

General Terms and Conditions for Event Partners

**of the Konradin Publishing Group
(May 2021)**

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I. Scope of application, conclusion of contract

1. Scope

- 1.1 These Terms and Conditions apply to contracts with event partners who provide specific services in support of events held by us (hereinafter referred to as "Partners"). Events can be those where all participants are present at one venue, but may also be digital formats such as streams and webinars; hybrid events at which some of the participants are on-site and others participate via the internet or otherwise remotely are also conceivable.
- 1.2 The Terms and Conditions shall only apply to entrepreneurs, i.e. to persons who, at the time of concluding the legal transaction, are acting in the exercise of their commercial or independent professional activity (Section 14 German Civil Code (BGB)).
- 1.3 These Terms and Conditions apply exclusively. We are not bound by the Partner's additional or deviating terms and conditions.

2. Conclusion of contract

The contract is concluded upon receipt of our confirmation of order in text form.

II. Services of the Partner

3. General information on the Partner's duties and work

- 3.1 The actual work performed by the Partner is specified in our confirmation of order.
- 3.2 Partners that advertise for the event themselves must primarily use the materials provided by us for this purpose. In any case, Partners' own advertising must be based on information provided by us.

4. Financial contribution

- 4.1 If it is agreed that the Partner will support the event by paying a sum of money, the amount is due for payment within two weeks of receipt of the invoice.
- 4.2 Achievement of the communicative objectives pursued by the Partner in entering into the contract shall not affect our claim for payment unless we have impeded or frustrated the achievement of these objectives by breaching material contractual obligations within the meaning of Clause 16 or by wilful or grossly negligent conduct.

5. Speeches

- 5.1 If the Partner undertakes to give presentations, lectures, participate in panel discussions or similar, it shall provide us with presentation documents in a standard file format by the deadline specified by us.
- 5.2 We may record the presentation in audio and video format.
- 5.3 The Partner shall transfer to us – without separate remuneration – the non-exclusive right, unlimited in space and time, to use the documents and the recording in all known types of use and to grant third parties corresponding rights of use, in particular the right of reproduction (Section 16 German Copyright Act (UrhG)), the right of distribution (Section 17 UrhG), the right of exhibition (Section 18 UrhG) as well as the right of public reproduction (Section 15 para. 2 UrhG), in particular the right of recital, performance and presentation (Section 19 UrhG), the right of making available to the public (Section 19a UrhG), the broadcasting right (Section 20 UrhG), the right of reproduction by means of visual or audio carriers (Section 21 UrhG) as well as the right of reproduction of radio broadcasts and of making available to the public (Section 22 UrhG). We can therefore, for example, make the documents or the recording available for download from websites or as a podcast, either ourselves or through third parties. The granting of rights also includes the direct transmission of the presentation on the internet, as a so-called live stream. The Partner must inform us when sending the original presentation documents in accordance with Clause 5.1 if it wishes to use a different version for publication.
- 5.4 We may re-format or otherwise edit documents if this is necessary for use in accordance with the contract. We are not entitled to further process the documents; we will not change or remove copyright notices.
- 5.5 The Partner shall indemnify us against claims by third parties based on the infringement of third-party rights by its presentation documents.
- 5.6 The Partner shall organise its own travel to and from the event as well as any overnight accommodation required at its own expense.

6. Exhibition areas

- 6.1 Partners shall make use of exhibition areas made available to them in accordance with the agreement.
- 6.2 The provisions of Clause 9 shall apply in all other respects.

7. Contributions in kind

- 7.1 If it has been agreed that the Partner will support our event by providing contributions in kind, e.g. premises, technology, catering or event materials, these must be made available to us in good time in accordance with their respective purpose.
- 7.2 If it has been agreed that the Partner will support us with its own personnel in the preparation or implementation of the event or that it will commission a service provider for this purpose, the Partner must ensure that the persons deployed have the necessary qualifications.

III. Our services

8. Our services

- 8.1 We do not owe the Partner a specific number of participants for the event or a specific communicative success as a result of the event.
- 8.2 Our scope of the actual services we provide is specified in our confirmation of order.
- 8.3 If we fail to provide part of the services as owed, the Partner shall only be entitled to assert rights with regard to this part of the services, while the rest of the contract remains unaffected.

9. Exhibition areas

- 9.1 Provision of exhibition areas for the presentation and advertising of its company, its services and its products requires the Partner to comply with our construction and stand design specifications (in particular with regard to schedule, area, size and, if applicable, weight) in addition to the relevant statutory and official regulations. We will make our guidelines available to the Partner in good time. The location, size and technical equipment of the exhibition areas shall be agreed individually.
- 9.2 The Partner shall take into account our legitimate interests as well as the legitimate interests of any other partners when using the exhibition area. The Partner may only engage in event-related advertising that does not violate legal regulations or public morality and that does not have an ideological or political character. Visual, moving and acoustic advertising media, musical reproductions and the use of music in product presentations are permitted in compliance with legal and official regulations, provided that no other persons, in particular other partners, are unreasonably impaired. If this is not the case, we may demand that a corresponding change is made to the Partner's advertising measures and means and – if the Partner does not comply with this – we may prohibit corresponding advertising measures and means and seize the Partner's existing advertising materials for the duration of the event.

9.3 We do not assume any security responsibility for the exhibition areas and exhibits placed on them.

9.4 The Partner may only transfer all or part of an allocated exhibition area to third parties with our consent. If an exhibition area is allocated jointly to several partners, they shall be liable to us as joint and several debtors.

