant's assertions

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D. Proof of payment of the fee on the Request

Details for the fee on the Request:

Międzynarodowe Targi Poznańskie sp. z o.o.

ul. Głogowska 14, 60-734 Poznań

Bank account numer

Nr konta **PLN**: 38 102040270000110204242962

Nr konta **EUR** (IBAN): PL 46 102040270000140210929075, SWIFT: BPKOPLPW

The filing of this Request with the FSO by an entity which is not an Exhibitor, bound by a Fair Participation Agreement concluded with Międzynarodowe Targi Poznańskie Sp. z o.o., is tantamount to an undertaking to comply with the provisions of the Accelerated Dispute Procedure (ADP) Rules and Regulations for participants in fairs organised by Międzynarodowe Targi Poznańskie Sp. z o.o.

Place, date and time	Signature
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Appendices:

1. *Power of attorney* *
2. *Proof of payment of the fee on the Request,*
- 3.
- 4.
- 5.

* *Attach if the Opponent is represented by an attorney. Otherwise delete.*

Information on the processing of personal data of the Applicant and/or their representative/employee

1. The controller of personal data processed in connection with the ADP is MTP. Contact details: Międzynarodowe Targi Poznańskie sp. z o. o. with its registered office in Poznań, 60-734, ul. Głogowska 14, e-mail: iod@grupamtp.pl.
2. MTP has appointed a Data Protection Officer (DPO), who may be contacted by e-mail at: iod@grupamtp.pl.
3. As part of the ADP, MTP processes personal data of the Applicant (natural person), their representatives or employees exclusively for the purpose of conducting the ADP in accordance with the Rules and Regulations and generally applicable legal regulations, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (general regulation on data protection) (hereinafter referred to as the GDPR).
4. The provision of personal data by the Applicant (natural person), their representative or employee is voluntary, but failure to provide such data makes it impossible to participate in the ADP.
5. MTP processes the personal data of the Applicant (natural person) to the extent necessary for taking actions at their request before the conclusion of an agreement or performance of an agreement concluded between MTP and the Applicant (natural person) – to the extent covered by the Request and the ADP Clause - (legal basis: Article 6(1)(b) of the GDPR), as well as in order to perform legal obligations incumbent upon MTP in connection with the performance of such agreements, in particular obligations relating to accounting and tax settlements (legal basis: Article 6(1)(c) of the GDPR).
6. In the event of representatives or employees of the Applicant, MTP processes their personal data to the extent specified in the Request or in the ADP clause - in order to conduct the ADP, i.e. in order to service and perform actions undertaken by the representative/employee within the ADP - which constitutes performance of MTP's obligations under the provisions of law governing the power of attorney (representatives) and constitutes a legitimate interest of MTP pursuant to Article 6(1)(f) of the GDPR.
7. MTP may process personal data of the Applicant (natural person), their representatives or employees also:
 - a) in order to assert, pursue or defend claims between them and MTP which constitutes MTP's legitimate interest under Article 6(1)(f) of the GDPR;
 - b) where the ADP is conducted on MTP's premises in order to ensure the safety of MTP, its personnel, which constitutes a legitimate interest of MTP under Article 6(1)(f) of the GDPR.
8. With the consent of the Applicant (natural person), their representative or employee, their personal data may be processed for the purposes indicated each time in the consent clause, e.g. for marketing purposes pursuant to Article 6(1)(a) of the GDPR. Consent to the processing of personal data for the above purposes is not required in order to participate in the ADP.
9. MTP may disclose personal data of the Applicant (natural person), their representatives or employees to entities providing legal services, IT services, accounting, servicing, agency, postal, courier and printing services to them. MTP shall disclose personal data of the above entities to other entities participating in the ADP in accordance with the terms set forth in the Rules and Regulations.
10. The personal data of the Applicant (natural person), their representatives or employees, will be stored for the period necessary to complete the ADP, after which the data will be stored for the period appropriate for the statute of limitations of claims and criminal offences or for the period required by law, e.g. tax regulations.
11. Within the limits set forth by law, persons whose personal data are processed in connection with the ADP shall have the right to demand: access to the content of their data, rectification, deletion, limitation of processing, data portability, file an objection to the processing of personal data based on the legitimate interest of MTP.
12. Where personal data are processed on the basis of a consent, the consent may be withdrawn at any time without affecting the lawfulness of the processing carried out on the basis of this consent prior to its withdrawal.
13. The rights referred to above may be exercised by indicating the demands and communicating them in any form, in particular to e-mail address: iod@grupamtp.pl.
14. Persons whose personal data are processed in connection with the ADP shall have the right to lodge a complaint with the President of the Office for Personal Data Protection if they consider that the processing of their personal data by MTP violates the provisions of the GDPR.

