

## General Terms and Conditions for Bitkom Live Partner

### § 1 Scope of Application, Conclusion of Contract, Definitions

1. Bitkom Servicegesellschaft mbH, Albrechtstr. 10, 10117 Berlin (hereinafter: "Bitkom Services") organizes conferences, executive events and other physical, virtual or physical-virtual (hybrid) events (hereinafter: "Events" or "Event") under the umbrella of "Bitkom Events".
2. Depending on the event, Bitkom Services offers various partner packages (e.g. Basic, Advanced, Premium). The compilation of individual partner packages is possible on request. Booking requests for a partner package can be made in writing or in text form (e.g., by e-mail). Since the number of partner packages is partly limited, the offers for booking a partner package are always subject to change and non-binding. A legally binding contract between Bitkom Services and the booking company (hereinafter: "Bitkom Live Partner") for a partner package for an event (hereinafter: "Event Contract") shall be concluded either by accepting an offer individually prepared by Bitkom Services, or by expressly confirming the booking request by Bitkom Services.
3. These General Terms and Conditions (hereinafter: "GTC") are the basis and an essential part of the Event Contract. These GTC apply exclusively. Any conflicting, deviating or supplementary terms and conditions of the Bitkom Live Partner shall not apply and are hereby excluded. Such terms and conditions of the Bitkom Live Partner shall not become part of the contract even if Bitkom Services does not expressly object to them, accepts payments from the Bitkom Live Partner without reservation or provides the services without objection. This shall also apply if Bitkom Live Partner has prescribed a special form for the objection.
4. These GTC shall only apply to companies within the meaning of § 14 BGB (German Civil Code), legal entities under public law or special funds under public law.
5. If Bitkom Services and the Bitkom Live Partner (hereinafter: "the Parties") agree to deviating terms and conditions in the Event Contract, these contractual terms and conditions shall, if they deviate from the GTC, take precedence over them. The remaining provisions of these GTC shall remain unaffected and shall apply accordingly.

### § 2 Performance obligations of Bitkom Services

1. The scope and nature of the services to be provided by Bitkom Services are set out in the Event Contract. Changes to performance obligations can only be mutually agreed upon by the Parties in text form or in writing. Services that have not been contractually agreed are not owed. Verbal collateral agreements shall only be effective if they are confirmed in writing or in text form by both Parties.
2. Bitkom Services shall be entitled to determine the manner in which the service is provided at its own appropriate discretion. In particular, Bitkom Services shall be entitled to commission third parties to provide the agreed service.

3. Bitkom Services is not obligated to provide the services pursuant to the Event Contract if the service provision is legally or factually impossible or disproportionate (e.g.: required consent for image/video recording is not available / partner package is booked at a time when the last event mailing has already been carried out). In other cases, Bitkom Services shall be entitled, with regard to the services agreed in the event contract and taking into account the interests of the Bitkom Live Partner, to provide substitute services of its own choice that are based on the originally intended contractual service content. Bitkom Services shall inform the Bitkom Live Partner of the form of the substitute service.
4. Bitkom Services is not obligated to achieve the further communicative goals that the Bitkom Live Partner pursues with the conclusion of the Event Contract. In particular, Bitkom Services does not guarantee a specific minimum number of participants. Information on the number and type of event participants in the Event Contract is based on empirical values and are merely estimates without binding character.
5. The designations of the services used in the Event Contract are working titles. Bitkom Services reserves the right to change the designation of the Event or individual components thereof (e.g. stages, program items) during the contract period.

### **§ 3 Terms of payment**

1. The Bitkom Live Partner shall pay the remuneration agreed in the Event Contract plus the statutory value-added tax to Bitkom Services without deduction within 14 days after receipt of invoice (hereinafter referred to as the "Event Amount").
2. Unless otherwise agreed in the Event Contract, the Parties shall bear their own costs for travel to and from the Event, accommodation costs and other expenses incurred in the performance of the Event Contract.
3. The Parties agree that invoices can also be transmitted electronically. If the billing address differs from address named in the contract, if additional information (cost center, purchase order number, etc.) is required for billing, or if electronic invoicing is possible, Bitkom Live Partner Bitkom Services must provide this information.

Bitkom Services will use the Event Amount to cover the costs of the Event. The Bitkom Live Partner has no claim to the return of payments or to the disbursement of any capital gains that may accrue, unless otherwise stipulated in the Event Contract. Interest and other investment income from the paid-in Event Amount shall also serve to cover the costs incurred.

### **§ 4 Cooperation obligations of the Bitkom Live Partner**

1. Free tickets provided to Bitkom Live Partner will lose their validity if they are not redeemed in the online ticket store at least two weeks before the start of the Event.

2. The Bitkom Live Partner is entitled to waive the use of the services agreed in the Event Contract and the rights granted to it at any time. In this case, the Bitkom Live Partner shall notify Bitkom Services without undue delay, and at the latest four weeks before the start of the Event. The waiver of the use of services and rights shall not affect the Bitkom Live Partner's payment obligations.

## **§ 5 Special conditions for exhibition spaces**

If the Event Contract includes the provision of an exhibition space on site as a service by Bitkom Services, the following regulations shall apply:

1. Bitkom Services will determine the thematic and local placement of the contractually planned exhibition space and inform the Bitkom Live Partner of this in good time before the start of the event. Preferred placements will be considered as far as possible. However, the Bitkom Live Partner has no claim to the allocation of a specific exhibition space.
2. The Bitkom Live Partner must complete the exhibition space provided by the opening of the respective Event and return it immediately after the end of the Event in the condition in which it was handed over. All applicable rules and regulations, in particular safety and fire protection regulations, must be complied with during construction and stand design.
3. The Bitkom Live Partner needs the approval by Bitkom Services to include sub-exhibitors or additionally represented companies on the exhibition space. The Bitkom Live Partner is liable for the compliance of the third party or parties with the obligations concerning him.
4. If Bitkom Services makes the stand available, structural changes to the stand, including the furnishings (sticking, painting, etc.) may not be made. If necessary, assembly work may be carried out by Bitkom Services or by the stand construction companies engaged by it against separate commissioning, but in any case only after prior consultation with Bitkom Services.
5. The Bitkom Live Partner's own items will be sent to the stand by the Bitkom Live Partner at the Partner's expense, set up there properly and professionally, and dismantled and collected again within the time agreed in the Event Contract.
6. The Bitkom Live Partner's allocated exhibition space must be properly occupied with exhibition goods and operated by expert personnel for the entire duration of the Event within the agreed opening hours. Premature dismantling of the stand before the end of the Event is not permitted.
7. Presentations and advertising measures may only take place in the allocated exhibition space and must be arranged in such a way that visual and acoustic nuisances to neighboring stands or obstructions to the stand and aisle areas do not occur.

8. In the event of infringements, Bitkom Services shall be entitled to prohibit the measures. In the event of repeated infringement, Bitkom Services shall be entitled to terminate the event contract without notice. Payment obligations shall nevertheless remain in force in this case.
9. Bitkom Services is entitled to remove exhibits from the exhibition area or have them removed if their display contradicts the Event program, violates competition law requirements or third-party property rights. Price quotations are also inadmissible, as are references to suppliers and exhibits sold. Retail sales of goods and services during the Event are not permitted. The right to conclude contracts at the Event remains unaffected by this, as long as the handover of the goods or provision of the service as well as their payment - regardless of their form - only takes place after the end of the Event.

## **§ 6 Use of protected content**

1. The Bitkom Live Partner shall provide Bitkom Services with its company logo, name / company designation and - if required - photos of the speakers, presentation materials and all other Bitkom Live Partner content required for the Event (hereinafter: "Licensed Objects") free of charge and in good time so that Bitkom Services can properly fulfill its performance obligations under the Event Contract.
2. The Bitkom Live Partner grants Bitkom Services a non-exclusive, time-limited right to the Licensed Objects that is transferable to affiliated companies within the meaning of §§ 15 et seq. AktG (German Stock Corporation Act) and subcontractors, unlimited in terms of territory, free of charge and revocable with two weeks' notice, to use the Licensed Materials in connection with the promotion and staging of the Event for the duration of this agreement and a reasonable period of follow-up reporting, but no longer than twelve months after the end of the Event. The right of use includes the right of Bitkom Services to reproduce the subject matter of the license on digital or analog media or in part on digital or analog media in Germany and abroad, to reproduce it publicly, in particular to make it publicly available on websites for the Event and in social media channels, and to have it printed in print media (e.g. flyers, daily newspapers).
3. Bitkom Services will not make any changes to the Licensed Objects beyond proportional scaling without the prior permission of Bitkom Live Partner.
4. The Bitkom Live Partner assures that no rights of third parties are infringed by using the Licensed Objects by Bitkom Services in accordance with the Event Contract. The Bitkom Live Partner shall indemnify Bitkom Services against all claims by third parties due to the use of the Licensed Objects, provided that the use of the Licensed Objects was in accordance with the provisions of the Event Contract. The Bitkom Live Partner shall support Bitkom Services in the extrajudicial and judicial defense of the asserted claims, in particular provide the documents required for this purpose and make the necessary declarations, as well as reimburse all damages incurred by Bitkom Services, as well as reasonable costs and expenses, including legal defense costs.

5. Bitkom Services shall, among other things, make or have made commercial image and video recordings of the Event and, if applicable, of individual exhibition areas and use them for marketing purposes in order to fulfill its performance obligations under the Event Contract. If this affects the Bitkom Live Partner's property rights, the latter agrees to the aforementioned production of the recordings and their use.

## **§ 7 Co-sponsoring**

Bitkom Services is entitled to conclude contracts with additional sponsors for the Event. The Bitkom Live Partner has no right to industry exclusivity.

## **§ 8 Confidentiality**

The Parties are obliged to maintain secrecy about all confidential information for a period of five years after conclusion of the Event Contract. The contents of the Event Contract as well as all information that is marked as confidential, that contains trade and business secrets or that is of a confidential nature from the point of view of a reasonable third party shall be deemed confidential. Information is not confidential if it is already generally accessible or if it has been expressly exempted from confidentiality in writing by the party from whose area it originates. Information that the receiving party must disclose due to legal, judicial or official order is also excluded from confidentiality.

## **§ 9 Term and termination**

1. The Event Contract ends after the conclusion of the Event. The provisions of the Event Contract that expressly or tacitly apply beyond the termination (e.g. on the duration of logo use, on confidentiality) shall remain unaffected.
2. Ordinary termination is excluded. The right to extraordinary termination for good cause shall remain unaffected. Good cause shall be deemed to exist in particular
  - a) if a Party has culpably violated the essential obligations incumbent upon it under the Event Contract or legal provisions that are directly or indirectly relevant to the performance of the Event Contract and does not remedy the violation within the set period despite a warning with a reasonable deadline. A prior warning is not required if it is futile and unreasonable for the Party entitled to termination,
  - b) if insolvency proceedings are opened against the assets of a Party or the application for the opening of insolvency proceedings is rejected for lack of assets,
  - c) if Bitkom Services does not consider the economic viability of the Event to be assured, in particular if not enough sponsors have booked a partner package and Bitkom Services, at its reasonable discretion and

taking into account the legitimate interests of the Bitkom Live Partner, refrains from holding the Event up to four weeks before the start of the Event,

d) if a case of force majeure exists. Force majeure shall be deemed to exist, among other things, if, notwithstanding official prohibitions or instructions, the hazard-free execution of the Event can no longer be guaranteed or the purpose of the Event can no longer be achieved (e.g. floods, storms, political unrest, riots, danger of the spread of communicable diseases, occurrence of a political crisis situation, cancellation of important speakers, nationwide strikes).

3. Bitkom Services is entitled to postpone, shorten and temporarily close or cancel the Event in whole or in part for good cause. In the event of a postponement, significant curtailment, closure or cancellation of the Event, the Bitkom Live Partner has the right to terminate the Event Contract extraordinarily within two weeks of notification of the change. Termination shall be excluded if the postponement, curtailment, closure or cancellation of the Event occurs after the start of the Event or if Bitkom Services is not responsible for it. If the Bitkom Live Partner does not exercise its right to extraordinary termination, the Event Contract shall be deemed concluded for the modified duration.

4. Notice of termination must be given in text form (e.g. e-mail).

5. In the event of termination for good cause for which the Bitkom Live Partner is not responsible, Bitkom Services shall repay the Event Amount to the Bitkom Live Partner. Any monetary benefits from services already provided by Bitkom Services shall be deducted in this context. Furthermore, Bitkom Services shall not be obliged to refund the Event Amount of the Bitkom Live Partner in whole or in part if Bitkom Services has already expended this amount in whole or in part in reliance on the actual performance of the Event or is legally bound to make payments. If the extraordinary termination is due to reasons for which the Bitkom Live Partner is responsible, the Event Amount shall not be refunded. Any further claims for damages by Bitkom Services shall remain unaffected.

6. Instead of closing / canceling the Event, Bitkom Services is entitled to hold the Event in a different manner than planned before (for example, as an online format). In this case, the Event Amount shall only be refunded to the extent that agreed services cannot be provided by Bitkom Services due to the changes.

## **§ 10 Liability**

1. Bitkom Services shall be liable without limitation in accordance with the statutory provisions

a) for injuries to life, body and health that are based on a negligent or intentional breach of duty by Bitkom Services, its legal representatives or vicarious agents,

b) for damages arising from the Product Liability Act as well as

- c) for damages caused by intent or gross negligence or in the case of a guarantee.
2. Bitkom Services shall only be liable for damages arising from a negligent of fundamental contractual obligations ("Cardinal Obligation"). A cardinal obligation under these GTC is essential for the proper execution of the Event Contract and the Bitkom Live Partner regularly relies and may rely on the fulfillment. Damage claims for the breach of Cardinal Obligations are limited to typical foreseeable damages.
  3. Any further liability of Bitkom Services shall be excluded; this shall also apply to tort claims or claims for reimbursement of futile expenses instead of performance. Insofar as the liability of Bitkom Services is excluded or limited, this shall also apply to the personal liability of its legal representatives, employees or vicarious agents.
  4. The Bitkom Live Partner shall hold Bitkom Services harmless from any claims by third parties in connection with the Event Contract, including all related costs, unless these claims are based on gross negligence or intentional actions by Bitkom Services. The Bitkom Live Partner shall support Bitkom Services in defending the asserted claims in and out of court and shall reimburse all damages incurred by Bitkom Services as well as reasonable costs and expenses, including legal defense costs.
  5. All contractual and legal claims of the Bitkom Live Partner against Bitkom Services shall become time-barred after a period of 12 months, unless they are based on an intentional act of the legal representatives of Bitkom Services, their vicarious agents or their employees. The same shall apply to direct claims against the aforementioned persons.
  6. The Bitkom Live Partner is obligated to take out liability insurance for personal injury and property damage during the Event and to provide proof of this insurance to Bitkom Services upon request. If damage occurs to the items provided by Bitkom Services during the term of the Event Contract, the Bitkom Live Partner shall be liable for the costs of restoring the situation that existed at the start of the contractual relationship.

## **§ 11 Final provisions**

1. Changes and additions to the Event Contract must be made in text form to be effective.
2. Bitkom Services may amend these GTC in the future. In the event of a material change to the GTC, Bitkom Services shall notify the Bitkom Live Partner of the changes to the GTC in text form (e.g. by e-mail) ("Change Notice"). The amendments shall become effective vis-à-vis the Bitkom Live Partner and the Event Contract shall be continued under the amended terms and conditions if the Bitkom Live Partner does not object to these amendments by notifying Bitkom Services in text form within two (2) weeks after receipt of the amendment notification. In the event of an objection, the Parties shall be entitled to extraordinary termination. The provisions of the consequences of termination pursuant to § 9 shall apply accordingly. Bitkom Services shall inform the Bitkom Live Partner of the aforementioned consequences of failure to object in the notification of change.

3. The legal relations of the Parties arising from or in connection with the Event Contract shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980 (UN Sales Convention). The place of jurisdiction for any disputes is Berlin.
4. In the event that any of the provisions of the Event Contract should be or become void, invalid or unenforceable, the remaining provisions of the Event Contract shall not be affected thereby.
5. Notwithstanding the intention of the Parties to leave the validity of the Event Contract as a whole as well as the remaining provisions unaffected, the Parties undertake to replace void, invalid or unenforceable provisions with such provisions that come as close as possible to the meaning and purpose of the void, invalid or unenforceable provision, taking into account the statutory provisions. The same applies if the Event Contract has any gaps, including its components and bases. In this case, the provision shall apply that would have been agreed by the Parties if they had taken the missing provision into account when concluding the Event Contract.