

## **General Terms and Conditions (GTCs)**

### **1. General definitions**

The following are the General Terms and Conditions of the agency OTeam GmbH, Karl-Marx Ring 90, 81735 Munich, hereinafter referred to as "AGENCY". The Contractual Partner of the AGENCY within the meaning of these GTCs can only include business clients in accordance with Section 2.2 of these GTCs; these are hereinafter referred to as the "Client", and the contractual relationship to be concluded is the "Contract".

### **2. Scope**

2.1 These GTCs shall apply to all business relations between the AGENCY and the Client in the field of trade fairs, events, promotions as well as in-store services and related services and works.

2.2 Business customers within the meaning of these GTCs are all entrepreneurs, legal entities under public law and special funds governed by public law. Entrepreneur shall be understood to mean any natural or legal person or partnership having legal capacity who, when concluding the contract, acts in the pursuit of a commercial or self-employed professional activity.

2.3 Deviating, conflicting or supplementary General Terms and Conditions of the Client shall only become part of the contract if and to the extent that the AGENCY has expressly agreed to their validity. This requirement of consent applies in any case, for example even if the AGENCY accepts the Client's deliveries without reservation in full knowledge of the Client's General Terms and Conditions.

2.4 Individual agreements made with the Client in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these GTCs in all cases.

The content of any such agreements shall be governed by a contract concluded in written form or by the AGENCY's confirmation in written form.

2.5 The GTCs shall apply in their respective version as a framework agreement as well for future deliveries and services of the AGENCY to the same Client, without the AGENCY having to refer to them again in each individual case.

2.6 The AGENCY reserves the right to make amendments or supplements to the GTCs at any time, provided that the Client is not thereby disadvantaged contrary to good faith. Amendments or supplements to the GTCs shall be announced by notification to the Client in written form. The amendments or supplements to the GTCs shall be deemed approved if the Client does not object in written form within two weeks after notification. If the Client objects to the amendments or supplements, the AGENCY may terminate the contractual relationship by giving ordinary notice of termination.

### **3. Conclusion and content of the contract**

3.1 The presentation of the AGENCY's services in catalogues, company brochures or on the AGENCY's website does not constitute an offer to conclude a contract. Only the order placed by the Client with the AGENCY shall constitute a legal offer to conclude a contract, regardless of the communication channel used by the Client to place the order. The AGENCY shall accept this exclusively by confirming the Client's offer in written form or by telephone. The Client shall be liable for the accuracy, completeness and suitability of the information provided for the submission of the tender.

3.2 The Client shall be bound by the offer submitted by them for a period of 14 days following the submission of the offer. The Client shall be entitled to withdraw from the offer after this period.

3.3 The hostess service includes the pure organisational customer care for an event. The deployed personnel will be carefully selected by the AGENCY according to the requirements of the assignment. The designated persons shall exclusively perform the activities defined in the contract. The approval of the AGENCY or its representative is required should additional services need to be provided during the assignment.

The AGENCY may, for important reasons before or during the execution of an order, assign the execution to other persons than originally agreed. The AGENCY reserves the right to refuse performance due to good cause (in particular in the event of impending insolvency, the Client's insolvency or failure to pay as agreed).

#### **4. Implementation and organisation**

4.1 The basis of every event is a concept approved by the Client, a detailed description of services agreed with the Client, a cost plan and a legally valid assignment in the form of a contract. The implementation and design of an event is based on these principles. Significant changes shall be agreed with the Client in writing.

4.2 On the part of the Client, the exhibition and event rooms shall be made accessible to AGENCY personnel and agents on set-up, dismantling and event days for the construction of exhibition stands and stage structures, installation of lighting and sound equipment, as well as for stage rehearsals.

4.3 The conclusion of all contracts necessary for the execution of this contract shall be made in the name and on behalf of the Client. The AGENCY is hereby authorised by the Client to conclude all contracts which are necessary or at least expedient for the execution and fulfilment of the contract on behalf of the Client.

4.4 The AGENCY is authorised to issue instructions in the interest and on behalf of the Client to suppliers who have been commissioned by the Client to provide services for the event.

If agreed, the AGENCY shall act as a vicarious agent and on behalf of the Client, shall pass on information under the Client's name and shall accept information and appointments on behalf of the Client. The Client is responsible for the accuracy of any information and details passed on by the AGENCY.

4.5. If necessary, the Client shall provide the AGENCY with the necessary items and aids as well as ensuring the necessary working conditions.

If necessary and required, as in the case of exhibitions or similar events, tickets for the assignment personnel shall be provided by the Client.

4.6 Unless otherwise agreed, the AGENCY will act exclusively as a service provider for the Client and will support the Client in the implementation of its promotion/project.

