

## General Terms and Conditions of Business of CONGRESS SUPPORT International GmbH

### I. Business activities; scope of application

These General Terms and Conditions of Business apply to all contracts and agreements, including those entered into in the future, and to all other services in the commercial sector (vis-à-vis business entities, enterprises, legal entities organized and existing under public law, etc.). The application of any General Terms and Conditions of Business of the Customer is expressly rejected insofar as such terms and conditions are not in accordance with these General Terms and Conditions of Business; such terms and conditions of the Customer shall not be binding on CONGRESS SUPPORT International GmbH (hereinafter "CONGRESS SUPPORT") even if CONGRESS SUPPORT does not expressly reject them again after receipt thereof.

### II. Offers; reservations; entry into agreement

1. Offers made by CONGRESS SUPPORT are non-binding and subject to change (*invitatio ad offerendum*). A valid agreement does not come into being until the booking agreement is entered into.

2. Documents provided with the offer, such as descriptions of trade fair and conference centers, hotels and/or rooms, travel dates and prices, catalogs, brochures, photographs, illustrations, presentations, graphics, layouts and technical data, are considered to include only non-binding information and descriptions.

3. Booking inquiries on the part of the Customer may be made either in writing or electronically (e.g., via e-mail). CONGRESS SUPPORT will send a written booking agreement to the Customer without delay; this contract will be binding on both parties as of its signing by both parties.

### III. Prices

1. The prices for the services of CONGRESS SUPPORT are to be understood as plus value-added tax at the then-applicable statutory rate. CONGRESS SUPPORT shall perform services at the then-applicable flat rates for services or at the then-applicable hourly or daily rates of CONGRESS SUPPORT unless otherwise agreed. Travel expenses and costs of overnight accommodations for employees of CONGRESS SUPPORT that arise through the use of separate services of CONGRESS SUPPORT shall be billed according to time spent. This also applies to mileage charges.

2. The service components subject to regular VAT are due irrespective of their actual use and are billed on the basis of the usual rate used by the hotel.

3. In the case of changes of reservations at the Customer's request, CONGRESS SUPPORT reserves the right to charge the Customer for the additional expenses / fees incurred as a result thereof.

### IV. Payments and setoff

1. If CONGRESS SUPPORT acts in its own name and on its own behalf, payment must be rendered within the time limits agreed in the individual contract in each case. Invoices of CONGRESS SUPPORT are due and payable within 14 days after receipt thereof.

2. If, in unusual cases, CONGRESS SUPPORT acts for and on behalf of the providers of accommodations, tour operators, and other service providers as third parties, the payment deadlines and terms of payment shall be in accordance with the General Terms and Conditions of Business of the latter and the terms and conditions agreed in the individual contract. If the Customer remits payments on account of performance to CONGRESS SUPPORT directly, CONGRESS SUPPORT shall accept such payments in trust and pass them along to the pertinent providers of accommodations, tour operators, and other service providers.

3. In the event of delayed payment, the Customer is obligated to pay default interest in the amount of the then-applicable statutory interest rate for default interest (Sec. 288 (1) and (2) of the Bürgerliches Gesetzbuch (German Civil Code, BGB)). Nothing herein shall affect the rights of the Parties to claim damages due to delay or default in a higher amount. The Customer retains the right to prove that the damage or loss actually sustained was lower in amount.

4. If and insofar as payment of deposits has been agreed upon, such deposits must be remitted in advance as of the agreed due date. Fees for cancellations, processing, and changes of reservations are due immediately.

5. The Customer is not entitled to withhold payment or to offset its own claims against claims of CONGRESS SUPPORT if such counterclaims are disputed by CONGRESS SUPPORT or have not been established with final, binding legal force.

6. If and insofar as CONGRESS SUPPORT subsequently becomes aware of any circumstances that indicate that the Customer's asset situation has deteriorated in substantial measure and jeopardize CONGRESS SUPPORT's claim to payment, CONGRESS SUPPORT is entitled to render such payment due and payable immediately and to demand that security be furnished, or payment remitted in advance, for future services, including in the case of existing contracts or orders. The Customer is permitted to avert these legal consequences by remitting payment or by furnishing security in the amount of the claim to payment that has been jeopardized.

