

## General Terms and Conditions of INTERPLAN Congress, Meeting & Event Management AG

### 1. Scope

- 1.1 These general terms and conditions (hereinafter referred to as "GTC") of INTERPLAN Congress, Meeting & Event Management AG (hereinafter referred to as "INTERPLAN") apply to all services (hereinafter referred to as "services") provided by INTERPLAN and its affiliated companies to companies in the sense of § 14 BGB (German Civil Code), a legal entity under German public law or a special fund under German public law (hereinafter referred to as "customer") in the field of planning, organisation and realisation of congresses and events (hereinafter referred to as "event") in Germany and abroad as well as for all services of other providers (hereinafter referred to as "services of other providers") which are available from INTERPLAN and as such become part of the respective contract between INTERPLAN and the customer.
- 1.2 General terms and conditions of the customer deviating from these GTC are only valid if they have been confirmed in writing by INTERPLAN. Any other general terms and conditions of the customer will not be accepted and the inclusion of such terms and conditions is hereby objected to.
- 1.3 Deviations from or additions to these GTC must be made in writing. Verbal collateral agreements at the time of conclusion of the contract are only legally binding if they have been confirmed in writing by INTERPLAN. This also applies to changes of the contract after conclusion of the contract.
- 1.4 Order documents, such as service descriptions, service specifications, orders and/or supplementary terms and conditions may contain specific data of business transactions that apply to certain types of services. In the event of a conflict between these GTC and such an order document, the latter shall take precedence over these GTC for the specific business transaction.

### 2. Contract conclusion

- 2.1 A contract (hereinafter referred to as "individual contract") is concluded upon countersignature of a customer order by INTERPLAN or upon acceptance by the customer (hereinafter jointly referred to as "parties") of an offer submitted by INTERPLAN.
- 2.2 With receipt by INTERPLAN of a signed registration form provided by INTERPLAN, in particular for an exhibition space or a presentation service, the customer makes INTERPLAN a binding contract offer. INTERPLAN may accept this offer to conclude a contract within a period of two weeks by issuing a written order confirmation to the customer.
- 2.3 Offers made by INTERPLAN are subject to change and non-binding, unless expressly agreed otherwise in writing, and remain valid for a period of two weeks from the date of issue. However, INTERPLAN reserves the right to revoke or amend offers at any time until acceptance by the customer.
- 2.4 Price and performance specifications as well as other declarations or assurances are only binding for INTERPLAN if they have been submitted or confirmed by INTERPLAN in text form.
- 2.5 Modifications or amendments of an offer or these GTC by the customer will be considered as a new offer of the customer.

### 3. Services of INTERPLAN

- 3.1 In case of doubt, the scope of the agreed services shall be determined by the individual contract on which the provision of services is based.
- 3.2 The services included in the registration forms are in general final. The inclusion of additional services, e.g. the additional placement of advertising material, is possible within the context of additional agreements, but must be coordinated with INTERPLAN in advance and approved by INTERPLAN.
- 3.3 The provided services are - unless expressly agreed otherwise between the parties - to be considered as services; a specific success in the provision of such services is not owed. In particular, INTERPLAN does not guarantee the number of visitors, participation of all announced speakers or program content, nor does it guarantee sales.
- 3.4 Unless otherwise stated in the respective offer, the responsibility for the project and its success remains with the customer. Irrespective of this, INTERPLAN is responsible for the provision of the services in accordance with the contract.
- 3.5 The services do not include the provision of hardware or software. Any provision of hardware or software within the context of the services is exclusively subject to the terms of a separate hardware provision or software license agreement.
- 3.6 INTERPLAN's service hours are Monday to Thursday (except on public holidays at INTERPLAN's registered office) from 8:00 to 18:00, on Fridays until 15:00.
- 3.7 If and insofar as the customer does not specify any requirements for the provision of services (e.g. with regard to concept, design and/or technology) INTERPLAN is free to decide how to perform the services.
- 3.8 If, during or after the provision of services, the customer requests changes beyond the services agreed upon in the individual contract, the customer shall bear the additional costs.
- 3.9 If the execution of the order is delayed for reasons for which the customer is responsible INTERPLAN may demand an appropriate increase of the remuneration.
- 3.10 The provision of services by INTERPLAN does not include legal advice by INTERPLAN, nor does INTERPLAN undertake any examination of the legal validity and correctness of the services, in particular with regard to competition, trademark and copyright law. Furthermore, INTERPLAN does not provide services in tax, investment, financing, insolvency, IT, auditing and accounting matters.
- 3.11 INTERPLAN is entitled to provide the services itself respectively through its own employees or through third parties, especially affiliated companies of INTERPLAN.
- 3.12 INTERPLAN may offer services of other providers (hereinafter referred to as "INTERPLAN Business Partners") or an INTERPLAN service may provide access to services of other providers, the use of which may require the customer to accept the displayed terms and conditions of such providers. By linking to or using the services of other providers the customer agrees to the terms and conditions of those providers. INTERPLAN is not a party to these third party agreements and is not responsible for the services provided by other providers.
- 3.13 INTERPLAN business partners which use or make available services are independent from INTERPLAN and solely decide on their prices and conditions. INTERPLAN is not responsible for their actions, omissions, statements or offers.

