

General contractual conditions for taking part in conferences

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1. Scope of validity

- a) The following contractual terms and conditions shall apply to taking part in conferences of Mesago Messe Frankfurt GmbH (hereinafter referred to as "Mesago"), as either a speaker or any other attendee.
- b) These terms and conditions shall form a component of all our offers and agreements.
- c) Any terms and conditions of the contractual partner to which we have not explicitly agreed shall not form a component of the agreement, even if we have not explicitly opposed them.

2. Conclusion of the agreement

- a) We request you to register for the conferences exclusively online at pcim.mesago.com/registration. The registration shall be deemed binding once the customer, after checking his or her details in regard to the services ordered, as well as entering and checking his or her personal data, including the invoice recipient and the invoice address, and also explicitly confirming acceptance of these terms and conditions of business, clicks the "Order" button. Should you have to use your company's own order form, please also register each attendee online.
- b) The agreement with the customer in regard to attending the conferences shall also materialise if the customer has specified a different person as the attendee. The contract shall materialise if the customer receives from us the order confirmation and the admission ticket for the attendee. The services booked are listed on the admission ticket. Even if the customer registers another person as the attendee, we only dispatch the admission ticket to the customer. It shall be incumbent upon the customer to pass the admission ticket on to the attendee in such a case.
- c) To gain access to the conference room, the participant must present the admission card at the conference counter on site. The participant will also receive the participant documents there. If participating in digital platform, the participant will receive the documents by e-mail.

3. Functionality of the digital platform (hereinafter: platform)

- a) The data to be compulsorily entered by the speaker / conference participant during registration (first name, last name, company name), will be visible on the profile of the speaker / conference attendee on the platform also for other users of the platform (visitors, exhibitors, press).
- b) If and insofar as a speaker / conference participant enters false data ("fake names" or similar), Mesago reserves the right to remove this data as well as the entire profile from the platform.

4. Costs of attending the conferences and invoicing

- a) The prices specified online at pcim.mesago.com/registration plus VAT shall apply. The contractual partner and the party liable for the costs is the customer.
- b) The invoicing will be carried out by Mesago Messe Frankfurt GmbH (VAT-Reg No. DE 147794792). The customer declares that he or she is in agreement with receiving the invoice either as an electronic document or in paper form, at Mesago's option. We expressly point out the storage and archiving obligations of electronically received documents for entrepreneurs, according to the tax code ("Abgabeordnung"), the sales tax law ("Umsatzsteuergesetz") as well as the principles of correct IT-supported accounting systems (GoBS) and the principles of data access and verifiability of digital documents (GDPdU). According to GDPdU and § 14b UStG ("Umsatzsteuergesetz", the email sent by Mesago with the attached PDF invoice file must be kept and digitally archived. Mesago is not liable for errors or damage caused by improper cooperation or inadequate technical equipment of the invoice recipient in connection with invoices sent electronically to him. