

# GENERAL TERMS AND CONDITIONS OF EXPOPARTNER GMBH

## **I. Contractual Basis**

1. All orders placed with expopartner GmbH (hereinafter referred to as the “Contractor”) for events, conferences, conventions, trade fairs, and symposia shall be governed by these General Terms and Conditions (“GTC”), even if the Contractor does not confirm this each time in subsequent orders. Orders are only accepted under these conditions. Any general terms and conditions of the Client that deviate from these GTCs in whole or in part shall not be accepted unless expressly agreed in writing. These GTCs shall also apply exclusively if the Contractor carries out the processing for the Client without reservation, knowing that the Client’s terms and conditions contradict or deviate from these GTCs.
2. Deviations from these GTCs must be agreed in writing. The Agreement is concluded on the basis of these GTCs and the Contractor’s written offers or order confirmations.
3. The use of a form to refer to the Client’s General Terms and Conditions is hereby rejected.

## **II. Contents of the Agreement**

1. The content of the contractually due performance shall be determined by the Contractor’s accepted written offers or order confirmations.
2. If additional performance is required for unforeseeable reasons or at the request of the Client, the Contractor shall submit a supplementary offer detailing the effects of the extension of the performance on remuneration and scheduling. The content of a supplementary offer shall become part of the Agreement if the Client does not object in writing within 5 working days or, in urgent cases, immediately.
3. Costs for which the Contractor is not indebted or responsible, irrespective of whether they are incurred through the fault of the Client or a third party, e.g. delayed delivery of registration documents/data, missing construction and visualization specifications, unforeseeable waiting times for delivery or collection, waiting times for setting up and dismantling forklifts, work platforms, empty and full goods storage, on-site transport costs, etc., shall be passed on to the Client upon presentation of evidence. The same applies to the lapsing of deadlines, e.g. for commissioning, delivery of print data, approval, trade fair registration (particularly in the event of delayed transmission of access data for organizers’ online portals), etc.
4. In performing the duties owed, the Contractor shall observe and comply with the relevant laws, regulations, and compliance standards, and shall ensure that the aforementioned laws, regulations, and particularly provisions in the interest of safety and environmental protection, such as Germany’s Ordinance on Hazardous Substances (GefStoffV), Electrical and Electronics Equipment Law (ElektroG), Equipment and Product Safety Act (GPSG), and the safety recommendations of the relevant German technical committees and professional associations (e.g. VDE, VDI, DIN), as well as compliance standards, are also observed and complied with by the persons assigned by the Contractor to perform the duties owed under this Agreement. Relevant regulations also include rules, recommendations, guidelines, and other notices issued by competent national and European authorities and associations, including the current standards of the Voluntary Self-Regulation for the Pharmaceutical Industry e.V. for the pharmaceutical industry’s cooperation with patient organizations, doctors, pharmacists, and other members of medical expert groups and for transparency in cooperation with members of expert groups and medical institutions.

## **III. Offer / Offer Documents / Design Documents**

1. If offers are prepared on the basis of the information provided by the Client and/or the documents and information provided by the respective organizer, then the Contractor shall not be contractually obliged to review them. If the Contractor nevertheless recognizes that the information and/or documents received are incorrect or incomplete, it shall indicate this without delay.

# GENERAL TERMS AND CONDITIONS OF EXPOPARTNER GMBH

2. Unless expressly agreed otherwise in writing, quotations, plans, drafts, drawings, production and assembly documents, and descriptions of concepts shall remain the property of the Contractor with all rights, even if they have been delivered to the Client. In this respect, these are the Contractor's trade secrets within the meaning of Section 2, Paragraph 1, Number 1 of Germany's Law on the Protection of Trade Secrets (GeschGehG). Before they are passed on to a third party, the Client must have the express written consent of the Contractor.
3. Information in illustrations and offers is subject to stand construction permission and any necessary structural calculations and approvals by the venue, the trade fair, or the organizer. If this approval is not granted, the Contractor reserves the right to make conceptual and structural changes, subject to a charge. Furthermore, the Contractor reserves the right to make any changes to the construction.
4. Unless stated otherwise, all expenses incurred as a result of the organizer's/trade fair's specifications (e.g. costs for structural analysis, structural analysis, stability tests, extended installation or dismantling, any permits, the repositioning of the hall floor through drilling, waste management, and disposal, etc.) are not included in the quotation and will be charged on a time and materials basis.

## **IV. Conclusion of Agreement / Limitation Period**

1. The Agreement shall be concluded upon the Contractor's written confirmation of the order or upon commencement of execution of the order. The Agreement shall also be concluded if the Client makes a down payment, which the Contractor accepts as such, or if the Contractor begins to perform the contractual services vis-à-vis the Client without objection.
2. In principle, all claims against the Contractor that are subject to the knowledge-dependent regular limitation period shall become time-barred one year from the commencement date. Excluded from this are claims for defects by consumers and claims for damages due to injury to life, limb, or health and/or claims for damages due to gross negligence or willful intent. In these cases, the statutory limitation periods apply.

## **V. Digital / Hybrid Implementation of Events**

1. The Parties agree that, in the event of problems that prevent the live portion of the planned event from being carried out, e.g. statutory prohibitions or an official order prohibiting events and/or gatherings for the intended duration of the event, the Contractor shall convert the live components of the event into hybrid and/or digital elements for the same fee. In the event of such a situation, the Contractor shall take all measures to ensure that the Client does not incur any unnecessary additional costs and to inform any third party companies involved without delay.
2. If rescheduling to a hybrid and/or digital staging of the event results in additional costs, the Contractor shall inform the Client accordingly. Upon approval by the Client, the additional costs communicated are to be borne by the Client. If the digitization reduces costs to the agency and/or third parties, the Contractor shall transfer these savings to the Client.
3. Events that, in the opinion of both parties, are exclusively designed to function or make sense in the form of a live event may be canceled in the cases mentioned in paragraph 1. In this case, the Client shall only bear the costs already incurred by the Contractor up to the time of the cancellation (e.g. planning, cancellation costs, etc.).

## **VI. Prices / Travel Expenses**

1. The prices quoted are based on the project schedule planned by the Contractor. Changes, adaptations, and additions that do not originate with the Contractor may result in additional costs, e.g. due to changes in quantities and dimensions, additional services, equipment, or lapsed appointments and deadlines.

# GENERAL TERMS AND CONDITIONS OF EXPOPARTNER GMBH

2. Unless otherwise indicated, all locations are to be understood as rental locations. Costs of a similar amount are to be expected for subsequent projects (subject to price increases).
3. The offer prices are only valid if the entire offer has been commissioned and, in the absence of any information to the contrary, for no longer than 1 month from the date of the offer.
4. Statutory VAT is not included in the price. It is indicated separately on the invoice at the statutory rate. Unless stated in the offer, all prices are for items direct from factories, production sites, storage, or logistics warehouses and do not include packaging, freight, postage, insurance, etc.
5. If the commencement, progress, or completion of the work is delayed for reasons for which the Contractor is not responsible, the Contractor shall be entitled to charge separately for the additional expenses incurred as a result of this. The rates applicable to the Contractor on the day of performance for working hours (including travel and loading times), vehicles, material prices, and other costs incurred by the Contractor or a third party engaged to carry out the order to the extent necessary shall be binding.
6. Services not included in the offer that are carried out at the request of the Client, or additional expenses that arise due to incorrect information provided by the Client or the organizer, transport delays for which the Contractor is not responsible, unsatisfactory ground conditions, failure by the Client to observe or notify the organizer's regulations, or advance work by third parties that is not punctual or professional, unless said third parties are agents of the Contractor, shall be additionally remunerated by the Client.
7. Services that are performed for the Client at the Client's request or in the Client's apparent interest in a proper contractual performance, particularly as part of the planning and/or execution of its participation in the event shall be additionally remunerated by the Client on a time and materials basis. With respect to any amounts disbursed or to be disbursed or services to be performed, the Contractor is entitled to charge a handling fee of 15%. The Contractor is entitled to outsource such services to third party companies on behalf of the Client. This includes, for example, the installation of supply connections (e.g. electricity, water, Internet) by the organizer or its vicarious agents.
8. Obtaining the necessary official permits, licenses, or other approval is only a component of the offer if this is expressly stated. The same applies to customs formalities for deliveries abroad.
9. Insofar as services are provided on a trade fair site, the quoted prices do not include the expenses and costs of goods and services that must be used exclusively by trade fair companies or third parties contracted by them, such as freight forwarding services on the exhibition site (e.g. transport on the exhibition site, provision of forklifts, scissor lifts and pallet trucks, handling of empty bottles, waste disposal, etc.), unless these services are expressly stated in the offer.
10. Unless otherwise agreed, the fees for item rentals shall be calculated on the basis of the calendar days incurred. The rental period shall begin on the day of handover and end on the day on which the rented property is returned. If the Client is responsible for the delayed return of the rental property, the full rental fee for one day shall be due for each additional day. The Contractor is entitled to demand a reasonable, non-interest-bearing deposit for the duration of the rental.
11. Any GEMA fees, fees charged by other collecting societies, and social security contributions for artists, as well as energy, water, and waste management costs, and the cost of adequate event liability insurance as well as event failure and/or electronic/material insurance shall be borne by the Client.
12. All offers and prices are subject to change. All prices are subject to the applicable statutory VAT rate.
13. Travel expenses, overnight stays, and expenses shall be settled on a time and materials basis. Flights within Europe (< 6 hours) shall be booked in economy class, and intercontinental flights (> 6 hours) shall be booked in business class. Rail travel shall be in first class. Trips are charged at €0.50/km by car, €0.75/km by van, and €1.50/km by truck of more than 7.5 tons.

# GENERAL TERMS AND CONDITIONS OF EXPOPARTNER GMBH

## **VII. Delivery Time / Assembly**

1. If no specific fixed date has been agreed for the start of execution or completion, the specified delivery date shall only be approximate.
2. Agreed delivery dates, especially fixed delivery dates, shall cease to be valid if the Client requests or carries out changes to the execution or planning after the conclusion of the Agreement. The same shall apply to disruptions for which the Contractor is not responsible, in particular to the late provision of the Client's documents and materials as well as changes to set-up times on the part of the organizer that are not to be compensated by the Contractor. If the Contractor only manages to compensate for postponements to set-up times in the interest of the Client through additional staff and/or expense, the Contractor may request this expense to be paid separately.
3. If disruptions in business operations should occur for which neither the Contractor nor its upstream suppliers or subcontractors are responsible, particularly in cases of force majeure, strikes, or lockouts, which are the result of unforeseeable events and lead to serious operational disruptions, then the delivery/completion deadline shall be extended accordingly. If fulfillment of the Agreement should be impossible due to the aforementioned disruptions, then both parties shall be entitled to withdraw from the Agreement. In that event, the Contractor shall be entitled to remuneration for the services rendered up to that point, whereby the services rendered shall also include third party claims that the Contractor has commissioned in confidence that the Agreement would be fulfilled, as well as all costs associated with the fulfillment of the Agreement, such as cancellations, return of materials, additional travel costs, etc. Any further claims for damages shall be excluded by both parties unless the Client is responsible for the disruptions.
4. When the Client provides or books exhibition and/or event rooms or areas, the premises shall be made available to the Contractor's employees and agents on the set-up, dismantling, and event days for purposes of setting up and dismantling trade fair stands and stage constructions, installing lighting and sound systems, and for stage rehearsals, and all of the organizer's specifications and restrictions shall be communicated to the Contractor in good time and comprehensively.

## **VIII. Trade Fair Construction / Technical Installations**

1. Simple electrical connections are only implemented for devices supplied by the Contractor. Other electrical installations must be carried out by legally authorized installers. This also applies to high-voltage, water, and compressed air connections.
2. Trade fair venue costs such as full and empty bottle storage, forklifts, scissor lifts, disposal and waste, recycling on site, and floor deliveries are not included in the offer and will be charged directly or upon provision of receipts, plus a handling fee of 15%. Cleaning the stand is the responsibility of the Client; preliminary cleaning for handing the stand over is included.
3. Supply connections, e.g. Internet, water, and electrical supply, suspension points for a ceiling and/or rigging, sprinkler or smoke alarm systems, etc. as well as associated fees and consumption costs shall be ordered by the Contractor on the Client's behalf and at the Client's expense and only after receipt of the order from the trade fair. The Contractor shall separately invoice the Client on a time and materials basis for any associated expenses, such as correspondence and the preparation of separate plans, etc. A processing period of at least 10 working days must be taken into account. Online and access data for order forms must be forwarded or communicated to the Contractor immediately upon receipt.

## **IX. Transport / Storage / Packaging / Prints**

1. Objects belonging to the Client (exhibits, equipment, giveaways, banners, technology, etc.) are always transported at the Client's expense and risk. Unless otherwise agreed, the Contractor shall arrange shipping at its own discretion without responsibility to arrange for special packaging or find the cheapest and/or fastest route. Objects belonging to the Client that are necessary for the Contractor to provide its services must be delivered free of charge to the place specified by the Contractor on the agreed date. These items shall be returned carriage forward from the place of use. The Contractor is entitled, but not obliged, to take out transport insurance, the costs of which must be borne by the Client. Any

# GENERAL TERMS AND CONDITIONS OF EXPOPARTNER GMBH

Damage incurred during shipping must be promptly reported to the Contractor. Any claims against the transport company shall be assigned to the Client upon request.

2. Damage incurred during shipping must be documented and reported to the Contractor immediately. Damage must be noted immediately on the consignment note, when shipping by freight forwarder. In the case of rail transport, a certificate documenting the damage must be requested from the railway authority and sent to the Contractor.
3. Unless otherwise agreed, the Client's goods accepted by the Contractor for storage on the basis of written confirmation shall be insured by the Contractor against fire, water damage, and burglary at the Client's expense for the duration of storage in the amount of their replacement value.
4. Graphics are stored as if dismantled, without visual inspection. Material and dye manufacturers do not provide any guarantees of constant quality for the period of storage. As a result, the Contractor is unable to guarantee that it can be reused after the storage period has elapsed.

## **X. Special Obligations / Duty to Cooperate on the Part of the Client**

1. The Client shall provide the Contractor with all necessary plans, graphic files, receipts, and documents in good time, and shall provide the Contractor with access to the information necessary for its work.
2. The Contractor is not responsible for the content of the services to be rendered on behalf and by order of the Client; this applies in particular to the content of correspondence, telephony, messages, or actions carried out by the Contractor on behalf of the Client or that the Contractor produces, forwards, or undertakes on the basis of the Agreement with the Client.
3. The Contractor shall not check the legal admissibility of graphics, motifs, advertising statements, and claims.
4. The Client shall convey the technical or organizational information communicated to it by the organizer. It shall bear the additional costs incurred as a result of inaccurate information.
5. The Client is to check all information, dimensions, and plans for accuracy. Any deviations, discrepancies, or concerns regarding the planned execution must be reported immediately.

## **XI. Warranty**

1. The warranty is based on the provisions concerning contracts for services in the German Civil Code (Bürgerliches Gesetzbuch), or, in the case of rental, on the provisions of the lease agreement.
2. As a warranty, the Client may initially only demand subsequent performance in the form of later improvement. The manner of appropriate later improvement shall be determined at the discretion of the Contractor. The Contractor shall be entitled to make a replacement delivery at any time. The Client may assert further claims, in particular claims for a reduction or withdrawal from the Agreement, if two attempts at later improvement have failed due to the same defect.
3. The warranty does not extend to defects caused by natural wear and tear, moisture, excessive heating, improper handling, or improper storage. In the same way, the warranty does not extend to insignificant deviations in the form, dimensions, color, or condition of the material, unless its suitability for its purpose should otherwise be impaired.
4. The Client is obliged to inspect the contractual services for identifiable defects without delay and to notify the Contractor of any defects in writing without delay and to give the Contractor the opportunity to make the appropriate assessments.
5. If the notice of defects is delayed or if no reservations on the basis of defects that are known or defects that could be identified upon proper inspection were indicated upon acceptance, then the warranty claims shall lapse in their entirety.
6. Warranty claims shall also lapse if the Client itself makes changes or if the Client makes it difficult or impossible for the Contractor to ascertain and rectify the defects.