### 4. Allocation of exhibition space and presentation opportunities

- 4.1 The location of the allocated exhibition space is indicated in the floor plan. In general, booth areas will be allocated in the order in which registrations are received, taking into account on-site conditions. Placement requests will be met as far as possible. The allocation of booths will be confirmed in writing.
- 4.2 In the process of continuing planning, unforeseeable reasons may result in minor deviations of up to 10% in the allocation of space affecting the location or size of the individual booths. In this case the customer cannot make any claims against INTERPLAN.
- 4.3 The allocation of presentation services is generally based on the principle "first come - first served". No options for specific services can be provided.

### 5. Renting of booths

- 5.1 If the individual contract includes the rental of booths, the following applies: In general, only the bare area is rented. The rental price does not include any structures, connections and/or equipment. The maximum booth height stated in the customer information may not be exceeded. Neighbouring booths may not be obstructed in their own advertising by the use of constructions and banners. The rear walls of booths must always be kept clean and free of obstacles from the floor to the top edge.

- 5.2 The details regarding booth construction, booth design and/or additional regulations are laid down in the congress specific General Exhibitor Information and/or in the Exhibitor Handbook and are binding for the customer.

### 6. Implementation of additional events accompanying the congress

- 6.1 When arranging and conducting additional events accompanying the congress, the contents and the competitive situation of parallel events will be taken into account as far as possible. There will be no right to a specific time slot or space or a corresponding location of the exhibition booth.
- 6.2 INTERPLAN will ensure that all information on the additional events accompanying the congress is published in the printed congress materials and on the Internet. The customer therefore undertakes to send the title and program of the additional events accompanying the congress to INTERPLAN on time and on the agreed dates. Late submissions may result in the information not being published or being incomplete.
- 6.3 For the additional events accompanying the congress, the rooms which are also integrated into the regular congress schedule are available. Already existing technology and equipment are available to the customer. The customer is not entitled to any modifications if he wishes to make changes.
- 6.4 In particular, such requests can only be fulfilled if they can be carried out within the time available. Any additional costs incurred as a result shall be borne by the customer.
- 6.5 In general, the customer himself is responsible for the possible certification of the additional events accompanying the congress and the issue of the certificates on site.

### 7. Organisation of online events

- 7.1 INTERPLAN also provides its services in the field of planning, organisation and implementation of online events and so-called virtual congresses as well as so-called hybrid events (combination of offline and online events) (hereinafter jointly referred to as "online events").
- 7.2 For online events INTERPLAN offers the services according to clauses 3 to 6 - as far as applicable - in particular any exhibition space and presentation possibilities and the possibility to rent (virtual) booths in the context of the online event, for example on a website or in a virtual 3D environment.
- 7.3 All provisions of these GTCs also apply - as far as applicable - to the services of INTERPLAN in the context of online events.
- 7.4 In the context of online events the customer is in particular obliged to check his data and information for viruses or other harmful components before transmission, to observe all legal requirements, in particular the relevant data protection regulations, and to clarify any technical requirements on the customer's side with INTERPLAN prior to the event.