#### **5. Services, prices, payments, default**

5.1 The AGENCY is obliged to provide the services ordered and contractually agreed upon by the Client in written form in the order confirmation.

5.2 The Client is not entitled to the use of a specific vicarious agent of the AGENCY, unless this has been explicitly contractually agreed. The AGENCY will take the Client's wishes into account to the best of its ability, but reserves the right to select the vicarious agent itself based on operational considerations.

5.3 The Client is obliged to pay the agreed remuneration to the AGENCY.

5.4 The AGENCY shall submit an invoice for the services it has provided. An overview of the services rendered can be provided upon request within a reasonable period of time on the basis of performance records. There is no obligation to provide further proof.

5.5 All prices are subject to the applicable value added tax in Germany. All services provided by the AGENCY are subject to VAT without exception. Business customers based in the EU (but outside Germany) are not charged German VAT if they have a valid VAT ID (VAT number). In this case, the service shall be taxable in the Client's country.

5.6 AGENCY invoices are payable without a due date within 10 days of receipt of the invoice without deduction, unless otherwise agreed.

In the event of a default in payment, the statutory provisions shall apply.

5.7 If the Client is in default of payment, the AGENCY may suspend the provision of services until payment is made without terminating the contract.

5.8 The quoted prices shall only be valid if the contract as quoted is concluded in its entirety and not only in part.

The AGENCY is entitled to provide partial services and to invoice these separately.

Additional services, which are carried out additionally at the Client's request, will be invoiced to the Client additionally in accordance with the AGENCY's current rates of remuneration. The same shall apply to any additional expenses caused by the provision of incorrect information or incomplete preparatory work on the part of the Client.

5.9. From a total order value of more than € 300.00 or by agreement, the AGENCY is entitled to demand the following advance payments to cover its expenses:

80 % of the agreed remuneration upon conclusion of the contract

20 % of the price upon receipt of the final invoice.

5.10 Travel costs, expenses, etc. shall be charged separately in accordance with expenditure. Flights within Europe and intercontinental flights shall be booked in Economy Class. LOW-COST airlines shall also be taken into account. Rail travel shall be booked in 2nd class. Journeys by car shall be charged at EUR 0.70/km.

## **6. Impossibility, force majeure**

6.1 If the implementation of the event is prevented in whole or in part for reasons for which the Client is responsible, the AGENCY shall retain its claim to the agreed fee. The AGENCY will, however, take into account what it saves as a result of the exemption from performance and what it acquires or maliciously neglects to earn through the other use of its labour.

6.2 In the case of open-air events, the Client shall bear any risk arising from the weather.

6.3 If the AGENCY is prevented from fulfilling its contractual obligations due to force majeure, the AGENCY shall be released from its obligation to perform for the duration of the impediment as well as a reasonable start-up period, without being obliged to compensate the Client for damages. The AGENCY shall retain the claim to the parts of the fee already due or the services rendered up to the occurrence of the impediment in accordance with the payment schedule.

6.4 The same applies if the fulfilment of the AGENCY's obligations is made unreasonable, difficult or temporarily impossible due to unforeseeable circumstances for which the AGENCY is not responsible, in particular due to illness, industrial action, official measures, energy shortages or significant operational disruptions.

6.5 The AGENCY shall immediately notify the Client of the reasons for the impediment by fax, email or telephone and provide evidence upon request (medical certificate, etc.).

6.6 The Contracting Party shall be entitled to withdraw from the Contract in whole or in part if such an impediment lasts for more than four months and there is no longer any interest for the respective Contracting Party in the performance of the Contract as a result of the impediment. At the request of the respective other party, upon expiry of the period, the Contracting Party shall declare whether it will exercise its right of withdrawal.

## **7. Rights of retention, offsetting, assignment**

7.1 The AGENCY is entitled to offsetting and retention rights as well as the defence of non-performance of the contract to the extent provided by law. In particular, the AGENCY shall be entitled to withhold due payments as long as the AGENCY is still entitled to claims from incomplete or defective services against the Client.

7.2 The AGENCY is entitled to refuse its performance if, due to a circumstance occurring after the conclusion of the contract, it is to be feared that the Client's counter-performance cannot be received in full and in due time (e.g. due to an application for the opening of insolvency proceedings), unless the Client effects the counter-performance or provides sufficient security.

7.3 Offsetting by the Client is only permissible with undisputed, legally established claims from the same contractual relationship. The Client shall only have a right to refuse performance or a right of retention if the Client's underlying counterclaims are undisputed, have been legally established or are ready for a decision or arise from the same contractual relationship.

