

## **General Terms and Conditions of M Events Cross Media GmbH**

### **1. Scope**

- 1.1. These General Terms and Conditions shall apply to the services offered by M Events Cross Media GmbH (hereinafter referred to as "M Events") in relation to business customers within the meaning of article 14 BGB (German Civil Code) (hereinafter referred to as "Customer"). Additional terms and conditions which outline special requirements regarding any specific contractual event are detailed in the "Special Terms and Conditions for events" which are an integral part of the agreement with the Customer. Any specifications in the M Events offer or order confirmation or in the "Special Terms and Conditions for events" proceed these General Terms and Conditions unless the Parties have agreed otherwise in writing.
- 1.2. The Customer agrees to these terms being exclusively effective for all present and future agreements entered into with M Events even if these terms are not again expressly agreed. Unless otherwise agreed in writing, any terms and conditions by the customer that deviate from, conflict with or supplement these terms will not become part of the agreement. This also applies if the Customer refers to his own general terms and conditions in standardized forms or in the framework of confirmation letters and wishes to include them by doing so. Such general terms and conditions shall not become part of the agreement even if M Events does not explicitly object to them. M Events' general terms and conditions also apply exclusively if M Events carries out the performance despite being aware of the Customer's divergent terms and conditions.

### **2. Conclusion of Agreement**

- 2.1. Unless expressly marked as binding, offers made by M Events are subject to change without notice. The agreement between M Events and the Customer comes into effect if the Customer places an order (order placement) with M Events that corresponds to the M Events offer and when M Events accepts this order (order confirmation).
- 2.2. The transmission of information and documents, as well as the associated co-ordination and correspondence between the Parties to the agreement, serves solely to clarify preliminary queries (contract development) and is therefore not legally binding.

### **3. Services Provided by M Events**

- 3.1. The services of M Events are described in the offer or order confirmation, listing material and services in detail.
- 3.2. The offered scope of services and the amount of material and number of personnel is based on the details provided by the Customer regarding the event size (especially the number of speakers and presentations, number and size of lecture halls and number of expected participants as well as other special circumstances the Customer informs about). M Events calculates the required material and personnel on the basis of these details and former experiences.
- 3.3. Changes to the scope of services can be made, as long as the Customer requests such changes in time and M Events approves them in writing. If not agreed otherwise in writing, the deadlines and notice periods of the "Special Terms and Conditions for events" apply to such change requests. Any changes in the scope of services are subject to price adjustments by M Events.
- 3.4. Unless agreed otherwise in writing, the technical support of any congress or similar events always comprises the use of the presentation-management-system m-talk including the required hard- and software. The operation of the equipment must be handled by trained M Events personnel. Any handling of M Events equipment by the Customer, its employees or agents is excluded unless approved by M Events in writing prior to such handling.
- 3.5. M Events may –in its sole discretion- appoint third parties in order to fulfil its scope of services. In case the nature of such services is not specific to M Events services (Kerngeschäft), but rather an additional service M Events agreed to supply, such

appointment will be in the name and for account of the Customer. Prior to such appointment, M Events will inform the Customer of the nature and price of the services to be performed by the third party. Should the Customer decide to appoint another third party, M Events will be reimbursed for its effort to obtain the third party offers.

#### **4. Customer's Obligations to cooperate, Ancillary Obligations**

- 4.1. The Customer must provide M Events with the required information, data and material detailed in the offer latest by the individually agreed date. M events consults and assists if necessary. Required information especially includes information about the size of the event according to Clause 3.2. as well as customs and import laws and regulations according to Clause 6.8. Furthermore, the Customer is obliged to advise M Events without request on any circumstances that might be relevant for M Events' performance of services and are likely to influence such performance.
- 4.2. Should the presentation management system m | talk be subject of the services, the Customer will receive a digital template with questions regarding the event. The Customer is required to complete this template with details about the event and send it back to M Events via e-mail by the due date indicated by M Events and to update it regularly according to the due dates defined by M Events.
- 4.3. If the Customer becomes aware that there will be delays in submitting the required information, data or materials, he is required to notify M Events of this without delay in writing (letter, fax, e-mail) and to come to an arrangement with M Events about whether the required information, data or materials can be delivered later, making it still possible for M Events to comply with the agreed delivery dates. The final decision in this regard rests with M Events. Any additional costs that arise due to the delay must be compensated by the Customer.