**OPPONENT'S STAND INSPECTION REPORT
IN THE ACCELERATED DISPUTE PROCEDURE ("ADP")**

Case number

A. Expert's details

Expert's name and surname

B. Details of the Parties to the ADP

Details of the Applicant	Details of the Opponent
Name and surname/business name	Name and surname/business name
Stand number	Stand number

C. Course of the inspection, motions and statements of the Parties

Inspection ended:

_____ *place, date and time*

Signatures of participants:

Applicant
Applicant's Proxy
Opponent
Opponent's Proxy
Other participating persons
Expert

Appendices:

1. *Photographic documentation;*
- 2.
- 3.
- 4.
- 5.

**REPRESENTATION OF THE OPPONENT
PURSUANT TO ARTICLE 18 OF THE ADP RULES AND REGULATIONS**

Case number

I, the undersigned,

Details of the Opponent
Name and surname/business name
Stand number

Represent that I undertake to immediately remove/cover/cease using* exhibits indicated in item C.2 of the Request.

for the duration of the fair:

Fair's name
Fair's date

Other representations:

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Place, date and time	Signature
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* Delete as appropriate.

**REPLY TO THE REQUEST FOR INITIATING
ACCELERATED DISPUTE PROCEDURE ("ADP")**

(Response to the ADP Initiation Request is submitted via the Fair Service Office [FSO]; the Opponent may submit a Reply to the Request within 4 hours of the delivery of the Request. Failure to submit a Reply to the Request shall not halt the consideration of the Request.)

Case number

A. Parties

Details of the Applicant
Name and surname/business name
Stand number
Representative ¹ /Proxy of the Applicant

Details of the Opponent
Name and surname/business name
Address
E-mail
Contact mobile phone
Stand number

¹Delete as appropriate. **The representative** is the person specified in the application for participation authorised to represent the Applicant in the ADP.

Details of the Representative/Proxy* of the Opponent

(If the Opponent is represented by a proxy, the application must be accompanied by a power of attorney.)

Name and surname

E-mail

Contact mobile phone

B. Statement and motions of the Opponent

1. In response to the Request the Opponent:

moves for dismissing the Request in its entirety

submits another request (e.g. a proposal for an amicable settlement of the dispute) - please specify below:

2. Statement of reasons including the evidence** :

(Evidence of rights Evidence may include in particular excerpts from relevant industrial property rights registers, documents confirming payment of periodic fees, documents confirming authorship or ownership of copyrights on other grounds, including agreements on the acquisition of disputed intellectual property rights or obtaining a licence to use disputed intellectual property rights).

* Delete as appropriate. **The representative** is the person specified in the application for participation authorised to represent the Applicant in the ADP.

** Evidence must be attached to the Reply to the Request in the form of attachments.

3. Other evidence to support the Opponent's assertions

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Place, date and time	Signature
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Appendices:

1. *Power of attorney* *
- 2.
- 3.
- 4.
- 5.
- 6.

Information on the processing of personal data of the Opponent and/or their representative/employee

1. The controller of personal data processed in connection with the ADP is MTP. Contact details: Międzynarodowe Targi Poznańskie sp. z o.o. with its registered office in Poznań, 60-734, ul. Głogowska 14, e-mail: iod@grupamtp.pl.
2. MTP has appointed a Data Protection Officer (DPO), who may be contacted by e-mail at: iod@grupamtp.pl.
3. As part of the ADP, MTP processes personal data of the Opponent (natural person), their representatives or employees exclusively for the purpose of conducting the ADP in accordance with the Rules and Regulations and generally applicable legal regulations, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (general regulation on data protection) (hereinafter referred to as the GDPR).