# GENERAL TERMS AND CONDITIONS OF EXPOPARTNER GMBH

This is usually the case in the event of a complaint after the end of the trade fair for defects that occurred or become known during the trade fair.

## **XII. Liability**

1. The Contractor shall only be liable for damage to persons or property caused by employees or agents of the Contractor in the event of negligence or willful intent, unless this is excluded under mandatory statutory regulations.
2. The Client shall bear operational and personal risk for the proper execution of the event, as well as full liability for the safety of the Contractor's own and rented equipment. The Contractor accepts no liability whatsoever for damages of any kind caused by visitors. Shrinkage, glass breakage, and any costs incurred as a result of damage to the premises, rooms, or underground cables due to the installation of stages, trade fair stands, tents, etc. shall be borne by the Client. The Client shall be obliged to take out sufficiently proportioned event liability insurance and to provide evidence to the Contractor upon request.
3. If the event offers the opportunity to participate in sporting activities, competitions, etc. (e.g. canyoning, river rafting, bungee jumping, kite surfing, diving, climbing, carting, clay pigeon shooting, etc.), reference is made to the usual inherent hazards. Participation in such activities shall be at one's own risk. The Contractor and the service providers involved shall only be liable if they do not intentionally or grossly increase the risk inherent in the activity.
4. In the event of culpable non-fulfillment of the Agreement or culpable breach of contract, the Contractor shall only be liable up to the amount of the agreed fee. The assertion of further claims for damages against the Contractor is therefore excluded. In the event of a culpable breach of contract on the part of the Client, the Contractor shall not be obliged to carry out the event.
5. The Client must independently check the legal permissibility and promotional acceptability of the commissioned measures. Liability is generally excluded if the Contractor nevertheless carries out the measures on the Client's instruction despite concerns raised. In this case, the Client shall indemnify the Contractor against third party rights asserted against the Contractor on this basis.
6. Claims for defects and damages arising from the procurement of supplies and services from third party companies carried out on behalf of the Client are excluded, unless the Contractor has breached its due diligence obligation in selecting the third party companies.
7. The Contractor shall not be liable for the exhibitor's goods unless safekeeping has been expressly agreed in writing. In this case, the Contractor shall only be liable in the amount of the insurance benefits, insofar as it is not responsible for malice or gross negligence.
8. If the subject of the Agreement is only planning and drafts, the Contractor shall only be responsible for ensuring that it is capable of implementing the plans or drafts accordingly. Further claims are excluded.
9. Free advice, information, or other free services may not be made the subject of business decisions or dispositions. At the same time, no liability is accrued for application of said services.
10. Claims for compensation for damages of any kind, including damage not caused to the delivery item itself, for example due to delay or breach of duty, are excluded unless the damage was caused by malicious or grossly negligent action or the culpable breach of an essential contractual obligation. In the latter case, an obligation to pay compensation shall be limited to damages that are typical of the contract and foreseeable at the time of conclusion of the Agreement. Compensation for purely financial losses in the form of lost profit is excluded. The limitation of liability applies to the same extent to the Contractor's proxies and vicarious agents. Claims for damages arising from injury to life, limb, and health as well as claims under the German Product Liability Act (Produkthaftungsgesetz) exist without restriction to the extent permitted by law.

# GENERAL TERMS AND CONDITIONS OF EXPOPARTNER GMBH

## **XIII. Retention of Title**

1. All deliverables shall remain the property of the Contractor until all obligations arising from the contractual relationship between the parties have been fulfilled in full.
2. Without the express written consent of the Contractor, the Client is not entitled to resell the reserved goods or any processing or workmanship. Irrespective of this, the Client hereby assigns claims arising from the resale of the reserved goods to the Contractor. The Contractor accepts this assignment.

## **XIV. Force Majeure**

1. In the event of force majeure, such as war, strikes, terrorism, natural disasters, epidemics, confiscation, seizure, or restraint by a government, customs, authority or power, etc., the Contractor shall not assume any responsibility for delays or losses on the part of the Client.
2. If the Contractor or its agents fail to perform the contractual service due to force majeure or significant occurrences, all claims arising from this Agreement shall lapse. In such cases, the Contractor shall retain the right to the portions of the fee that were already due and to demonstrably incurred third party costs in accordance with the payment schedule. The Contractor shall be entitled to a portion of the fee corresponding to the services rendered by the Contractor after the last due installment in accordance with the payment schedule.

