

## General terms and conditions (GTC) for events/sponsorship

### 1. Scope of validity

1.1 The following General terms and conditions regulate the contractual relations between presenters and exhibitors (hereinafter referred to as 'contractual partners') and True Sale International GmbH, Mainzer Landstrasse 61, 60329 Frankfurt am Main (hereinafter referred to as 'TSI') regarding training sessions, workshops, conferences and congresses offered by TSI (hereinafter referred to as 'events').

1.2 Any deviating, additional or conflicting terms and conditions of the contractual partner will not apply unless TSI has expressly agreed to their validity in writing. This will be the case even if the contractual partner refers to the applicability of its terms and conditions in its order or request, or if TSI unreservedly provides services in full knowledge of any deviating, additional or conflicting terms and conditions of the contractual partner.

1.3 The services offered by TSI are exclusively directed at companies in the meaning of Section 14 of the German Civil Code. Enterprises in the meaning of Section 14 of the German Civil Code are natural or legal persons or civil-law partnerships that exercise their commercial or professional activity when entering into a legal transaction.

### 2. Conclusion of the agreement

2.1 The contractual partner will present to TSI a legally binding, written and signed order form (hereinafter referred to as 'sponsorship booking'). The sponsorship booking of the contractual partner is a binding offer by the contractual partner to enter into an agreement to participate in the event. The agreement is finalised when TSI accepts the contractual partner's offer by sending the written confirmation of the agreement to the contractual partner.

2.2 TSI is entitled to reject the contractual partner's offer without stating reasons. TSI will inform the contractual partner of the rejection of its offer without delay.

### 3. Services, prices, terms and conditions of payment

3.1 TSI undertakes to provide the services ordered by the contractual partner and confirmed by TSI. The contractual partner undertakes to pay the participation fee (hereinafter referred to as 'participation (sponsorship) fee' agreed with and charged by TSI for these services pursuant to the agreed terms of payment.

3.2 TSI will issue an invoice to the contractual partner for the sponsorship. Unless the parties have agreed otherwise and unless stated otherwise on the invoice, the participation (sponsorship) fee must be paid by the contractual partner to TSI not later than eight weeks before the start of the event.

3.3 All prices agreed between the parties are net prices and are payable plus statutory VAT.

### 4. Default and prohibition of set-off

4.1 If the contractual partner is in arrears with a payment, TSI has the right to charge interest on arrears at the statutory rate. TSI has the right to claim higher damages.

4.2 If the contractual partner is in arrears and TSI requests payment, TSI has the right to demand a lump sum reimbursement of the costs thus incurred for comparable cases. The lump sum calculation must be easily comprehensible. The lump sum must not exceed the costs to be expected in the ordinary course of events. The contractual partner may request TSI to demonstrate the basis for calculation. In addition, the contractual partner has the right to demonstrate that no damage has actually occurred or that it is lower than the lump sum. TSI reserves the right to claim higher damages.

4.3 The contractual partner may declare offsetting against claims of TSI or exercise its right of retention only if the claim of the contractual partner on which the offsetting or retention is based is uncontested, established as legally valid or recognised by TSI. This prohibition does not apply to counterclaims of the contractual partner originating from the same contractual relationship.

### 5. Cancellation of the agreement by the contractual partner

5.1 If the contractual partner cancels its participation in the event between 12 and six weeks before the start of the event, it must pay 50 per cent of the participation (sponsorship) fee to TSI. If the cancellation is notified between six and two weeks before the start of the event, the contractual partner must pay 75 per cent of the participation (sponsorship) fee to TSI. After that time, 100 per cent of the participation (sponsorship) fee must be paid to TSI.

5.2 The contractual partner must notify TSI of the cancellation in writing. Verbal cancellations are ineffective with the consequence that the contractual partner remains under the obligation to pay the participation (sponsorship) fee in full and TSI is under no obligation to re-let the stand.

### 6. Withdrawal by TSI

6.1 TSI has the right to withdraw from the agreement without giving notice if the contractual partner is in arrears with its financial obligations.

6.2 TSI also has the right to exclude the contractual partner from an event if the contractual partner has violated TSI's domiciliary right or for other reasons that justify immediate termination of the agreement. TSI is under no obligation to repay any portion of the participation (sponsorship) fee.

6.3 TSI also has the right to withdraw from the agreement if the contractual partner violates any of the obligations assumed under this agreement to respect the rights, legal assets and interests of TSI and if TSI can no longer be reasonably expected to remain bound to the agreement. In these cases TSI is entitled to withdraw from the agreement and demand from the contractual partner an amount equal to the participation (sponsorship) fee as lump sum compensation. The contractual partner will retain the right to provide evidence that TSI has incurred less or no damage at all. TSI's right to claim higher damages will remain unaffected by this.