### V. Type of service; subcontracting; obligations of cooperation

1. If and insofar as CONGRESS SUPPORT, based on an express written agreement with the Customer, offers travel services, particularly blocks of hotel rooms for meetings and conferences, transportation services (e.g., transfer service), and other travel services in its own name and on its own behalf, the obligations of CONGRESS SUPPORT to provide goods and services are limited to the travel services set forth in the agreements entered into between CONGRESS SUPPORT and providers of accommodations, tour operators, and other service providers.

2. With regard to the specific information stated concerning the hotels, travel, and individual services, CONGRESS SUPPORT must rely on the information that CONGRESS SUPPORT receives from the pertinent providers of accommodations, tour operators, or service providers. The classification of hotels by the number of stars according to a scale customarily used in the country where the hotels are located is meant only as a non-binding indication of the standards applied at these hotels. CONGRESS SUPPORT is unable to review the accuracy of these indications. As a result, CONGRESS

SUPPORT is unable to assume any warranty whatsoever that this information is complete, accurate, and up to date. The same applies to other information transmitted by CONGRESS SUPPORT, but supplied by third parties. These indications made by the respective providers of accommodations, tour operators, or service providers may also include provisions in English that also affect the nature and scope of the services offered. The Customer hereby acknowledges that these indications in English will also apply vis-à-vis the Customer.

3. If documents are sent by CONGRESS SUPPORT to the Customer, the latter shall bear the risk of loss associated therewith as of the time at which such documents are surrendered to the post office/courier service or upon transfer thereof to a courier. If the Customer sends documents to CONGRESS SUPPORT, such transmission also takes place at the Customer's risk.

4. Various types of insurance, such as travel cancellation insurance and/or indemnity insurance, are not included in the prices of CONGRESS SUPPORT unless expressly agreed otherwise in writing between CONGRESS SUPPORT and the Customer.

5. CONGRESS SUPPORT has no obligation to provide information for statutory or otherwise regulated travel conditions with regard to the destination country or other travel circumstances.

6. CONGRESS SUPPORT shall provide its goods and services in cooperation with a network of partner agencies and other service providers.

7. The Customer agrees vis-à-vis CONGRESS SUPPORT to fulfill all necessary obligations of cooperation (such as sending of the guest list) at no charge and to provide any and all support required for the fulfillment of the purpose of the contract with the due care and within the agreed and/or necessary time limits. Delays or omissions, if any, on the part of the Customer cannot be construed as establishing default or breach of contract by CONGRESS SUPPORT.

#### **VI. Reservation and delivery periods; *force majeure***

1. Indications regarding reservation and delivery periods are non-binding and subject to change unless they have been confirmed in writing as binding by CONGRESS SUPPORT.

2. Events of *force majeure* (labor disputes, effects of third-party actions, etc.) that neither of the two parties hereto should have foreseen at the time at which the contract was entered into shall release the affected party for the duration for which they persist; this also applies to all other events for which neither party is responsible. This applies even if these events occur at a time at which the affected party is in default. The Contracting Parties are obligated, within reason, to provide the necessary information without delay and to adjust their obligations to the changed circumstances in good faith. This also applies if the circumstances occur and affect contractual partners of CONGRESS SUPPORT, such as providers of accommodations, tour operators, or other service providers. If the implementation of the contract becomes unreasonable for either party, that party may rescind the contract in that regard. Advances/deposits paid can only be refunded by CONGRESS SUPPORT if a refund is made to CONGRESS SUPPORT by its contracted parties such as accommodation providers, tour operators or other service providers.

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#### **VII. Cancellation; rescission**

1. The Customer is permitted to rescind the agreement at any time up until the beginning of travel. In the event of rescission, CONGRESS SUPPORT may demand compensation in the amount of the price of the overnight accommodations or travel services in question, less the value of the expenditures that CONGRESS SUPPORT saves due to the rescission and the compensation that CONGRESS SUPPORT has been able to earn by reallocating the travel services to another party.

CONGRESS SUPPORT may, instead of compensation in the amount of the full price of overnight accommodations or travel services, also demand a percentage of the price of overnight accommodations or travel services as compensation. The amount of the respective percentage shall be in accordance with the booking agreement entered into with the Customer in each case. The Customer is permitted to prove that no damage or loss has occurred, or that the amount of damage or loss that has occurred is substantially lower than the flat fee charged for damages.