## **XV. Proprietary Rights / Rights of Use**

1. Concepts, drafts, plans, and drawings/renderings produced by the Contractor are subject to copyright law. The plans may not be reprinted or copied or realized (even in part) by third parties. The Contractor reserves the right to use all concepts, drafts, plans, and renderings created, including the logos and images used for this purpose, as well as the pictorial representation of trade fair stands and exhibits, for its own advertising and to use them without restriction for advertising purposes. This use for advertising purposes may be objected to in writing.
2. The Client shall only receive usage rights to the Contractor's contractual services in a simple, non-transferable form and only within the scope of the order and to the extent necessary for the Client to use the contractual services for the contractually agreed purpose. Plans, drafts, drawings, production and assembly documents, concept descriptions, and descriptions of exhibition and event concepts, etc. shall remain the property of the Contractor until full payment with all rights has been made. Any transfer of usage rights beyond those required for the performance of the Agreement and irrespective of whether special intellectual property rights (e.g. copyrights) exist or not shall require an express written agreement. The Client undertakes to refrain from any other use in any form, in particular duplication and distribution, transfer to third parties, or direct or indirect reproduction, insofar as this is not necessary for the fulfillment of the Agreement.
3. It shall be presumed that the Client has violated its obligations under Section XV, Paragraphs 1 and 2 if the Client should organize exhibitions or events that are essentially in line with the Contractor's plans and concepts. The Client shall then be free to provide proof to the contrary.
4. In the event of a breach of the the obligations set out in Paragraphs 1 and 2, the Contractor shall be entitled at least to additional remuneration for the planning, design, and conceptual services, the amount of which shall be calculated on the basis of the Contractor's corresponding offer or, in the absence of an offer, in accordance with the provisions of the Fee Scheme for Architects ("HOAI"). Further claims for damages remain unaffected.
5. If the Client provides the Contractor with materials or documents for the production of the object of the Agreement, then the Client guarantees that it possesses the rights necessary for the implementation of the draft and design, including, above all, copyrights, usage rights, trademarks and design rights, but also all comparable third party rights, and that the production and delivery of the work carried out on the basis of its documentation does not infringe the intellectual property rights of third parties. The Contractor is not obliged to check whether the

# GENERAL TERMS AND CONDITIONS OF EXPOPARTNER GMBH

information and documents provided by the Client for manufacture and delivery violate the property rights of third parties. The Client undertakes to immediately indemnify the Contractor against all third party claims for damages asserted or threatened in spite of this, and to pay for damages resulting from the infringement of property rights. In the event that a claim should be asserted against the Contractor due to a breach of such third party rights, the Client undertakes to fully indemnify the Contractor against such third party claims and to reimburse the Contractor for all costs of legal defense. The Client is also obliged to defend against unjustified third party claims with regard to the aforementioned rights.

## **XVI. Payment Terms**

1. Invoices issued by the Contractor without a due date shall be due and payable in full within 10 calendar days of receipt of the invoice, unless otherwise agreed by the parties individually. In the event of a default in payment, the Contractor shall be entitled to demand the applicable statutory default interest and reminder costs. Deductions of any kind are excluded, no interest is paid on account.
2. Major advance payments for hotel contingents, locations, charter flights, etc. shall be due immediately after signing the Agreement and in accordance with the invoice issued by the Contractor.
3. If the Client fails to meet its payment obligations or fails to meet them properly, it shall not be entitled to the Contractor's services.

## **XVII. Offsetting / Assignment**

1. The Client is excluded from offsetting against contested or non-legally recognized counterclaims. The same applies to the assertion of rights of retention.
2. The rights of the Client arising from this contractual relationship may only be transferred with the prior consent of the Contractor.