6.4 The statutory regulations apply in all other respects.

## **7. Cancellation, interruption, relocation and closure of event, force majeure, legal consequences**

7.1 In the event of force majeure (e.g. natural disasters, acts of war, official directives and prohibitions, strike, terror attacks), TSI has the right to move events to a different time or location, shorten, discontinue, temporarily interrupt and partly close or cancel events. Force majeure also includes, in particular, official directives and prohibitions as a result of epidemics, pandemics and endemics, including but not limited to the coronavirus (COVID-19).

7.2 TSI also has the right to adopt the measures specified under item 7.1 in justified exceptional situations. A justified exceptional situation exists when there are specific and important indications that conducting or continuing the event may create an acute threat of loss of life or personal injury or lead to significant property damage. This also includes official advice not to carry out the event. TSI decides on a measure after careful consideration and after weighing the interests of all affected participants of an event (in particular, presenters, exhibitors, participants and sponsors), with regard to both the purpose of the event and the safety of the affected or endangered legal assets.

7.3 TSI will inform the contractual partner of a measure without delay unless TSI is also prevented from this by a case of force majeure or for other reasons that are beyond TSI's control.

7.4 If an event is cancelled completely for the reasons mentioned under 7.1 or 7.2 above, the contractual partner will still be required to pay a reasonable contribution to the cost of the relevant event which will be determined by TSI at its reasonable discretion. The contribution to the cost is limited to 50% of the participation (sponsorship) fee agreed for the contractual partner. In determining the cost contribution, TSI will take into account the costs of planning and carrying out the event and the measure adopted (in particular, costs of sales and marketing, rental, personnel and third-party costs relating to the event) on a prorated basis. TSI will be released from its contractual obligation to render services from the time of the cancellation.

7.5 If an event is moved for the reasons mentioned under 7.1 and 7.2 above, the agreement is deemed to have been entered into for the new time period and/or venue location. However, the contractual partner may object to the change within two weeks after notification. In case of objection, however, the contractual partner is required to pay a contribution to the cost. Item 7.4 above applies accordingly to the determination and amount of the cost contribution.

7.6 If an event is shortened, prematurely discontinued, temporarily interrupted or partly closed or begins with a delay for the reasons mentioned under 7.1 and 7.2 above, the contractual party remains under the obligation to participate in the portion that has not been cancelled and to pay the full participation (sponsorship) fee. TSI will refund to the contractual party on a prorated basis the costs that it does not incur as a result of the discontinuation or partial closure.

7.7 TSI is entitled to cancel the event at its reasonable discretion and in consideration of the justified interests of the event participants (in particular presenters, exhibitors, participants and sponsors) if the event is not economically viable due to an insufficient number of participants (cancellation for economic reasons) or the event cannot be conducted because of illness of one or more presenters (cancellation due to illness). If an event is cancelled for economic reasons or due to illness, TSI will refund payments already made by the contractual partner. However, this applies only to the extent that the service for which the participation (sponsorship) fee was due has not yet been rendered at the time of cancellation.

7.8 The contractual partner does not have a right to claim damages owing to a measure adopted by TSI pursuant to item 7 above.

## **8. Allocation and change of stand position by TSI**

8.1 Unless a particular position has been expressly agreed between the parties, the contractual partner has no entitlement to the allocation of a particular position. In this case TSI will allocate a position to the contractual partner at its own discretion. Position requests of the contractual partner will be taken into consideration as far as possible.

8.2 TSI reserves the right to move entrances, exits and passageways in the event area at any time.

8.3 TSI has the right to change a previously allocated position if circumstances beyond TSI's control so require. In this case TSI will allocate to the contractual partner a position of equal quality in a different spot.

8.4 In the cases of items 8.2 and 8.3 above, the contractual partner has no right to withdraw, reduce the participation (sponsorship) fee or claim damages.

## **9. Stand assembly and disassembly**

9.1 Assembly and disassembly of the stand must take place within the times specified by TSI and at the spot allocated by TSI. Assembly and disassembly must be conducted in a manner that causes as little disruption to the interests of TSI and other event participants.

9.2 Stand conversion measures during the course of the event are permitted only with the prior express consent of TSI.

9.3 The contractual partner must ensure that assembly and disassembly of the stand as well as the stand itself are in conformity with the relevant legal and official provisions and regulations. Where permits need to be obtained, the contractual partner is responsible for obtaining such permits.