#### **5. Project Manager / Contact**

The Customer and M Events each appoint a Project Manager for the organization of the event who has the authority to receive and to make binding statements. If agreed in writing the Project Manager may be reachable throughout the on-site event.

#### **6. Payment and Payment Conditions**

- 6.1. The prices listed in the offer / order confirmation apply to the services provided by M Events.
- 6.2. The Parties agree that, after conclusion of the Agreement, circumstances may arise that make a price adjustment necessary. In this case, M Events must inform the Customer immediately and ask for approval. If the price adjustment is within reason, and M Events provides a plausible explanation for the adjustment, the Customer is obliged to agree. This is particularly the case when increases in statutory taxes, duties or general salary and costs occur. The consent shall be deemed granted if the reason for the change is due to the conduct of the Customer. If prices were agreed upon over several years, M Events was under the assumption that the annual inflation rate set by destatis.de stays below 3%. Therefore, any increase in excess of 3% will be charged by M Events.
- 6.3. The Customer will reimburse M Events for all necessary expenses incurred during the contracted event, including travel and accommodation costs. The following rules apply for accommodation and meals:
  - 6.3.1. The Customer covers the costs for a hotel (single room, minimum 4 –star hotel). The hotel may not be located further than 15 minutes away from the event location (also during rush-hour traffic).
  - 6.3.2. The Customer provides meals for the employees of M Events on-site for the entire duration of the event, including the set-up and de-installation / dismantling periods. Should there be no catering on-site, the Customer will cover the costs for meals in the amount of 30,00 Euros per employee and day (price is valid for events within Germany; prices outside of Germany may vary).

- 6.4. Prices listed are net, VAT will be added according to the appropriate tax laws. For companies outside of Germany the invoices will not include VAT, as long as the Customer is exempt and provides M Events with the required information (e.g. USt-ID for trade within Europe).
- 6.5. Unless the offer, order confirmation or the "Special Terms and Conditions for events" have special payment policies, all charges listed in the invoice are due as follows:
  - 6.5.1. 75 % of the total amount is due latest seven weeks before the event begins or with the signature of the Agreement, depending which is later;
  - 6.5.2. 25 % is due on the defined opening of the event.
  - 6.5.3. Payments are to be made in Euros without deductions to the account of M Events. Payment deadlines are met when M Events has access to the money on the due date.
- 6.6. If the Customer does not meet the due dates for payment, a penalty of 0,2% of the total volume of the Agreement will be charged per day, however not more than 5% of the total net volume of the Agreement. The penalty can be asserted until the entire sum is paid. M Events reserve the right to claim further damages, in which case the penalty amount will be deducted accordingly.
- 6.7. In any event of default, the Customer owes interest at the rate of 10 percentage points above the base lending rate of the European Central Bank, unless M Events proves they have incurred a higher damage.
- 6.8. Duties, consular fees and other fees such as taxes and levies imposed by legislation outside the Federal Republic of Germany must be paid by the Customer.

## **7. Right of retention and Off-set**

- 7.1. The Customer may only exercise rights of retention with regard to claims arising out of the same Agreement. Otherwise they are excluded.
- 7.2. The Customer may only off-set against M Events claims with claims established as final and absolute or recognised by M Events in writing.

## **8. Reservation of Proprietary Rights**

- 8.1. M Events reserves the proprietary rights related to all goods delivered to the Customer due to any agreement for the sale of goods until the Customer has settled all current or future claims by M Events arising out of the business relationship between the Customer and M Events, irrespective of the legal grounds of the claim.
- 8.2. In the event of a re-sale and until the Customer has settled all claims by M Events, the customer assigns all claims against his contracting partner arising out of the sales agreement to M Events. The customer is obligated to provide M Events with the name of the contracting partners in debt and the amount that they owe to the Customer.
- 8.3. As long as the Customer has paid in full, and no negative impact of his financial situation takes place, M Events will not collect assigned claims. If the reservation of proprietary rights under the law of the country in question is not valid, the Customer shall assist M Events with the proprietary rights regulations of their country.

## **9. Rights of Use**

- 9.1. All rights regarding the software provided by M Events as well as other design features or required products and tools (especially in connection with the products *m|talk*, *m|look*, *m|walk*, *m|attach*, *m|vote*, *m|contact*, *m|anage* and *m|conference2web*) lie solely with M Events. Any right to use granted to the Customer is limited to the duration of the contracted event and subject to operation by authorized M Events staff only. The Customer acknowledges that all copyrights, performance-, trademark- and other intellectual property rights in regards to the software, functionality and other design features belong to M Events.

- 9.2. Should the Customer wish to have some or all lectures or other data from the event made publicly available on the internet, M Events can provide the servers to do so. In such a case, the Customer guarantees that he has obtained all required licences and rights regarding all information, data, documents and materials at his own expense. The Customer specifically guarantees that (1) he is the owner or holder of copyright uses, ancillary copyrights and image copyrights, that (2) he has obtained all personal-rights consents and has paid all required fees to the holders of the relevant rights and that (3) the data provided to M Events for this purpose are free from third-party rights and do not infringe any third-party rights, especially, but not limited to third-party trademark rights, copyrights, design patents, general personal rights or image copyrights.
- 9.3. The Customer grants M Events all necessary rights to make the information, data, documents and materials publicly available and guarantees to be entitled to do so. The granted rights must be unlimited in time and territory. It must include at least the rights to publish, distribute, give access to the public, storage and archiving, editing and advertising in connection with the particular event. The rights must be granted in favour of M Events and the Customer and include the right to transfer the license to a third party if necessary for the agreed use.
- 9.4. If agreed between the Parties, the lectures or data will be available online for six months starting at the end of the event. After this period they will be deleted without further notice.
- 9.5. Should the Customer wish to have some or all lectures and other data on a data carrier (i.e. USB-Stick, DVD, CD) to be copied and distributed, it must be agreed in writing between the Parties. In this case the Customer is again responsible to have obtained (on its own cost) all the necessary rights for such distribution and publication by the owners of the data, information and other materials provided before the data is distributed. The granted rights must be unlimited in time and territory. It must include at least the rights to publish, distribute, give access to the public, storage and archiving, editing and advertising in connection with the particular event. The rights must be granted in favour of M Events and the Customer and include the right to transfer the license to a third party if necessary for the agreed use.
- 9.6. The Customer warrants that all provided content and materials are free from third party rights as outlined above and where a third-party claim is made against M Events, the Customer shall indemnify and hold M Events harmless from all claims and/or, as may apply, compensate M Events for its damages.

## **10. Data and Privacy Protection**

- 10.1. M Events is obliged to handle all data it receives in connection with the performance of its services according to the provisions of the Data Protection Act. M Events may subcontract its processing operations to JMarquardt Technologies GmbH.
- 10.2. M Events advises the Customer that data protection for data transmission in open networks like the Internet cannot be guaranteed in today's technology. The Customer is informed that M Events or their hired provider where data and information is stored can view the data. From a technical standpoint, unauthorized third parties may intervene in network security and access the data flow. M Events cannot be held liable for the security of the platforms on which data of the Customer flows.
- 10.3. All data storage media used by the Customer shall be tested according to the applicable rules regarding virus attacks in force before it is provided to M Events for use. If M Events becomes aware of a virus attack due to the use of the data storage media provided by the Customer, M Events is entitled to suspend its work entirely for as long as is required to overcome the virus attack.

## **11. Force Majeure**

- 11.1. Any liability on the part of M Events is excluded in the event of force majeure. Events of Force Majeure are for example natural disasters, cancellation of flights, close-down of airports or other means of transportation on account of snow/ice/storms, terrorist attacks, terrorist threats or travel warnings related to the country, city or city area where the event

takes place; strike, lock-outs, government regulations / administrative orders, electrical or other power cuts and/or more than trivial technical faults. In such a case M Events is entitled, at its own discretion, to suspend, postpone and make up for the performance affected by such circumstances, in whole or in part -and if possible, on a substitute date. M Events will inform the Customer of the relevant event and of the suspension or postponement of performance as well as its recommencement or subsequent performance in writing (letter, fax, e-mail). In the event of partial performance, M Events is entitled to bill this by issuing a part or interim invoice.

- 11.2. If the impediment renders the performance impossible, either Party shall be entitled to withdraw from the section of the agreement concerned or to terminate the section of the agreement concerned without notice and for cause. The Customer is required to remunerate M Events for the performance provided up to the time of termination.

## **12. Withdrawal and Termination**

- 12.1. M Events is entitled to withdraw from the agreement if the fulfillment of the same becomes impossible due to reasons which lie outside of M Events control.
- 12.2. M Events is entitled to withdraw from the agreement if due to circumstances which were unforeseeable at the time of signature and which lie outside of M Events control, it is unreasonable to adhere to the agreement. This is especially true in cases of Force Majeure. Furthermore, this applies in cases of travel warnings related to the country or city where the event takes place as well as demonstrations with violent excesses near the event location or the hotel where M Events employees or agents are accommodated.
- 12.3. In the aforementioned cases M Events has the right to claim from the Customer reimbursement of the necessary expenses already made, except when these expenses are beneficial in other ways within a reasonable time.
- 12.4. If the Customer falls behind with its payment obligations according to Clause 6.5., M Events may either apply the contractual penalty according to Clause 6.6. as well as the damages due to delay or alternatively M Events can request that the amount owed be paid within one week. If the Customer does not comply with the new deadline, M Events has the right to withdraw from the agreement and demand compensation in the amount of 20% of the total volume of the agreement as damages in lieu of performance for lost profit, and 5% of the total volume of the agreement for services already rendered as well as reimbursement for expenses already made. The enforcement of a higher damage compensation is reserved. If the Customer is in default, M Events is not obliged to render its services. M Events is then entitled to damages in the amount of the total volume of the agreement.
- 12.5. If the Customer terminates the agreement without M Events giving reasonable cause to such termination or if the event is cancelled, the Customer is still obligated to pay M Events the remuneration as agreed between the Parties. Such remuneration will however be reduced by the savings in expenditure made and/or any reimbursement for an alternative assignment of its services for the same time period the event would have taken place or the value of such services if M Events maliciously omits to render such services.

## **13. Liability**

- 13.1. M Events is liable for injury to life, body or health in accordance with the statutory requirements. The same applies to damage caused by criminal intent or gross negligence as well as M Events' liability in accordance with the product liability law.
- 13.2. In the event of ordinary negligence concerning a major contractual obligation (cardinal obligation), M Events liability is limited to compensation for the foreseeable, typical damage incurred.
- 13.3. Any further liability of M Events is excluded regardless of the legal nature of the asserted claim. This particularly applies to tort claims, claims for reimbursement of expenses and liability for any indirect or consequential damages, including lost profits.

- 13.4. M Events is responsible that their equipment is functional (in particular hardware and software). However, M Events advises the Customer, that with the current state-of-the-art technology, it is not possible to guarantee that all applications function error-free, or can be protected against third party manipulation. Especially in this context, M Events is not liable for system failures or crashes, as long as the cause is not intentional or caused by gross negligence on M Events part. In order to reduce risks of system failures, M Events will carry out data back-ups during the course of the event. The Customer is responsible to create security back-ups of all data provided to M Events in the case of a system failure, in order to ensure a rapid and cost-efficient recovery.
- 13.5. M Events reserves the right to exclude websites or data from being saved on their server, should these have questionable content. In this case the Customer will be informed immediately. The same applies if M Events is being asked by a third party to change or delete information / content on their website due to a presumed violation of third party rights. Where a third-party claim is made against M Events as a result of circumstances within the Customer's control, then the Customer shall indemnify and hold M Events harmless from all claims and/or, as may apply, compensate M Events for its damages. This principle applies in particular if the content provided by the Customer breaches third-party intellectual property rights ('*Schutzrechte*') (e.g. lack of licence related to published content, unauthorised use of photographic-, text -or video- material, privacy rights etc.). In the event of breaches of intellectual property rights, M Events is entitled to select the type of remedy and to conduct settlement negotiations unless other agreements in this regard have been made with the Customer.
- 13.6. In addition to the above restrictions, damages caused due to circumstances that lie within the control of M Events' provider are capped by a maximum financial loss as per § 44a TKG (currently Euro 12.500,00). The liability towards all claimants is limited to ten (10) million Euro (€) per incident according to § 44a TKG ("maximum amount"). Should the damage exceed the maximum amount, the liability will be cut in relation to the sum of entitlement to damages towards the provider.
- 13.7. As long as the liability of M Events is excluded or restricted, this also applies for the employees, staff, contracted partners, free-lance workers or agents of M Events as well as the provider.
- 13.8. The Customer's claims expire within one year. The period begins with the incident causing the damage and the respective knowledge or gross negligent lack of knowledge by the Customer regarding the grounds of the claim and the person responsible. Notwithstanding the preceding clause, the enforcement of any claims is limited to three years after the related incident took place.
- 13.9. The Customer warrants that all information and content which the Customer provides to M Events or which M Events creates, compiles or updates on behalf of and on the basis of content provided by the Customer is accurate, complies with all applicable laws and is fit for the purpose of use agreed to in the Agreement. The Customer agrees to indemnify and hold M Events harmless against any and all loss, liability and expense suffered or incurred by reason of any third party claim that the provided content is NOT accurate, comprehensive, up to date, in compliance with the applicable law or that the provided content breaches any person's rights including without limitation intellectual property rights, or otherwise violates other rights of any person.

## 14. Confidentiality

- 14.1. Each Party undertakes to treat all information made available by the other Party before and under the Agreement, as well as knowledge received from such other Party in connection with the business relationship - whether of a technical, commercial or organisational nature - as confidential and not to exploit it or make it accessible to others during the duration of and after the end of the business relationship. Use of any such information is restricted solely to use for purposes of the cooperation contemplated under the Agreement.

- 14.2. Confidential information may only be disclosed to third parties with the written approval of the respective Party concerned. The obligations under this Clause do not extend to information that: (1) at the time of disclosure by the respective other Party was already in the public domain (meaning it is easily accessible to all third parties) or after its disclosure by the respective other Party, through no fault of such Party, was made public, or (2) is already known to one Party at the time of its disclosure by the other Party and originates neither directly or indirectly from the other Party, or (3) after disclosure by one Party ('Disclosing Party'), is lawfully made accessible to the other Party by a third party, that is not subject to a duty of non-disclosure with respect to such information towards the Disclosing Party, or (4) is independently developed by either Party without the assistance of confidential information from the other Party, or (5) must be disclosed by one of the Parties due to a legal obligation. The burden of proof of the requirements set out in this Clause lies with the Party having received the relevant information.
- 14.3. This non-disclosure obligation does not apply to associated companies (Article 15 et seq. German Stock Corporation Act ('Aktengesetz')). The Parties shall ensure that associated companies are bound by non-disclosure obligations to the same extent as required in the relationship between the Parties.
- 14.4. The Customer undertakes to obligate its agents (employees, freelancers, sub-contractors etc.) to comply with the non-disclosure obligations and to also impose on the Customers employees and other staff corresponding non-disclosure obligations, including, to the extent possible under applicable law, for the period after they leave the company.
- 14.5. The obligations set out in this Clause remain in force for both Parties for a further five (5) years after termination or expiration of the business relationship.

## 15. Miscellaneous

- 15.1. Where the Customer is a merchant or a public legal entity, the courts of Berlin shall have sole jurisdiction. The same courts shall have jurisdiction if the Customer has no general place of jurisdiction ('*allgemeinen Gerichtsstand*') in the Federal Republic of Germany at the time when legal proceedings are commenced. However, M Events is entitled to bring a claim before any competent court.
- 15.2. German law applies, excluding the UN Sales Law, even in the case of international deliveries.
- 15.3. Amendments to this Agreement are required to be in writing or confirmed in writing by the respective Parties. This also applies to amendments of this Clause.
- 15.4. Should any of the provisions of these Terms and Conditions become invalid, this will not affect the validity of the other provisions. In its place a new provision will be created to fulfill the economic intent of both Parties as accurately as possible.

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