### 8. Obligations of the customer

- 8.1 Each of the parties shall appoint a contact person for the duration of the implementation of a contract/project. The measures required on both sides in accordance with the contractual regulations for the implementation of an order are agreed between these contact persons. The respective contact persons are to be named to the other party in text form within a period of 10 days after conclusion of the contract.
- 8.2 In order to provide services within the agreed schedule and budget, INTERPLAN depends on the cooperative collaboration of the client. This includes in particular that the client provides all relevant information and necessary personnel in a timely manner and informs INTERPLAN in good time about all matters and concerns the client has with regard to the services.
- 8.3 The cooperation obligations also include - to the degree and to the extent that this is necessary and/or agreed upon for the productive performance of INTERPLAN with regard to the respective individual contract - in particular the provision and setup of any necessary system accesses, network connections, roles and authorizations, access to premises, resources, application software, infrastructure, tools, data, hardware as well as their administration, the release of costs or cost estimates, concepts, drafts and, if applicable, acceptance of (partial) services. The responsibility for the working materials, information, data and/or preliminary work provided by the customer is solely with the customer. Timely submission in the requested form is a basic requirement for the success of the project.
- 8.4 The customer is responsible for ensuring that any content provided by him or by third parties commissioned by him or through him is correct, legally admissible, suitable for the purpose of the contract and free of any rights of third parties conflicting with the contractually intended use by INTERPLAN.
- 8.5 If personalised access data has been made available to the customer in connection with the service to be provided, its disclosure, even within the customer's organisation, is prohibited. The customer will inform INTERPLAN immediately if changes and/or risks arise with regard to access data provided by INTERPLAN, in particular if the customer's authorised employees leave the customer's company.
- 8.6 Image and sound recordings or transmissions of the customer or third parties require the consent of INTERPLAN as well as the persons involved. The use of megaphones, loudspeakers or other means of sound reproduction is prohibited. In any case it is to be avoided that the course of the event is disturbed.
- 8.7 Registration and payment of fees with GEMA is the responsibility of the customer.

### 9. Property rights/legal requirements

- 9.1 The customer is fully responsible for compliance with the official and/or statutory obligations incumbent upon him, in particular fire, radiation protection and accident prevention regulations as well as data protection regulations. The customer guarantees to pass on all relevant specifications and regulations to all parties involved, e.g. agencies, stand constructors, etc. and is responsible for compliance by third parties. In particular the internal regulations in the exhibition building are binding for all exhibitors and their suppliers.
- 9.2 In particular, the customer is obliged to observe all specifications with regard to occupational health and safety and accident prevention and product safety and to show only faultlessly secured machines, apparatus and other operating equipment that comply with the respectively applicable occupational health and safety and accident prevention and product safety regulations. The customer shall be liable for any personal injury or damage to property caused by machines, apparatus, equipment and work in the customer's area of responsibility.
- 9.3 The customer's data, in particular data and/or contents provided by the customer to INTERPLAN (hereinafter referred to as "customer data") may be protected by data protection law or by copyright or other protective rights. The customer grants INTERPLAN the right to process and use customer data for the purpose of providing services and as contractually agreed, in particular to copy and make publicly accessible.
- 9.4 The customer guarantees to INTERPLAN that he is entitled to the granting of rights according to clause 9.3 and that no rights of third parties (e.g. due to contractual relationships with third parties, due to unclear rights of use or data protection regulations) conflict with this and furthermore that no legal provisions are violated by the contractual processing and use of the customer data.
- 9.5 The customer shall indemnify INTERPLAN on first demand against any claims by third parties that they may assert against INTERPLAN or an affiliated company of INTERPLAN due to the customer's failure to comply with official and/or legal requirements and/or violations of rights committed by the customer and/or due to the customer's violation of the obligations under this clause 9. This release is valid including any reasonable legal prosecution and/or legal defence costs.
- 9.6 INTERPLAN is entitled to have photographs, drawings as well as photo and video recordings of the congress event made and to use them for advertising or press publications without the customer being able to raise objections or claims for remuneration.

### 10. Performance/delivery periods and dates

- 10.1 If no time frame is contractually agreed for the respective concrete service, service/delivery periods and dates for the services to be provided shall be agreed by the parties in text form.