2. If, in order to avoid a possible right of rescission on the part of the provider of accommodations, tour operator, or other service provider, CONGRESS SUPPORT is obligated to waive its right of cost-free rescission vis-à-vis such cooperation partners, CONGRESS SUPPORT is, for its part, likewise entitled to rescind the agreement with the Customer free of charge, in accordance with the contractually agreed scale for cancellation at no charge, if the Customer does not waive its right of rescission in response to an inquiry from CONGRESS SUPPORT.

3. Up until the beginning of travel, the Customer may demand that a third party assume the rights and obligations arising from the contract instead of the Customer in person. CONGRESS SUPPORT is permitted to refuse to permit such a third party to assume the contract if the latter does not meet the specific requirements that apply to the travel in question or if the providers of accommodations, tour operators, or other service providers do not agree to the utilization of the services offered by them by the third party in question. If a third party assumes the contract, such a third party and the Customer are liable toward CONGRESS SUPPORT as joint and several debtors for the price of the travel and any additional expenses arising from the assumption of the contract.

#### **VIII. Reservation of title**

1. All goods and services provided shall remain the property of CONGRESS SUPPORT until such time as all claims of CONGRESS SUPPORT under the business relationship have been satisfied, regardless of the legal basis for such claims and including claims that arise in the future and contingent claims. The Customer must notify CONGRESS SUPPORT without delay in the event of any attachment, distraint, or other adverse effects on such goods and services due to third parties.

2. The Customer is obligated to make all necessary declarations, submit applications, and take other measures that are necessary and expedient to secure the property and claims of CONGRESS SUPPORT. In the case of foreign orders or contracts in particular, the foreign Customer is obligated to cooperate in every regard and comply with the pertinent formal requirements in realizing the

reservation of title or a corresponding securing of claims (e.g. establishment of a lien).

#### **IX. Liability**

1. Claims for damages on the part of the Customer, irrespective of the legal basis therefor, particularly with regard to the violation of obligations under the relationship of obligation and for tortious acts, are ruled out. This does not apply in cases of wrongful intent or gross negligence or in the event of loss of life, bodily injury, or impairment of health, to liability mandated pursuant to the Produkthaftungsgesetz (Product Liability Act), to any warranties assumed by CONGRESS SUPPORT, to damage or losses due to culpable breach of essential contractual obligations, or in other cases in which liability is mandated by law. "Essential contractual obligations" are those primary contractual performance obligations and other ancillary contractual obligations in whose case a culpable violation could jeopardize the fulfillment of the purpose of the contract. The liability of CONGRESS SUPPORT for the violation of essential contractual obligations is, however, limited to compensation for the foreseeable amount of damage or loss typical of the particular type of contract entered into, except in cases of wrongful intent or gross negligence or in cases of liability for loss of life, bodily injury, or impairment of health.

2. Any and all liability on the part of CONGRESS SUPPORT arising out of and in connection with the contractual relationships in which CONGRESS SUPPORT has functioned as an intermediary and that have been entered into directly between the Customer and the respective providers of accommodations, organizers or operators, or service providers, particularly liability for faulty or improper performance of services or for non-performance thereof, is ruled out. In particular, CONGRESS SUPPORT assumes no liability or warranty for the success of the travel.

3. The Contracting Parties agree that in the cases in which CONGRESS SUPPORT has booked blocks of rooms and other travel services in its own name and on its own behalf and these are in turn the subject of the contract entered into between CONGRESS SUPPORT and the Customer, the Customer shall assert any claims regarding faulty or improper performance of services or for non-performance thereof as well as claims for damages directly vis-à-vis the respective contractual partner (e.g. provider of accommodations) of CONGRESS SUPPORT. To this end, CONGRESS SUPPORT assigns any and all warranty claims to which it is entitled vis-à-vis its respective contractual partner to the Customer, which accepts this assignment.

4. The Customer is responsible for ensuring that the documents and other information or specifications provided to CONGRESS SUPPORT for the implementation of the order or contract in order for CONGRESS SUPPORT to carry out its services are accurate and complete. Errors in this regard on the Customer's part cannot be taken as the basis for claims that the services provided by CONGRESS SUPPORT are defective or improper, or for claims of liability on the part of CONGRESS SUPPORT.