7.4 The Client is not entitled to assign or transfer claims or rights arising from the business relationship against the AGENCY to third parties without the AGENCY's consent. The same shall apply to any claims against and rights accruing to the AGENCY directly by operation of law.

## **8. Cancellation**

8.1 The Client is entitled to cancel the order before the start of the assignment or event in accordance with the following conditions.

8.2 In the event of cancellation by the Client prior to the commencement of the order, the Client will be charged the following percentages of the net order amount by the AGENCY in the form of cancellation fees:

- a) from the date of booking: 30 %,
- b) up to 7 days before the start of the assignment: 50 %,
- c) from the 7th day before the start of the assignment 100 %.

8.3 Cancellation after the start of the assignment is excluded.

8.4. Cancellation fees generally only apply to the order as a whole and not to the individual items contained in the order. If agreed services are not used in whole or in part, unless otherwise agreed, there shall be no entitlement to either a credit note or a refund.

## **9. Termination**

9.1 The contract may only be terminated by either party for good cause if there are facts on the basis of which the terminating party, taking into account all circumstances of the individual case and weighing the interests of both contracting parties, cannot reasonably be expected to continue the contract until the termination of the order.

9.2 Notice of termination must be given in writing.

9.3 Good cause on the part of the AGENCY shall be deemed to exist, in particular, if:

- a) the Client is in default of payment for more than 4 weeks,
- b) the AGENCY becomes aware of any conduct on the part of the Client which is detrimental to the AGENCY's business,
- c) the service requested of the AGENCY is contrary to good morals, applicable regulations or laws,
- d) the Client has made a statement of assets and liabilities,
- e) an arrest warrant has been issued for the Client,
- f) insolvency proceedings have been opened against the Client's assets or such proceedings have been rejected for lack of assets.

In the event of termination without notice, the settlement shall be carried out analogously to § 649 BGB (German Civil Code). The AGENCY reserves the right to claim damages resulting from termination without notice.

9.4 If the contract is terminated by the Client without this having been caused by the AGENCY's conduct, the AGENCY is entitled to liquidated damages amounting to 95% of the net order sum agreed for the order. The compensation is to be set higher or lower if the Client can prove a lower damage amount or the AGENCY can prove a higher damage amount.

## **10. Liability**

10.1 Unless otherwise stated in these GTCs including the following provisions, the AGENCY shall be liable for a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.

10.2 The AGENCY is liable for damages – regardless of the legal grounds – in the case of intent and gross negligence. In the event of simple negligence, the AGENCY shall only be liable:

for damages resulting from injury to life, body or health,

for damages resulting from the breach of an essential contractual obligation (an obligation whose fulfilment is a prerequisite for the proper performance of the contract and on whose compliance the Contractual Partner regularly relies and may rely); in this case, however, the AGENCY's liability shall be limited to compensation for the foreseeable, typically occurring damages and, in the case of financial losses, to the amount of the net remuneration agreed in each case.

10.3 Any contributory negligence on the part of the Client shall be offset against the amount of any claim for damages.

10.4 The limitations of liability resulting from para. 2 do not apply if the AGENCY has fraudulently concealed a defect or has provided a guarantee for the quality of the service. The same applies to any claims of the Client under the Product Liability Act.

10.5 Any further liability for damages than is provided for in paragraphs 1 to 4 is excluded – regardless of the legal nature of the asserted claim.

10.6 Insofar as AGENCY's liability for damages is excluded, this shall also apply with regard to the personal liability for damages of its employees, representatives and vicarious agents.

10.7 The above liability provisions do not entail a change in the burden of proof to the detriment of the Client.

## **11. Non-solicitation agreement**

11.1 The Client undertakes not to employ any of the AGENCY's personnel (including freelancers or personnel bound by individual contracts) directly or indirectly employed by the AGENCY as salaried employees, freelancers or similarly employed or directly commissioned by the AGENCY during and up to 12 months following the termination of this contract.

11.2 For each case of a violation of the provision in paragraph 1, the Client shall pay the AGENCY a contractual penalty in the amount of EUR 2,000.00 per violation. In the event of the solicitation of several of the AGENCY's employees, each employee shall be deemed to be a separate violation regardless of whether the solicitation of the AGENCY's employees occurs concurrently or separately in each case. The compensation is to be set higher or lower if the Client can prove a lower damage amount or the AGENCY can prove a higher damage amount.

11.3 The AGENCY reserves the right to claim further damages in excess of the forfeited contractual penalty, as well as the right to assert all other statutory claims and legal consequences arising from an infringement (e.g. claims to cease and desist in accordance with competition law).

## **12. Copyright and usage rights**

12.1 The figurative trademark and word trademark Agentur OTeam GmbH as well as the business name Agentur OTeam GmbH are the property of the AGENCY.