9.4 The contractual partner undertakes to employ only suitably qualified personnel to assemble and disassemble the stand.

9.5 After conclusion of the event the contractual partner must return the spaces and rooms made available by TSI to the same condition they were in before they were used, allowing for normal wear and tear.

9.6 All objects brought in by the contractual partner must be removed without delay at the end of the event. Failure to remove such objects will entitle TSI to remove and store them at the contractual partner's expense.

## **10. Stand operation**

10.1 The contractual partner is entitled and required to use the allocated position only for the contractually agreed purpose for the duration of the event and to treat it with care in accordance with the parties' contractual conditions of use. The contractual partner is also required to maintain its stand adequately staffed at all times during the opening times of the event (duty to be present).

10.2 Printed and advertising materials may be distributed only within the allocated space. The contractual partner may use only event-related advertising material that does not violate legal provisions or moral standards and does not promote any worldviews or political views. TSI has the right to ban and remove any such advertising material brought in for the duration of the event. Optical, moving and acoustic advertising material is permitted to the extent that it does not disturb neighbouring stand operators or disrupt the orderly course of the event. TSI may demand changes if this regulation is breached.

10.3 The contractual partner may not bring any food or drinks to the event but must obtain them from TSI.

10.4 The contractual partner is required to clean the allocated stand position daily. The cleaning must be completed in due course each day before the start of the event.

10.5 TSI exercises domiciliary right on the event site for the period of assembly, execution and disassembly. TSI therefore has the right at any time to give instructions to the contractual partners. Instructions given by TSI staff must be followed at all times.

## 11. Subletting

11.1 A stand may not be sublet to co-exhibitors without the prior consent of TSI. The contractual partner may not withdraw from the agreement owing to TSI's refusal to consent to subletting.

11.2 The fee for co-exhibitors and additionally represented companies must be paid by the contractual partner. TSI is entitled to charge a fee for this even after the end of the event.

11.3 The contractual partner is liable for any fault committed by its co-exhibitors and additionally represented companies as well as for any own fault committed.

## 12. Right of lien

12.1 TSI may exercise its lessor's right of lien to the stand equipment brought in by the contractual partner and to the objects exhibited and to prohibit their removal as recovery for any and all unfulfilled obligations of the contractual partner towards TSI.

12.2 The contractual partner must disclose to TSI the ownership of the objects to be exhibited or being exhibited at any time.

12.3 If the obligations towards TSI are not fulfilled within the deadline specified for the contractual partner, TSI has the right to freely sell the retained objects following notification. The legal provisions regulating the enforcement of the lien are excluded to the extent permissible. TSI will be liable for any damage or loss of such objects only in the case of wilful intent or gross negligence. Section 562 a sentence 2 of the German Civil Code will not apply.

## 13. Liability of the parties

13.1 The contractual partner is liable for any personal injury or property damage caused by it, its employees, agents, objects exhibited and stand equipment.

13.2 TSI is liable for damage resulting from loss of life, bodily injury or damage to health which can be attributed to a breach of duty on the part of TSI, its legal representatives or vicarious agents and for other damage caused by wilful or grossly negligent breach of duty on the part of TSI, its legal representatives or vicarious agents, as well as without limitation pursuant to the legal provisions for claims arising under the German Product Liability Act.

13.3 TSI is also liable for any other damage caused by negligent breach of essential contractual obligations by TSI, its legal representatives or vicarious agents. Material contractual obligations are understood as those obligations that must be fulfilled so that the agreement can be implemented at all, and the fulfilment of which the contractual partner may ordinarily rely on. In the case of breach of essential contractual obligations, TSI is liable only if the damage consists of typical damage and not of consequential damage, and even then for only up to five times the sum of the participation (sponsorship) fee agreed between the parties, but not more than EUR 50,000 per claim.

13.3 TSI is not liable for loss of profit or other financial loss except in the cases specified under item 13.2 above.

13.4 TSI accepts liability for objects brought in by the contractual partner only to the extent that damage arises to them that was demonstrably caused by gross negligence or wilful intent on the part of its legal representative, any of its employees or a vicarious agent. The same also applies to criminal acts.

13.5 TSI is not liable for damage or disruptions caused by third parties and for which TSI is not responsible.

## 14. Indemnification from third-party claims

14.1 The contractual partner indemnifies and holds TSI harmless from all claims which third parties may bring against TSI on the basis of a breach of these General terms and conditions caused by the contractual partner or other contractual provisions on first demand by TSI and undertakes to refund any costs arising to TSI from such a third-party claim. Refundable costs include, in particular, reasonable expenses for legal action and defense which TSI may incur. This will not affect the right of TSI to claim further damages.