- 10.2 Performance/delivery periods and dates are only binding if they have been confirmed by INTERPLAN in text form.
- 10.3 Compliance with performance/delivery periods and/or dates is subject to the order being completely clarified, all approvals being granted and payments, securities and other obligations to cooperate (e.g. procurement or provision of documents, provision of information etc.) to be provided by the customer. ) have been received or provided by INTERPLAN in due time. Deadlines will be extended appropriately if the above conditions are not all fulfilled in time.
- 10.4 Delays due to reasons beyond INTERPLAN's control (e.g. force majeure, fault of third parties or occurrence of other unforeseeable events beyond INTERPLAN's control) will extend the deadlines appropriately.
- 10.5 Should INTERPLAN be in default of performance, the customer is only entitled to exercise his statutory rights after having granted a reasonable grace period.

#### 11. Remuneration and terms of payment

- 11.1 For the services according to the individual contract INTERPLAN will receive the remuneration described in the registration forms and other documents of INTERPLAN plus the statutory VAT - if applicable according to the VAT regulations of the country of the event.
- 11.2 After conclusion of the individual contract, according to clause 2, INTERPLAN will send a proper invoice for the total amount for the booked services to the customer.
- 11.3 Invoice amounts are due upon receipt of the invoice and payment of the total invoice amount must be made within 14 days without discount to an account specified by INTERPLAN. Bank charges for money transfers from abroad and any exchange rate differences are to be borne by the customer.
- 11.4 Full payment of the invoice amount is a prerequisite and condition for INTERPLAN's obligation to fulfil the contract and for any participation in the congress or event.
- 11.5 All additionally ordered services will be invoiced separately. Irrespective of this, the customer may be charged a pro rata flat rate for waste disposal in accordance with the respective exhibitor information.
- 11.6 Costs that may be incurred for the production of advertising material and brochures, travel expenses for speakers, presentation material, etc. are not included in the prices specified in the individual contract and must be borne by the customer.
- 11.7 The information requested with the registration forms regarding invoicing as well as data relevant to the contract and implementation must be correctly transmitted to INTERPLAN by the customer. If additional administrative work is incurred due to missing and/or incorrect data, the customer shall reimburse such additional work, at least in the amount of a flat-rate processing fee of € 150.00.
- 11.8 If the customer acts contrary to the contract, in particular by not paying a due invoice amount, INTERPLAN is entitled to withdraw from the contract in accordance with the statutory provisions, provided that the customer has been granted a reasonable period of time for payment beforehand or such a period of time is dispensable according to the statutory provisions.
- 11.9 Prepaid services must be used within the agreed period. INTERPLAN does not grant any credit notes or refunds for prepaid one-time fees or other fees already due or paid.
- 11.10 The customer shall only be entitled to offset or exercise a right of retention in the case of counterclaims that have been legally established or are undisputed or recognised.

#### 12. Right to refuse performance/default

- 12.1 If the customer is in default with his payment obligation INTERPLAN is entitled to exercise a right to refuse performance with regard to the contractually agreed services if the customer has not paid the outstanding debt despite setting a deadline and giving appropriate notice.
- 12.2 During the assertion of the right to refuse performance, the customer is obliged to continue to pay any use-independent fees.
- 12.3 If the customer suspends payments, is over-indebted or if an application is made for the opening of composition or insolvency proceedings or if the customer is in default with the payment of due bills of exchange or cheques, INTERPLAN's total claim will become due immediately. The same applies in case of any other significant deterioration of the customer's economic situation. In addition, INTERPLAN is entitled in such cases to demand sufficient securities or to withdraw from the contract.

#### 13. Data protection

- 13.1 The parties undertake to observe all relevant legal provisions in their cooperation and in particular to conclude all contracts required by data protection law.
- 13.2 Insofar as the data to be processed by INTERPLAN for the customer are personal data, this is deemed to be commissioned data processing in which the customer is controller in the sense of Art. 4 No. 7 GDPR and INTERPLAN is processor in the sense of Art. 4 No. 8 GDPR.
- 13.3 The customer agrees that INTERPLAN may also use electronic means of communication such as e-mail and the Internet as well as mobile telecommunications to communicate with the customer and its affiliated companies, consultants, customers and third parties.
- 13.4 INTERPLAN will not accept or request data delivery by email. Data deliveries must be encrypted and/or via a secure data transfer portal. INTERPLAN cannot be held liable if data, in particular personal data, is delivered by e-mail without being requested.