10. Advertising space during the event and other advertising

10.1 If it has been agreed that the Partner may display its own advertising (e.g. logo banners) during the event, the regulations on exhibition areas shall apply accordingly.

10.2 If it has been agreed that the Partner may place its own advertising on spaces provided by us (e.g. admission tickets, programme booklets, stage backs) during the event, or if it has been agreed that we will provide other advertising services for the Partner (e.g. publication of advertisements in our print products, e-mail newsletters or on our websites), it shall be incumbent on the Partner to provide us with the texts and graphics required for this by the deadline specified by us, taking into account our specifications regarding file format and file quality.

10.3 The Partner must comply with legal requirements and third-party rights in the design of its advertising content. The Partner shall indemnify us against claims by third parties based on the infringement of third-party rights by its advertising.

11. Right to be designated as an Official Partner

If it has been agreed that the Partner may refer to itself as an Official Partner of our event in its own advertising, it must comply with our specifications regarding the specific designation and the use of any logos.

IV. Additional provisions

12. Termination for cause

12.1 Both contracting parties shall be entitled to terminate the contract for good cause without due notice.

12.2 Good cause for termination by us includes but is not limited to the following:

- the Partner has not settled an invoice issued by us even after receiving a reminder with a reasonable deadline for settlement;
- the Partner has grossly violated these General Terms and Conditions for Event Partners (e.g. Clause 9.2);
- the Partner has ceased making payments or an application for insolvency has been filed against its assets.

12.3 Notice of termination shall be served in writing to be effective.

12.4 Even after termination, we may continue to use the Partner's name and logo for the purpose of preparing and holding the event until such time as the use can be discontinued without impairing the advertising and marketing for the event.

13. Cancellation or changes to the event

13.1 We are entitled to cancel an event on reasonable grounds (e.g. insufficient participants to cover costs, last-minute unavailability of a speaker or any substitute). We will inform the Partner immediately about the cancellation. Subject to Clause 14, we shall return to the Partner any services already rendered or – if this is not possible – pay compensation for their value; claims for damages over and above this are excluded unless we are responsible for the reason for the cancellation. We will make an appropriate charge if we have already provided services on behalf of the Partner at the time the event is cancelled (e.g. by publishing advertisements). Insofar as available, we shall base the charge made on our price list that was valid at the time the services were provided.

13.2 We are also entitled to make other changes to events as long as it is reasonable to expect the Partner to accept this (e.g. agenda, schedule, hotel). We will inform the Partner immediately of any changes. Upon presentation of proof we will reimburse the Partner for any unavoidable additional costs incurred for travel to and from the event due to the changes.

14. Force majeure

14.1 If the event cannot take place due to force majeure, both contracting parties shall be released from their performance obligations subject to the following restrictions:

14.1.1 If it was agreed that the Partner would support the event by paying a sum of money, the Partner shall remain obliged to pay the agreed amount as follows:

| Period between cancellation and start of event | Remaining payment obligation |
|--|------------------------------|
| More than 12 weeks | 0% |
| More than 6 weeks | 25% |
| More than 1 week | 50% |
| 1 week and less | 75% |

We will immediately reimburse the Partner for any payments made in excess of this. We are required to cancel the event if it is determined on the basis of objective criteria that the event cannot take place on the planned date.

Our irreversible expenses are all the higher, the shorter the notice at which an event has to be cancelled. The graduated payment obligation provides for an appropriate distribution of risk for events that we would not have planned without the financial support of partners.

14.1.2 We shall return to the Partner any contributions in kind already made as far as possible. If it is not possible to return contributions in kind, the Partner shall not be entitled to compensation for lost value.

14.2 If the event can only take place in a substantially changed form as a result of force majeure (e.g. with a substantially lower number of participants or only virtually as a webinar or in a similar form), both contracting parties may demand reasonable alterations be made to the contract. The considerations set out in section 14.1.1 are taken into account accordingly.

14.3 Force majeure within the meaning of these General Terms and Conditions includes in particular natural disasters (e.g. earthquakes, floods, hurricanes), epidemics, pandemics, war, armed conflicts, civil war, terrorist attacks, industrial action, strikes, official measures.

15. Exclusion of Partners, domiciliary rights

15.1 We are entitled to exclude Partners from events entirely or partly if the Partner disturbs the event and refuses to cease the disturbance even when threatened with exclusion.

15.2 We, where applicable jointly with third parties, hold domiciliary rights during events and are therefore entitled to issue instructions.

16. Liability

16.1 Our liability for damages and reimbursement of costs for slight negligence – including but not limited to breach of contractual obligations and from tort – is excluded, unless we have breached a material contractual obligation, i.e. an obligation the fulfilment of which is a prerequisite for the proper performance of the contract or on fulfilment of which the customer may regularly rely. In this case, our liability is limited to the damage typical for the contract and which we must have anticipated at the time of conclusion of the contract on the basis of the circumstances known to us.

16.2 However, we bear unlimited liability for damages arising from injury to life, limb or health, for intent and gross negligence, for the absence of a guaranteed quality and under the Product Liability Act.

17. Final provisions

17.1 If one or more of these provisions are or become invalid, this shall not affect the validity of the remaining terms.

17.2 German law shall apply.

17.3 The place of jurisdiction is our registered place of business. We are also entitled to sue at the Partner's registered place of business.
