

General Terms and Conditions of Heise Medien GmbH & Co KG for all events of Heise Medien and its partner events

§ Scope of application

The following General Terms and Conditions apply to all contracts concluded between the organizer and sponsors/partners/or exhibitors (hereinafter referred to as "customer") for the implementation of events by Heise Medien GmbH & Co KG ("organiser"). The inclusion of deviating general terms and conditions of the customer is hereby expressly objected to. In case of questions of interpretation, the German language version shall prevail.

§ 2 Organiser

The organiser is Heise Medien GmbH & Co KG.

§3 Formation of the contract

The customer can select various packages from a sales document provided by the organizer and informs the organizer of his selection. The contract comes into effect with a confirmation by the organizer.

§ 4 Services/ Costs

The services of the organiser and the associated costs are determined by the selection of the respective package. The individual components of the contract concluded between the parties can be found in the sales documents.

§ 5 Terms of payment

The invoice will be issued by the organizer after the conclusion of the contract. Payment is due no later than 4 weeks before the start of the event. If the customer is in default of payment, the organizer reserves the right to cancel the contract and to dispose of the stand space elsewhere. With regard to the costs to be reimbursed, § 7 of these General Terms and Conditions shall apply. If the customer does not pay, he will be excluded from participation in the event.

§ 6 Allocation of stands/advertising

The allocation of stands is carried out by the organizer. The set-up and dismantling times announced before the event are binding. Costs incurred due to non-compliance with

these times shall be borne by the party responsible. Customers may only use exhibits and advertising materials on their stands or in advertising spaces allocated by the organizer.

§ 7 Cancellation

The following cancellation conditions apply:

- Cancellation after registration / admission: 50 % cancellation fee on the rate to be paid according to the contract
- Up to six weeks before the start of the event: 75 % cancellation fee on the rate to be paid according to the contract
- From six weeks before the start of the event: 100 % cancellation fee on the rate to be paid according to the contract

§ 8 Warranty/ Liability

The organizer assumes neither a duty of care nor liability for loss or damage to the customer's exhibition goods and stand equipment.

The organizer shall be liable without limitation in the event of intent or gross negligence, for injury to life, body and health, in accordance with the provisions of the Product Liability Act and to the extent of a guarantee or warranty.

In other respects, the organiser shall only be liable in the case of slight negligence if an obligation is breached, the fulfilment of which is a prerequisite for the proper execution of the contract, the breach of which jeopardises the achievement of the purpose of the contract and the observance of which the customer can rely on (cardinal obligation). In the event of a breach of a cardinal obligation, liability shall be limited to the foreseeable damage typical for the contract. This also applies to lost profits and savings. Liability for other remote consequential harm caused by a defect is excluded.

If the organizer is liable for the breach of an essential contractual obligation, the amount of liability for all damages occurring under this contract and its associated individual contracts in total per calendar year is limited to the total remuneration payable under

these contracts per calendar year. The unlimited liability for intent or gross negligence remains unaffected. Claims for damages against the organizer become time-barred within one year. This does not apply to damages caused intentionally by the organizer, his legal representatives, executives or vicarious agents, nor to claims based on tort. Likewise, this does not apply to claims under the Product Liability Act.

The above provisions shall also apply in favour of the legal representatives, executives, employees and vicarious agents of the organiser.

§ 9 Reservations, force majeure and other compelling reasons

§ 9.1 The organiser reserves the right to make minor changes to the content of the event, to appoint substitute speakers, to postpone the date and venue and to shorten, extend or temporarily close or cancel the event in whole or in part.

§ 9.2 If there are compelling reasons for which the organiser is not responsible, in particular a case of force majeure, which result in the cancellation of the originally planned event, the following regulation shall apply:

a) Force majeure shall be deemed to exist in particular if it is an event that is beyond the organiser's sphere of influence. Examples of such events are industrial disputes, war or war-like events, political unrest, danger from dangerous substances (e.g. biological, biochemical, nuclear), dangers of disease (e.g. pandemics, epidemics, plagues), natural disasters (e.g. storms, earthquakes, floods) or the consequences thereof. Other compelling reasons include, in particular, official interventions and measures for which the organiser is not responsible (e.g. in the case of orders or general decrees), which prevent the event from being held in the originally planned manner.

b) If the event is cancelled without replacement for the reasons stated in § 9.2 a), the customer will receive a refund from the organizer amounting to 80 percent of the package price booked in each case. The retained costs amounting to the remaining 20 percent shall be used to partially finance costs already incurred, such as location

rent, catering, stand construction and marketing. The organizer offers free marketing compensation in its media in the amount of the aforementioned share (20 percent of the originally booked package price), which the customer can claim within a period of twelve months after cancellation of the event without replacement.

c) As an alternative to cancellation for the reasons stated in § 9.2 a), the organiser reserves the right to hold the event online. In this case, the organiser will refund 50 percent of the originally paid package price to the customer. The decision to hold an online event is at the sole discretion of the organiser.

d) Further claims of the customer, such as compensation for damages, are excluded in the cases mentioned in § 9.

§ 9.3 If the organiser is responsible for the cancellation of the event, the customer is entitled to a full refund of the fee paid. There shall be no further claims, such as compensation for damages.

§ 10 Miscellaneous

Place of performance and jurisdiction is Hanover.

Verbal collateral agreements do not exist. Amendments to the General Terms and Conditions (GTC) must be made in writing in order to be effective. This also applies to the agreement of the written form itself.

Should any provision of the GTC be or become invalid, this shall not affect the validity of the remaining provisions of the GTC. The invalid provision shall be replaced, if necessary, by a clause that comes as close as possible to what was intended.

Hanover, July 2022