* *Attach if the Opponent is represented by a proxy. Otherwise delete.*

4. The provision of personal data by the Opponent (natural person), their representative or employee is voluntary, but failure to provide such data makes it impossible to participate in the ADP.
5. MTP processes the personal data of the Opponent (natural person) to the extent indicated by the Applicant in the Request (name of the Opponent (natural person), stand number) in order to initiate the ADP on the terms specified in the Rules and Regulations - which constitutes a legitimate interest of MTP pursuant to Article 6(1)(b) of the GDPR, and in the event that the Opponent enters the ADP to the extent necessary for taking actions at their request before the conclusion of an agreement or performance of an agreement concluded between MTP and the Opponent (natural person) – to the extent covered by the reply to the Request and the ADP Clause - (legal basis: Article 6(1)(b) of the GDPR), as well as in order to perform legal obligations incumbent upon MTP in connection with the performance of such agreements, in particular obligations relating to accounting and tax settlements (legal basis: Article 6(1)(c) of the GDPR).
6. In the case of representatives or employees of the Opponent, MTP processes their personal data to the extent specified in the Request or in the reply to the Request - in order to conduct the ADP, i.e. in order to service and perform actions undertaken by the representative/employee within the ADP - which constitutes performance of MTP's obligations under the provisions of law governing the power of attorney (representatives) and constitutes a legitimate interest of MTP pursuant to Article 6(1)(f) of the GDPR.
7. MTP may process personal data of the Opponent (natural person), their representatives or employees also:
 - a) in order to assert, pursue or defend claims between them and MTP which constitutes MTP's legitimate interest under Article 6(1)(f) of the GDPR;
 - b) where the ADP is conducted on MTP's premises in order to ensure the safety of MTP, its personnel, which constitutes a legitimate interest of MTP under Article 6(1)(f) of the GDPR.
8. With the consent of the Opponent (natural person), their representative or employee, their personal data may be processed for the purposes indicated each time in the consent clause, e.g. for marketing purposes pursuant to Article 6(1)(a) of the GDPR. Consent to the processing of personal data for the above purposes is not required in order to participate in the ADP.
9. MTP may disclose personal data of the Opponent (natural person), their representatives or employees to entities providing legal services, IT services, accounting, servicing, agency, postal, courier and printing services to them. MTP shall disclose personal data of the above entities to other entities participating in the ADP in accordance with the terms set forth in the Rules and Regulations.
10. The personal data of the Opponent (natural person), their representatives or employees, will be stored for the period necessary to complete the ADP, after which the data will be stored for the period appropriate for the statute of limitations of claims and criminal offences or for the period required by law, e.g. tax regulations.
11. Within the limits set forth by law, persons whose personal data are processed in connection with the ADP shall have the right to demand: access to the content of their data, rectification, deletion, limitation of processing, data portability, file an objection to the processing of personal data based on the legitimate interest of MTP.
12. Where personal data are processed on the basis of a consent, the consent may be withdrawn at any time without affecting the lawfulness of the processing carried out on the basis of this consent prior to its withdrawal.
13. The rights referred to above may be exercised by indicating the demands and communicating them in any form, in particular to e-mail address: iod@grupamtp.pl.
14. Persons whose personal data are processed in connection with the ADP shall have the right to lodge a complaint with the President of the Office for Personal Data Protection if they consider that the processing of their personal data by MTP violates the provisions of the GDPR.

**MINUTES OF A MEETING
HELD IN THE COURSE OF ACCELERATED DISPUTE PROCEDURE („ADP“)**

Case number

A. Expert

Name and surname

B. Details of the Parties to the ADP

Details of the Applicant	Details of the Opponent
Name and surname/business name	Name and surname/business name
Stand number	Stand number

C. Course of the meeting, motions and statements of the Parties

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D. Settlement content

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Signatures of meeting participants:

Applicant
Applicant's Proxy
Opponent
Opponent's Proxy
Expert

Meeting ended: _____
place, date and time

**REPRESENTATION CONCERNING EXPERT'S INDEPENDENCE AND IMPARTIALITY
IN THE ACCELERATED DISPUTE PROCEDURE ("ADP")**

Case number

I, the undersigned,

Expert's name and surname

hereby represent that:

1. I consent to acting as an Expert in accordance with the Rules and Regulations of the Accelerated Dispute Procedure (ADP) for participants in fairs organised by Międzynarodowe Targi Poznańskie Sp. z o.o. ("**ADP Rules and Regulations**");
2. I have read and accept the rules, standards and requirements set out in the ADP Rules and Regulations;
3. I meet the requirements for the Expert set forth in the ADP Rules and Regulations;
4. by agreeing to perform the function of an Expert, I undertake to perform my duties in a fair and reliable manner and within the time limits required under the ADP Rules and Regulations;
5. to the best of my knowledge, there are no circumstances which could exclude or limit my impartiality and independence from the Parties in the aforementioned proceedings; in particular, I am not aware of any past or present, direct or indirect links of any kind with any of the Parties, including financial, professional, personal or other links, the nature of which would require their disclosure and which could impair my impartiality or independence.
6. if at any time during the proceedings circumstances arise which could raise a justified doubt as to my impartiality or independence in the case, I undertake to immediately withdraw from participation in the proceedings in accordance with the provisions of the ADP Rules and Regulations;
7. I take into account and undertake to respect the confidentiality of the procedure in accordance with Article 7 of the ADP Rules and Regulations.

Optional representations of the Expert:

Place and date	Signature of the Expert
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Information on the processing of expert's personal data

1. The controller of the Expert's personal data processed in connection with the ADP is MTP. Contact details: Międzynarodowe Targi Poznańskie sp. z o.o. with its registered office in Poznań, 60-734, ul. Głogowska 14, e-mail: iod@grupamtp.pl.
2. MTP has appointed a Data Protection Officer (DPO), who may be contacted by e-mail at: iod@grupamtp.pl.
3. As part of the ADP, MTP processes personal data of the Expert exclusively for the purpose of conducting the ADP in accordance with the Rules and Regulations and generally applicable legal regulations, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (general regulation on data protection) (hereinafter referred to as the GDPR).
4. The provision of personal data by the Expert is voluntary, but failure to provide such data makes it impossible to participate in the ADP.
5. MTP processes the personal data of the Expert to the extent necessary for taking actions at his request before the conclusion of an agreement or performance of an agreement concluded between MTP and the Expert (legal basis: Article 6(1)(b) of the GDPR), as well as in order to perform legal obligations incumbent upon MTP in connection with the performance of this agreement, in particular obligations relating to accounting and tax settlements (legal basis: Article 6(1)(c) of the GDPR).
6. MTP may process the personal data of the Expert also :
 - a) in order to assert, pursue or defend claims between the Expert and MTP which constitutes MTP's legitimate interest under Article 6(1)(f) of the GDPR;
 - b) where the ADP is conducted on MTP's premises in order to ensure the safety of MTP, its personnel, which constitutes a legitimate interest of MTP under Article 6(1)(f) of the GDPR.
7. With the consent of the Expert, his personal data may be processed for the purposes indicated each time in the consent clause, e.g. for marketing purposes pursuant to Article 6(1)(a) of the GDPR. Consent to the processing of personal data for the above purposes is not required in order to participate in the ADP.
8. MTP may disclose personal data of the Expert to entities providing legal services, IT services, accounting, servicing, agency, postal, courier and printing services to it. MTP shall disclose personal data of the Expert to other entities participating in the ADP in accordance with the terms set forth in the Rules and Regulations.
9. The personal data of the Expert will be stored for the period necessary to complete the ADP or until the expiry of the agreement with the Expert, after which the data will be stored for the period appropriate for the statute of limitations of claims and criminal offences or for the period required by law, e.g. tax regulations.
10. Within the limits set forth by law, the Expert shall have the right to demand: access to the content of his data, rectification, deletion, limitation of processing, data portability, file an objection to the processing of personal data based on the legitimate interest of MTP.
11. Where personal data are processed on the basis of a consent, the consent may be withdrawn at any time without affecting the lawfulness of the processing carried out on the basis of this consent prior to its withdrawal.
12. The rights referred to above may be exercised by indicating the demands and communicating them in any form, in particular to e-mail address: iod@grupamtp.pl.
13. The Expert shall have the right to lodge a complaint with the President of the Office for Personal Data Protection if he considers that the processing of his personal data by MTP violates the provisions of the GDPR.