#### 14. Confidentiality

- 14.1 Confidential information means (i) the existence and provisions of this Agreement, (ii) irrespective of its form, all information exchanged between the parties under or in connection with this Agreement which is expressly designated in writing as "confidential" or similar and (iii) all trade secrets within the meaning of the German Act on the Protection of Trade Secrets (GeschGehG) as well as (iv) technical or commercial information of any kind or other information which is designated as confidential or is by its nature to be considered confidential.
- 14.2 The parties shall (i) treat all confidential information as strictly confidential, in particular they shall carefully protect it and take appropriate measures against access by unauthorised persons, (ii) only provide confidential information to those employees and consultants - also from affiliated companies, if applicable - who need access to the confidential information and the evaluation thereof and to advise them of the confidential treatment of the confidential information, (iii) not to make the confidential information available in any form to third parties (third parties within the meaning of the confidentiality agreement are not lawyers or auditors commissioned by the parties or other professionals who are legally bound to secrecy) without the written consent of the other party and (iv) to use the confidential information exclusively for the agreed purpose of implementing this Agreement.
- 14.3 The parties are not obliged to maintain secrecy of confidential information which (i) is generally known or intended for publication at the time of disclosure, (ii) was demonstrably already in the possession of the other party prior to disclosure by one party, (iii) was developed or independently acquired by one of the parties without breaching this Agreement, (iv) have been approved by written consent of the disclosing party, (v) have been lawfully disclosed to the parties by a third party without a confidentiality obligation, or (vi) are required to be disclosed by law, stock exchange or securities legislation or by an official or court order or similar requirement. The parties shall notify the other party of the requirement or request for disclosure as soon as the respective party becomes aware of it and to the extent that such notification is not prohibited by law, governmental, judicial or similar order.
- 14.4 The obligation to maintain secrecy shall end at the earliest at the end of the fifth year after termination of the contract.
- 14.5 However, this contract does not restrict INTERPLAN and its affiliated companies, organs and employees in the use of the information that persons who have access to confidential information can retain in their memory and which is reflected in experience, expertise, knowledge and skills.

#### 15. Liability of INTERPLAN

- 15.1 INTERPLAN's services cannot replace management decisions of the client and the obtaining of services from third parties, especially in the areas listed in section 3.10. The customer is solely responsible for his management decisions, the use of the services, the operation and safety of the customer's business and the compliance with legal regulations.
- 15.2 The total liability of INTERPLAN and its affiliated companies arising from or in connection with the services provided to the customer, irrespective of the legal grounds, is limited to a total amount of EUR 25,000 (in words: twenty-five thousand Euros) in case of simple negligence. In case of gross negligence, the aforementioned maximum liability amount shall be increased to a total amount of EUR 50,000 (in words: fifty thousand euros).
- 15.3 In any case, INTERPLAN and its affiliated companies are only liable to the extent that it is a violation of an essential obligation, the fulfilment of which makes the proper execution of the respective individual contract possible in the first place and on the observance of which the customer could rely ("cardinal obligation"), but always only to the amount of the typical, foreseeable damage.
- 15.4 Furthermore, INTERPLAN and its affiliated companies are not liable if the liability is based on incorrect or incomplete data or information received by INTERPLAN from the customer or its affiliated companies or vicarious agents.
- 15.5 Furthermore, INTERPLAN is not liable for damages resulting from violations of the customer's contractual and/or legal obligations.
- 15.6 All claims under this clause shall become statute-barred within one year at the latest, insofar as this is legally permissible; with regard to the commencement of the period of limitation, § 199 (1) BGB (German Civil Code) shall apply.
- 15.7 As far as liability is excluded or limited according to this clause, this exclusion or limitation also applies to the personal liability of employees, vicarious agents, representatives or organs of INTERPLAN and its affiliated companies.
- 15.8 The limitations of liability according to clauses 15.3 to 15.7 shall not apply in the case of intent, gross negligence or injury to body, life or health, and liability under the Product Liability Act shall remain unaffected.