## **XVIII. Withdrawal / Cancellation**

1. In the event of withdrawal by the Client, the Contractor may demand reasonable compensation for the services rendered, including lost profit, and its expenses, whereby services rendered also include claims by third parties that the Contractor has commissioned in confidence that the Agreement would be fulfilled. Instead of specifically calculating the compensation for termination, the Contractor may assert the following flat-rate entitlement to pro rata remuneration, taking into account the expenses normally saved. The flat-rate costs in the event of early termination are:
  - up to 12 calendar weeks before the start of the event, 0% of the agreed remuneration
  - up to 10 calendar weeks months before the start of the event, 25% of the agreed remuneration
  - up to eight calendar weeks before the start of the event, 40% of the agreed remuneration
  - up to six calendar weeks before the start of the event, 60% of the agreed remuneration
  - up to four calendar weeks before the start of the event, 80% of the agreed remuneration
  - up to two calendar weeks before the start of the event, 90% of the agreed remuneration
  - thereafter 100% of the agreed remuneration.
2. The basis for calculation is the remuneration agreed with the Client plus VAT less the expenses saved (travel costs, accommodation, meals, etc.). The Client shall remain free to provide proof that no or lower costs were incurred in connection with the termination than the lump sum costs stated by the Contractor. In addition, in the event of termination by the Client, the Contractor shall be entitled to all third party costs, cancellation fees, etc. incurred up to the date of termination in connection with the Agreement.



# GENERAL TERMS AND CONDITIONS OF EXPOPARTNER GMBH

## **XIX. Confidentiality / Data Protection / Storage / Return of Physical and Digital Documents**

1. The Client undertakes to maintain secrecy with regard to all information or processes that become known as a result of the business relationship between the parties and the provision of services, as well as with regard to all plans and documents received. This also applies with regard to all other internal matters of the contracting parties or other involved third parties.
2. Please note that, in the context of or in connection with business relationships, personal information is processed to the extent permitted by the German Federal Data Protection Act (BDSG) and the EU Data Protection Regulation, regardless of whether that information originates from the Client itself or from third parties.
3. The Contractor undertakes to handle with care the project-related work equipment provided to it for the purpose of fulfilling its contractual obligations, such as documents, electronically stored data and datasets, and other records relating to the business operations of the Client or affiliated companies, in particular printed material, drawings, notes, and drafts as well as copies or transcripts, and to store them in such a way that they are inaccessible to unauthorized third parties and third parties outside the Group.
4. Unless otherwise agreed by the Parties in an individual contract, the Contractor shall store the data transmitted by the Client or generated for the Client free of charge for a period of one year after the end of the event. The Client is responsible for backing up data at the same time.
5. The Contractor's privacy policy can be viewed at [www.expopartner.de](http://www.expopartner.de).

## **XX. Press Releases and Miscellaneous**

1. The contracting parties mutually agree to issue press releases or to use orders as references. Upon request, the Contractor is to be named as the author and executing agency in publications. This does not affect the property rights of third parties.
2. Both parties undertake not to disclose the agreed fee to any third party.
3. The Contractor is entitled to use image and sound media of any kind to document the production and to distribute or publish all photographs, video, and film recordings resulting from the contractual relationship, as well as other technical reproductions for self-promotion or for editorial purposes, without limitation as to the geographical, material, or temporal scope of application. The Contractor reserves the right to object to the use and distribution of image and sound media of any kind by the Client or third parties beyond the scope of the Agreement.

## **XXI. Final Provisions**

1. The place of performance and jurisdiction for all disputes between the parties arising from the contractual relationship shall be the Contractor's registered office in Frankfurt am Main, Germany, insofar as the Client is a merchant, legal entity under public law, or special fund under public law.
2. No verbal ancillary agreements have been made. Amendments and additions to the Agreement must be made in writing, including non-individual amendment of this written form clause.
3. Should individual provisions be wholly or partly invalid, this shall not affect the validity of the remaining provisions. The contracting parties shall replace the invalid provision with a valid provision that corresponds to the economic meaning and purpose of the Agreement.
4. The substantive and procedural law of the Federal Republic of Germany shall apply to all legal relationships between the Client and the Contractor, to the exclusion of conflict-of-law rules. Application of the UN Convention on the International Sale of Goods (CISG) is excluded.