14.2 The contractual partner undertakes to support TSI in taking legal action and defending itself, and in particular it will provide TSI with the documents necessary for it to take legal action and defend itself without delay at TSI's request, and to provide the necessary information.

## 15. Special information on the spread of the coronavirus (COVID-19)

15.1 The contractual partner is made aware that all events of TSI are subject to the federal and state directives on safety and hygiene including contact restrictions and distancing regulations. The contractual partner is required to obtain information on these regulations and ensure compliance with them.

15.2 Additionally, TSI has prepared a comprehensive hygiene plan for its events on the basis of the state directives. The measures adopted reduce but cannot fully exclude the risk of coronavirus infection.

15.3 Contractual partners with noticeable symptoms (including slight fever, cold symptoms, breathing difficulties) or for whom there is reason to suspect an infection with the coronavirus have the obligation and responsibility to stay away from the event or to immediately leave the event location if symptoms occur in order to prevent further spread.

## 16. Verbal agreements

TSI will be bound by verbal agreements, individual or special approvals only to the extent that they have been confirmed by TSI in writing.

## 17. Data protection

17.1 The contractual partner notes that TSI stores personal data about the person of the contractual partner and the nominated contact persons with the aid of automatic data processing technology and may, as appropriate, pass such data on to third parties for the purpose of fulfilling the agreement. If it is necessary to process personal data and if no legal or contractual basis exists for such data processing, TSI will generally seek to obtain the consent of the data subjects.

17.2 The processing of personal data including but not limited to the name, address, email address or telephone number of a data subject will always be conducted in compliance with the General Data Protection Regulation and in agreement with the data protection provisions applicable to TSI.

17.3 A corresponding agreement on contract data processing within the meaning of §11 of the German Federal Data Protection Act has been entered into with all service providers that process personal data.

17.4 Any data subject affected by the processing of personal data has the right, granted by the legislator of the respective European Directives and Regulations, to withdraw their consent to the processing of personal data at any time. If a data subject wishes to avail themselves of their right to withdraw consent, he or she may contact our management at any time.

17.5 The duration of any storage of personal data is determined by the respective statutory retention period. After the end of such period the corresponding data will be routinely destroyed provided they are no longer required for the fulfilment or negotiation of a contract. If TSI discloses personally identifiable information (PII) about the contractual partners to the contractual partner (first name, last name, position, department, company) during the preparation of the event, the contractual partner will be responsible for handling such PII in a manner that complies with data protection regulations.

#### **18. Consent to be photographed, filmed or recorded, rights of use**

18.1 The contractual partner irrevocably declares its agreement and gives its consent for all media (print, online, digital etc) that TSI or third parties commissioned by TSI have the right to take photographs and make video or sound recordings of its person, its employees, the stand itself and the objects brought into it in the course of the event, with no payment being involved. TSI has the right to make and fully or partly edit the recordings and to reproduce, send, exhibit and use these recordings in audiovisual media, including in edited form. TSI has the right to use them commercially in particular, but not exclusively. These rights apply indefinitely and at all locations, and also for use in media (e.g. radio, television, film, daily newspaper and trade publications) as well as for reporting purposes.

18.2 All recording and publication rights relating to the relevant event lie with TSI. All photo, video or sound recordings of the contractual partners require the prior written consent of TSI. The same applies to the use of event recordings mentioned above that do not exclusively serve private purposes.

18.3 Irrespective of this, the onus is on the contractual partner to protect objects from unwanted filming by adopting suitable protective measures.

#### **19. Place of performance, applicable law, place of jurisdiction, written form, language**

19.1 All contractual relations between the parties are governed by German law and to the exclusion of the UN Sales Convention.

19.2. The place of performance and jurisdiction for all disputes arising from or in connection with this agreement is Frankfurt am Main if the customer is a merchant, a legal entity under public law or a special fund under public law. In these cases TSI is additionally entitled to bring legal action against the contractual partner at its registered office. Any exclusive place of jurisdiction will take precedence.

19.3 To the extent that these General terms and conditions mention written form, this refers to textform in the meaning of Article 126b of the German Civil Code (e.g. email, letter, fax).

19.4 The German text is the authoritative version for the interpretation of these General terms and conditions and all other contractual regulations.

**Last revised: September 2020**