#### **X. Reference, links, and liability for third-party websites**

The offer documents and contractual documents provided by CONGRESS SUPPORT may contain references or links to third-party websites that are operated by other third parties, particularly insofar as such documents contain documents from providers of accommodations, organizers or operators, and other service providers. CONGRESS SUPPORT has no control over such third-party websites and is not responsible for the content thereof. Any reference or link to such websites implies neither any approval of the material on such websites, nor a connection with the operators thereof. CONGRESS SUPPORT therefore assumes no liability with regard to these third-party websites and damage or losses that may arise in connection with the use thereof.

#### **XI. Ownership rights, copyright, licenses**

The offer, the contractual documents, the products, and the information are based either on research performed by CONGRESS SUPPORT itself or on information supplied by third parties, i.e., the pertinent providers of accommodations, organizers or operators, or service providers and suppliers of data. All data, products, software, images, illustrations, and information that the Customer receives regarding the offer documents and contractual documents are protected under copyrights and other rights as intellectual property. The Customer is therefore not permitted to modify, copy, sell, distribute, transfer, exhibit, present, reproduce, re-publish, or license such materials, nor to create any works derived therefrom or to assign or sell such works. Except with the prior written consent of CONGRESS SUPPORT or the pertinent holder of the rights, any modification of the data and information as well as the commercial use thereof, regardless of the nature of such use, and the use thereof for any purpose other than personal and non-commercial purposes represents a violation of copyright and other property rights and is thus prohibited. In the case of copyright violations, CONGRESS SUPPORT reserves the right to seek legal redress in the form of criminal charges as well as assertion of claims to damages.

#### **XII. Advertisements; references**

CONGRESS SUPPORT is entitled to make reference to its business relationship with the Customer in reference documents of CONGRESS SUPPORT unless the Customer expressly prohibits CONGRESS SUPPORT in writing from so doing at the time at which the contract is entered into.

#### **XIII. Data protection and privacy; confidentiality**

1. CONGRESS SUPPORT agrees to use the data of the Customer that is obtained during the handling of the contract solely for the purpose of handling the reservations made by CONGRESS SUPPORT, and not to divulge such data to uninterested parties except where there is a legal obligation, or an obligation ordered by a government agency, to do so. If and insofar as necessary for the handling of the reservations made by CONGRESS SUPPORT, CONGRESS SUPPORT is permitted to divulge the reservation data obtained to the respective contractual partners and service providers.

2. CONGRESS SUPPORT agrees to maintain confidentiality regarding all information and documents to which CONGRESS SUPPORT has access in connection with the finalization of the contract and that are designated as confidential or are otherwise clearly recognizable and business or trade secrets of the Customer during the term of the cooperation between the parties and for a period of five years thereafter, and neither to make copies or records thereof, nor to divulge or make use of such information and/or documents except as necessary to fulfill the purpose of the contract.

#### **XIV. Assignment of claims; termination**

1. Assignment of claims vis-à-vis CONGRESS SUPPORT requires the prior written consent of CONGRESS SUPPORT in all cases.

2. CONGRESS SUPPORT is entitled to rescind ongoing contracts and agreements if the Customer liquidates its business or transfers its business to third parties in whole or in part or if a petition for institution of insolvency proceedings is filed with regard to the Customer's assets, such proceedings are instituted, or the petition for institution thereof is denied for lack of sufficient assets.

#### **XV. Place of performance, place of jurisdiction, applicable law, and written form**

1. The place of performance for the goods and services provided by CONGRESS SUPPORT is the business headquarters of CONGRESS SUPPORT in Kassel. The place of jurisdiction is Kassel, insofar as the Customer is a business entity (*Kaufmann*), legal entity organized and existing under public law (*juristische Person des öffentlichen Rechts*) or public-law special fund (*öffentlich-rechtliches Sondervermögen*) as defined under German law. CONGRESS SUPPORT may also file an action against the Customer at the court of jurisdiction over the location in which the latter has its registered office.

2. The law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG), applies to all legal relationships between CONGRESS SUPPORT and the Customer, particularly under the individual orders or contracts.

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CONGRESS SUPPORT International GmbH