#### 16. Force majeure

- 16.1 In case of force majeure any liability of INTERPLAN is excluded. Cases of force majeure are natural disasters, cancellation of flights, closure of airports or other transport routes due to snow/ice/storms, terrorist attacks, threats or travel warnings concerning the country, town or city in which the event is held; strikes, lock-outs, official orders, power failures or other network failures as well as significant technical disruptions and other unforeseeable, unavoidable and serious events. In such a case INTERPLAN is entitled at its own discretion to suspend or postpone the provision of the services affected by this, either in whole or in part, and if possible to make up for this at a replacement date after the obstacle to performance has ceased to exist. INTERPLAN will notify the contractual partner in writing (letter, fax, e-mail) about the respective event and the resulting suspension or postponement of the services as well as their reinstatement or catch-up.
- 16.2 If the event does not take place for the aforementioned reasons, INTERPLAN may retain up to 25% of the invoice amount as general expenses. Any further claims by INTERPLAN against the customer shall only arise if the customer has ordered special, additional work that is subject to a charge.

#### 17. Term/termination/continuing obligations

- 17.1 Unless otherwise stated in the respective individual contract, an individual contract is generally concluded for an indefinite period of time.
- 17.2 After conclusion of the contract, the customer may terminate the individual contract up to 24 weeks before the start of the congress or event by paying a cancellation fee of 25% of the contractually agreed total amount.
- 17.3 Any cancellation and/or termination must be made in text form.
- 17.4 After expiry of this period, 100% of the contractually agreed total amount is due.
- 17.5 The provisions of clauses 17.2 and 17.3 shall also apply to contracts concluded at a time that is 24 or less weeks before the start of the event.
- 17.6 Furthermore, the individual contract may be terminated by either party for good cause on an extraordinary basis and without notice if facts have occurred which, taking into account all circumstances and weighing up the legitimate interests of both parties, make it unreasonable for a party to continue the individual contract. Good cause shall be deemed to exist in particular if the other party persistently and seriously violates a material provision of the individual contract and this violation (if curable) is not remedied within 90 (ninety) days after receipt of the written request by the other party.
- 17.7 The termination or other ending of the individual contract shall not affect any liability, claims or obligations arising prior to the termination or ending, unless otherwise provided in this contract.
- 17.8 If the contractual partner terminates the contract without INTERPLAN being at fault in this respect, or if the event subject to the contract is cancelled, the contractual partner is still obliged to pay INTERPLAN the agreed remuneration. INTERPLAN will, however, offset any expenses saved as a result of the termination or cancellation of the event, or which INTERPLAN acquires or maliciously fails to acquire by using its manpower for other purposes on the same date.
- 17.9 After termination of the contractual relationship INTERPLAN is no longer obliged to provide the contractual services. After ten days INTERPLAN may delete all data that the customer has transmitted and/or provided to INTERPLAN, including e-mails in the inboxes. The customer is therefore responsible for the timely storage and backup of the data.

#### 18. Other provisions

- 18.1 Individual Agreements and the rights and obligations set forth therein may not be assigned or transferred by the parties, unless otherwise stipulated in the respective Agreement. The provision of § 354a of the German Commercial Code remains unaffected.
- 18.2 Contracts concluded on the basis of these GTC contain all agreements and stipulations between the Parties regarding the subject matter of the individual contract and replace all previous negotiations, arrangements and agreements regarding the subject matter of the individual contract. Oral side agreements do not exist.
- 18.3 Any amendments and supplements - including this requirement of the written form - must be made in writing.
- 18.4 If these GTC or a contract concluded between the parties should be or become incomplete or if individual provisions are or become impracticable or ineffective, they or he shall otherwise remain effective.
- 18.5 The impracticable provision shall be replaced by a practicable provision whose effects come as close as possible to the economic objective which the parties to the contract have pursued with the impracticable provision.
- 18.6 Insofar as provisions have not become part of the contract, are incomplete or ineffective, the content of the contract shall be governed by the statutory provisions.
- 18.7 Contracts concluded on the basis of these GTC and any claims arising from them, irrespective of their nature, in particular with regard to all services and other performances rendered under them, shall be governed exclusively by the law of the Federal Republic of Germany, excluding the provisions of the UN Convention on Contracts for the International Sale of Goods and excluding German international private law.
- 18.8 For all disputes arising out of or in connection with the services or the individual contract or about its validity or termination the courts at INTERPLAN's place of business have exclusive jurisdiction.

(status 11.2020)