

## General Terms and Conditions for Exhibitors and Sponsors

of VKU Service GmbH, Invalidenstr. 91, 10115 Berlin,

Last updated: March, 25, 2021

### A. General Provisions

#### 1. Scope of Application of the General Terms and Conditions

These General Terms and Conditions for Exhibitors and Sponsors (“**GTC**”) of VKU Service GmbH apply to all contracts of VKU Service GmbH (hereinafter referred to as “**Organizer**”) with exhibitors and sponsors (hereinafter referred to as “**Exhibitor/Sponsor(s)**”), unless otherwise agreed in individual contracts. The general terms and conditions of the Exhibitor/Sponsor are expressly rejected and will not become part of the contract, even if they are not rejected again in individual cases. Agreements between the Organizer and the Exhibitor/Sponsor that deviate from these GTC must be made in writing; this also applies to individual approvals and other unilateral special arrangements. Verbal side agreements require written confirmation signed by a duly authorized representative of VKU Service GmbH.

#### 2. Conclusion and Scope of the Contract

- a) The Organizer will organize the event specified in the offer – online and offline - (hereinafter referred to as the “**Event**”) and shall grant the Exhibitor/Sponsor the right to advertise at the Event in accordance with the following provisions.
- b) The Organizer shall extend a written offer (PDF document sent via e-mail suffices) to the Exhibitor/Sponsor in which it determines the Event, the services of the Exhibitor/Sponsor, its own services and the term of the contract (hereinafter referred to as the “**Offer**”). The Exhibitor/Sponsor accepts the Offer by signing (together with company seal) and returning the Offer back to VKU Service GmbH. A contract is hereby concluded to which the Organizer and the Exhibitor/Sponsor are bound.
- c) The individual performance obligations of the Organizer and the Exhibitor/Sponsor shall be determined by the services listed in the Offer and in these GTC. Some of the services listed in these GTC are optional and shall only become part of the contract if they are listed in the Offer.
- d) The Organizer reserves the right to charge third parties for all additional services provided by the Exhibitor/Sponsor in full or to demand immediate termination of such service on site.
- e) The Exhibitor/Sponsor may link to the landing page of the Event on its website. The Exhibitor/Sponsor will be provided with the link (URL) to be used exclusively by it in writing or by e-mail after receipt of the signed Offer. The link shall be active as of the signing of the contract until the day of the Event.

#### 3. Remuneration and Terms of Payment

- a) Insofar as no other individual agreement has been reached with regard hereto, the invoice shall be issued by the Organizer after receipt of the signed Offer, at the latest one week prior to the Event, to the billing address stated in the Offer. If the Exhibitor/Sponsor requires an order number and/or other information on the invoice or wishes to have it sent to a different billing address, this must be communicated to the Organizer in writing (or by e-mail) in good time before the invoice is issued.
- b) The Exhibitor/Sponsor is obliged to pay the Organizer the contractually agreed remuneration (in accordance with the Offer) without deduction within 10 days of receipt of the invoice. In the event of late payment, the Organizer is entitled to charge interest on arrears in accordance with § 288 BGB (German Civil Code) at the applicable percentage points stated therein and the applicable base interest rate (in accordance with § 247 BGB).

- c) The Organizer's remuneration claim shall not lapse because the Organizer reassigns the stand/digital presentation area in accordance with clause 10 c), unless the Exhibitor/Sponsor can prove that the Organizer has not suffered any damage as a result thereof.

#### **4. Contract Term, Termination**

- a) The contract to which these GTC apply shall be in effect until the end of the Event specified in the Offer.
- b) An ordinary termination of the contract is excluded unless otherwise agreed in an individual agreement.
- c) The Organizer shall have the right to extraordinary termination if the initiation of judicial settlement or insolvency proceedings regarding the assets of the Exhibitor/Sponsor has been applied or such application has been rejected due to lack of assets. In any event, the Exhibitor/Sponsor shall immediately inform the Organizer of any application for settlement or insolvency proceedings.
- d) The right to extraordinary termination for cause shall remain unaffected.
- e) Any termination of contracts requires written form.

#### **5. Copyrights and Related Use Rights, Indemnity**

- a) The Exhibitor/Sponsor grants the Organizer, for an indefinite period of time, a non-exclusive, worldwide right of use, fully compensated by the contractual remuneration (amount in accordance with the Offer), to all copyrighted works made available to the organizer (in particular photos, videos and film recordings of the Event as well as texts and multimedia presentations for the Event, including the material content, and other documents and materials in connection with the Event), for the preparation, implementation and advertising (also in social media channels) of the Event as well as the subsequent reporting and archiving.
- b) The Exhibitor/Sponsor warrants that the copyrighted works made available to the Organizer do not infringe the rights of third parties, that the Exhibitor/Sponsor has observed the copyrights of third parties and, if applicable, that it has been granted the right to use and exploit the copyrighted works of third parties. To the extent that third party rights exist in relation to the works made available to the Organizer by the Exhibitor/Sponsor, the Exhibitor/Sponsor shall be solely responsible for the remuneration of such third party.
- c) The Exhibitor/Sponsor indemnifies the Organizer to the fullest extent against all claims by third parties for infringement of copyrights, other intellectual property rights or industrial property rights through the use or exploitation of the works made available to the Organizer by the Exhibitor/Sponsor. Such indemnity also applies to the presentation materials (presentations, handouts, etc.) which the Exhibitor/Sponsor has made available to the Organizer, even if the materials originated from persons who are not directly affiliated with the Exhibitor/Sponsor.

#### **6. Warranty and Statute of Limitations**

- a) Insofar as success of performance is contractually agreed and the Exhibitor/Sponsor becomes aware of defects in the services provided by the Organizer, the Exhibitor/Sponsor is obliged to notify the Organizer thereof in writing without delay. The Exhibitor/Sponsor shall give the Organizer the opportunity to provide subsequent performance. Subject to the following provision in clause 6 b), statutory provisions shall apply in addition.
- b) Claims of the Exhibitor/Sponsor arising from the contract to which these GTC apply and from all legal relations in connection therewith shall become time-barred within one year.

#### **7. Disclaimer and Limitation of Liability**

- a) To the extent permitted by law, the liability of the Organizer shall be excluded. For material and financial damage, the Organizer is liable for itself and its vicarious agents in the event of intent and gross negligence. In the event of personal injury and liability in accordance with the German Product Liability Act (*Produkthaftungsgesetz*), it shall have unlimited liability.

- b) In particular, the Organizer shall not be liable for damages resulting from force majeure or damages caused by the Organizer's decision to postpone or cancel an Event whose successful execution, in the Organizer's opinion, cannot be guaranteed due to an insufficient number of registrations.
- c) The organizer shall furthermore not be liable in the event of technical problems experienced by the exhibitor/sponsor. The exhibitor/sponsor shall carry out the functionality check provided by the organizer in good time and resolve any existing technical problems in advance. For online events the exhibitor/sponsor must ensure the full and proper functioning of its technical equipment. This includes ensuring functioning hardware and a stable internet connection (recommended: at least 6 MBit/s for downloading or higher) as well as checking in good time access to the online tool used by the organizer. A test link will be provided for the exhibitor/sponsor on the booking page. Cancellation of the contract due to technical problems experienced by the exhibitor/sponsor is not possible.
- d) In addition, the Organizer shall not be liable for damage to the objects brought in, to the stand, its furnishings or the exhibition goods, nor for the loss of the exhibition goods, unless its willful or grossly negligent behavior can be proven. The Exhibitor/Sponsor is obliged to adequately insure the exhibition stand.

## 8. Miscellaneous

- a) Side agreements, amendments and/or supplements to these GTC shall be in writing in order to be valid. This also applies to the written form requirement itself.
- b) Even after expiry of the contract term, the Exhibitor/Sponsor and the Organizer shall maintain absolute secrecy with regard to the content, scope and conditions of the Offer as well as any individual agreements of the contract based on these GTC.
- c) Should any provisions of these GTC be invalid, regardless of the legal ground, this shall not affect the validity of the remaining provisions. Rather, in this case the invalid provision shall be replaced by a provision that comes closest to the economic purpose of the invalid provision. This shall also apply in the event of unintentional loopholes.
- d) In order to comply with the information obligations of VKU Service GmbH under the General Data Protection Regulation, reference is made to our General Data Protection Declaration. Here you will also find information on your rights as a data subject: <https://kommunaldigital.de/datenschutz>
- e) Place of performance and jurisdiction is Berlin.
- f) These GTC are available in German and English language. The English version of these GTC is a non-binding convenience translation; in case of discrepancies, the German version shall prevail.

## B. Services, Rights and Obligations of the Parties

### 9. Provision of the Exhibition Space/digital presentation area by the Organizer

- a) During the Event, the Organizer shall provide the Exhibitor/Sponsor with an exhibition space/digital presentation area corresponding to the location and size/placement specified in the Offer. If the location/placement is not specified in the Offer, the Organizer is entitled to determine the location at its discretion.
- b) If, for technical or organizational reasons, it is necessary to make changes to the exhibition space/digital presentation area planning, the Organizer may deviate from the space indicated in the Offer and assign the Exhibitor/Sponsor a stand/digital presentation area at a different location, change the size of the exhibition space and relocate or close entrances and exits in the exhibition area. In this regard, the Organizer is also entitled to switch unoccupied areas/digital presentation areas in order to preserve the overall visual design. This has no effect on the agreed remuneration.
- c) The Organizer shall provide the Exhibitor/Sponsor with an exhibition space of the size specified in the Offer. In addition, the Organizer shall provide the Exhibitor/Sponsor with an internet connection via WiFi, a power

connection (230 V) as well as the furniture listed in the Offer. Any additional equipment to be provided by the Organizer to the Exhibitor/Sponsor free of charge (i.e. without costs other than remuneration) are specified in the Offer. Any costs for additional equipment such as furniture, technical equipment etc. which are not specified in the Offer shall be borne by the Exhibitor/Sponsor. In order to prepare the exhibition stand, the Organizer shall contact the Exhibitor/Sponsor in good time prior to the Event to coordinate the details.

- d) For online events the organizer shall provide the exhibitor/sponsor with a digital presentation space. In that space, unless further agreed in the offer, a logo shall be visible with a link to a website of the exhibitor/sponsor's choice. Furthermore, according to the organizer's discretion the possibility will be provided to present further information, insofar as it is specified in the offer.
- e) The Exhibitor/Sponsor may not, in whole or in part, entrust a third party with a stand/digital presentation area assigned to it without the Organizer's permission.

#### **10. Construction, Operation and Return of Exhibition Spaces/ Stands**

- a) The Organizer is only obliged to provide the stand space, not to construct such stand. The Exhibitor/Sponsor is responsible for this. The Exhibitor/Sponsor is obliged to adhere to the contractually agreed stand partition when constructing its stand.
- b) In addition, the Exhibitor/Sponsor is obliged to comply with the technical and legal guidelines for stand and exhibition construction when constructing its stand. It must comply with and secure the official permits and conditions, construction and operational requirements of the venue as well as traffic safety at the stand including all access points. Insofar as the technical guidelines for stand and exhibition construction are not attached to the Offer or these GTC, they shall be provided by the Organizer upon the request of the Exhibitor/Sponsor. The Exhibitor/Sponsor is solely responsible for compliance with all the aforementioned provisions. In the event of non-compliance, the Organizer is entitled to have any necessary changes made at the expense of the Exhibitor and, if necessary, to block the stand.
- c) The Exhibitor/Sponsor shall make the stand accessible to visitors during opening hours. If the stand is not operated properly, the Organizer is entitled to remove the stand at the expense of the Exhibitor/Sponsor and to reassign the stand space.
- d) The Exhibitor/Sponsor is obliged to construct and dismantle the stand within the period agreed with the Organizer. Any premature or delayed construction or dismantling or any other changes to the stand not agreed with the Organizer are not permitted. If the construction and dismantling deadlines are not met, the Organizer may demand from the Exhibitor/Sponsor a contractual penalty of 15% of the contractually agreed remuneration plus the current value-added tax.
- e) The stand space shall be returned at the end of the Event in a condition that corresponds to the condition before the stand space was handed over to the Exhibitor/Sponsor. Damage or uncleanness caused by the Exhibitor/Sponsor may be mended at its expense without prior notice.

#### **11. Technical Services**

- a) The Organizer is responsible for the technical services, in particular heating and lighting. The Organizer also assumes the installation of supply and disposal connections.
- b) The costs for the installation and use of electrical, gas, water, compressed air and telecommunications connections at the individual stands as well as the costs of all other services used by the Exhibitor/Sponsor shall be paid separately; the Organizer shall invoice these costs separately to the Exhibitor/Sponsor. If the consumption of the Exhibitor/Sponsor is not specifically recorded, such consumption may be estimated.

#### **12. Catering**

During the Event, the Organizer or a third party engaged by the Organizer shall provide catering for the Exhibitor/Sponsor and the event guests. Any further catering for the event guests at an exhibition stand is only permitted upon agreement with the Organizer and against separate payment.

### **13. Cleaning and Waste Disposal**

The Exhibitor/Sponsor is obliged to ensure the cleaning of its stand and the disposal of waste. Cleaning must be completed daily before the start of the Event. If the cleaning and waste disposal is not carried out properly, the Organizer may, without setting a deadline, engage professional services to carry out the cleaning and waste disposal at the expense of the Exhibitor.

### **14. Company Portrait**

The Organizer may present the Exhibitor/Sponsor on the Event website as part of a company portrait. For this purpose, the Exhibitor/Sponsor shall provide the Organizer with a short portrait (max. 500 characters including spaces) of the Exhibitor/Sponsor after acceptance of the Offer, but no later than 4 weeks prior to the Event. If the company portrait is to be used beyond the purposes of the Event, the Organizer shall coordinate the further use of the company portrait with the Exhibitor/Sponsor.

### **15. Participation in the Event/Guest Tickets/Web access**

- a) The Exhibitor/Sponsor is entitled to participate in the Event, including the evening and side programs, with the number of persons specified in the Offer, but at least with one person, unless stated otherwise in the Offer.
- b) The Exhibitor/Sponsor is obliged to register with the Organizer the person(s) who intend to participate in the Event in writing, by e-mail or online using codes. For this purpose, the Organizer shall provide the Exhibitor/Sponsor with the link to the registration webpage and the required codes in writing or by e-mail. The Organizer reserves the right to exclude non-registered persons from participating in the Event.

### **16. Content-related Involvement (Exhibitor/Sponsor's Contributions)**

- a) If the Organizer gives the Exhibitor/Sponsor the opportunity to create a part of the program of the Event, it shall be specified in the Offer as part of the services. The details of the Exhibitor/Sponsor's contributions such as format, time, duration, day of event and content of the program are specified in the Offer. If this is not the case, the Organizer shall inform the Exhibitor/Sponsor of the details in good time, at the latest on the day of the Event. The Organizer reserves the right to make changes to the program.
- b) The Exhibitor/Sponsor is obliged to provide the Organizer with details of the Exhibitor/Sponsor's contributions, in particular title, content (depending on format), contact details of the speaker(s), photo of the speaker(s) in JPEG (at least 150 dpi) including usage information (origin/copyright notice) and short CV (if necessary) in good time after acceptance of the Offer, but no later than 18 weeks prior to the start of the Event. The Organizer is entitled to review all details and contents of such input and, if necessary, to request them again (in a different form and/or with a different content) from the Exhibitor/Sponsor. The Organizer shall contact the Exhibitor/Sponsor prior to the Event to clarify the required conference and presentation equipment for their contributions. The Organizer shall provide the Exhibitor/Sponsor with a projector and a microphone system and for online events a webinar tool. Any costs for additional equipment including furniture, technical equipment, etc. for the implementation of the Exhibitor/Sponsor's contributions shall be borne by the Exhibitor/Sponsor. The implementation of the Exhibitor/Sponsor's contributions does not require a certain number of participants.
- c) The Exhibitor/Sponsor shall provide the Organizer with materials of their contributions for the documentation of the Event. Clause 5 of these GTC shall apply with regard to the granting of rights of use.

## 17. Membership in KommunalDigital

- a) If the organiser has stated membership in KommunalDigital as a service component in the offer, following acceptance of the offer it shall send the exhibitor/sponsor a registration code enabling it to set up and publish the company profile. Membership shall begin upon publication of the company profile. Access to the platform will initially be agreed for 12 months ("minimum term of the contract"). The contract shall be automatically extended by periods of a further year unless it is previously terminated by one of the parties (exhibitor/sponsor on the one hand, VKU Service on the other) effective as of the end of the minimum term of the contract (or as of the end of the respective extension period), giving three months' notice.
- b) You can access further information on membership and the related rights and obligations in the current conditions of use, which can be accessed by following this link: <https://kommunaldigital.de/nutzungsbedingungen>

## 18. Video content of the exhibitor/sponsor

- a) If the organizer provides the exhibitor/sponsor with the option of making a video clip, this shall be stated in the offer as a service component. The details of the exhibitor/sponsor's clip, such as its format, duration, subject and content, shall be specified in the offer. If they are not, the organizer shall communicate the details to the exhibitor/sponsor in good time and no later than before the publication of the clip. The organizer reserves the right to make thematic changes.
- b) Following acceptance of the offer, the exhibitor/sponsor shall promptly (and no later than two weeks before publication) provide the organizer with details on the video clip, particularly the subject and format. The organizer shall have the right to review all the details and content of the clips and if necessary, request them from the exhibitor/sponsor again (in a different form and/or with different content).
- c) Unless stated otherwise in the offer, the exhibitor/sponsor shall send the organizer the clip in 16:9 format as an MP4 or .mov file, with clear audio quality. The video shall be cut and revised, depending on the offer specification, by VKU Service GmbH. The organizer may request that the exhibitor/sponsor resubmit clips of inadequate quality.
- d) The exhibitor/sponsor may request from the organizer further requirements, arrangements and guidelines which are not specified in the offer.

## 19. Partner-Web-Seminar

- a) If the organizer provides the exhibitor/sponsor with the option of making a Partner-Web-Seminar, this shall be stated in the offer as a service component. The details of the exhibitor/sponsor's clip, such as its format, duration, subject and content, shall be specified in the offer. If they are not, the organizer shall communicate the details to the exhibitor/sponsor in good time and no later than before the publication of the clip. The organizer reserves the right to make thematic changes.
- b) Following acceptance of the offer, the exhibitor/sponsor shall promptly (and no later than four weeks before publication) provide the organizer with details on the Partner-Web-Seminar, particularly the subject, format, content, timeslots, contact details of the speaker(s), photo of the speaker(s) in JPEG (at least 150 dpi) including usage information (origin/copyright notice), short CV (if necessary), a logo and a key visual including usage information (origin/copyright notice). The organizer shall have the right to review all the details and content of the clips and if necessary, request them from the exhibitor/sponsor again (in a different form and/or with different content).
- c) If the organizer provides the exhibitor/sponsor with the option of making a Video for the Partner-Web-Seminar, the exhibitor/sponsor send the organizer the clip in 16:9 format as an MP4 or .mov file, with clear audio quality, unless stated otherwise in the offer. The video shall be cut and revised, depending on the offer specification, by VKU Service GmbH. The organizer may request that the exhibitor/sponsor resubmit clips of inadequate quality.
- d) The exhibitor/sponsor may request from the organizer further requirements, arrangements and guidelines which are not specified in the offer.

- e) The exhibitor / sponsor has the opportunity to advertise the partner web seminar independently. This has to be agreed with the organizer. The use of a logo must be expressly approved.

## 20. Documents of the Event

- a) The Organizer shall provide the Exhibitor/Sponsor with the documents of the Event (in particular the conference materials, presentations, lists of participants etc.) in digital form.
- b) The documents of the Event are protected by copyright. Copying, reprinting, editing, forwarding to third parties or any other use or exploitation of the documents of the Event - even in parts - is only permitted with the express written consent of the Organizer.
- c) The Exhibitor/Sponsor shall observe the relevant data protection regulations. Participant lists may not be used for advertising purposes. Clause 11 of the General Terms and Conditions of VKU Service GmbH for Participants and Speakers ("GTC Participants and Speakers"), as amended from time to time and available at: <https://kommunaldigital.de/allgemeine-geschaeftsbedingungen>, shall apply accordingly.

## 21. Advertisement by the Exhibitor/Sponsor

- a) The Exhibitor/Sponsor may only advertise within his stand. Outside its exhibition stand – particularly in conference rooms, on dining tables and media tables at the venue – advertising is only permitted upon agreement with the Organizer and against separate payment.
- b) Advertising for third parties and advertising containing comparisons with goods of other Exhibitors/Sponsors is not permitted. The Organizer is entitled to prohibit the issue or display of advertising materials which could give rise to complaints and to secure existing stocks of such materials for the duration of the Event.
- c) On advertising measures for the Event – e.g. on the program booklet in printed and electronic form as well as on the event website – the Organizer shall designate the Exhibitor/Sponsor in accordance with specifications contained in the Offer.
- d) The Exhibitor/Sponsor shall provide the Organizer with a logo and its terms of use upon conclusion of the contract (at the latest, however, 4 weeks prior to the Event). The Exhibitor/Sponsor will coordinate the use of the logo and the organization's name with the Organizer.
- e) If the Exhibitor/Sponsor would like any further advertising measure, e.g. advertising banners, sponsoring of name tags, etc., such additional service shall be provided by the Organizer in accordance with the individual agreements as specified in the Offer. All the terms related thereto shall be sent to the Exhibitor/Sponsor by the Organizer in writing or by e-mail after receipt of the signed Offer.

## 22. Photos, Videos or Film Recordings and Public Presentations

- a) Documenting the exhibition objects in the form of photography, video or film is permitted, insofar the respective Exhibitor/Sponsor consented. The Exhibitor/Sponsor hereby declares its consent to the documentation of the exhibition objects by the Organizer or a third party. The Organizer is entitled to document the Event, in particular the stands and the exhibited goods and other exhibition objects in the form of photography, video and film, or have this done by the press (or other third parties), and to use any such materials for advertising purposes or general press releases free of charge.
- b) The Organizer is entitled to restrict or prohibit public presentations (e.g. films, panel discussions, etc.) which could threaten or significantly impair the event operation.
- c) In the case of online events, recordings or screen recordings may be made. By signing the offer the exhibitor/sponsor agrees to them being used and published by the organizer, for example for publication on the internet, on advertising flyers or in presentations/information events.

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