The AGENCY reserves the right to use both property rights. The naming, use, exploitation or defamiliarisation of the word trademark Agentur OTeam GmbH requires the AGENCY's express prior consent.

12.2 All ideas, presentations, project sketches, project papers, concepts, plans, works and layouts generated by the AGENCY are its intellectual property and are intended exclusively for the Client within the scope of the order placed. Processing, exploitation, duplication and commercial distribution are only permitted with the AGENCY's consent as the holder of the usage rights. The execution of its conceptual work is the sole responsibility of the AGENCY.

12.3 Should an order not be placed with the AGENCY, the Client for whom such works have been undertaken is obliged to refrain from using the ideas, proposals, concepts, layouts and texts submitted in the course of the cooperation.

12.4 Further use, transfer to third parties, partial or complete realisation of the ideas, concepts, layouts and texts presented within the framework of the cooperation requires the AGENCY's consent and, in any case, prior agreement regarding appropriate remuneration.

12.5 The AGENCY is entitled to document the production on image and sound carriers of any kind and to distribute or publish all photographs, video and film recordings resulting from the contractual relationship, as well as other technical reproductions for its own advertising or editorial purposes, without restriction of the spatial, factual and temporal scope.

12.6 The Client agrees that the AGENCY may use the Client as a reference in print or other media. The Contractual Partners shall mutually permit each other to issue press releases. The AGENCY shall be named in publications as the author and implementing agency upon request.

### **13. Confidentiality and data protection**

13.1 The Contractual Partners undertake to keep secret the information and documents disclosed to each other or received in connection with the performance of the contract and to take appropriate measures within the meaning of § 2 No. 1 GeschGehG (Law on the protection of trade secrets) to prevent third parties from gaining knowledge of them and using them. Employees of the Contractual Partners shall be obliged to maintain secrecy and non-disclosure insofar as they come into contact with the contractual services, unless they are already required to do so by virtue of their employment contract. The same shall apply to the suppliers of both contractual partners. The same shall apply to their utilisation.

13.2 The obligation to maintain secrecy and non-utilisation of the information mutually disclosed or obtained in the course of the performance of the contract shall not apply insofar as such information was demonstrably known to the informed Contractual Partner prior to the notification, or was known or generally accessible to the public prior to the notification, or becomes known or generally accessible to the public after the notification without the involvement or fault of the informed Contractual Partner, or is substantially the same as information disclosed or made available to the informed party at any time by an authorised third party.

13.3 The confidentiality obligation shall not apply if there is an obligation to disclose the confidential information by order of a court, order of a public authority or a law.

13.4 The obligation to maintain confidentiality shall continue to apply after the contract has ended.

13.5 The Contractual Partners undertake to comply with the provisions of the data protection laws and the European Data Protection Regulation in their currently valid version. The Contractual Partners shall impose corresponding obligations on their employees, suppliers and other persons who come into contact with the contractual services.

13.6 The Client agrees to only use data, images, etc. provided to them within the scope of the order. In particular, it is prohibited to use / and or distribute any personal data, images, etc. of AGENCY employees. For each case of infringement of the provision in sentence 1, the Client shall pay the AGENCY a contractual penalty in the amount of EUR 10,000.00 per infringement. The compensation is to be set higher or lower if the Client can prove a lower damage amount or the AGENCY can prove a higher damage amount.

### **14. Complaints**

14.1 The AGENCY must be notified of complaints without delay so that it has the opportunity to make any corrections and changes immediately. Notifying the AGENCY staff on site is not sufficient for this purpose.

**15. Language version**

15.1 In the event of the translation of this contract into other languages and in the event of linguistic ambiguities, the German version of the contract shall always prevail.

**16. Final provisions**

16.1 Amendments or supplements to both these GTCs and the contents of the order must be made in written form; this shall also apply to the cancellation of this written form clause.

16.2 This agreement as well as the entire legal relationship between the contracting parties shall be governed by the laws of the Federal Republic of Germany. The place of performance for the above contract is the AGENCY's registered office. Munich shall be deemed the agreed place of jurisdiction to the extent permitted by law.

16.3 Should one or more provisions of these GTCs be or become void or ineffective or unenforceable, the validity of the remaining provisions of these GTCs shall remain unaffected. The parties undertake to replace any invalid or unenforceable provisions of these GTCs from the date of invalidity with valid ones that most closely approximate the economic objectives pursued by these GTCs. The provisions referred to in sentences 1 and 2 shall apply mutatis mutandis if there is a gap in these GTCs or if a gap should arise in these GTCs at a later date.

Munich, 01/02/2022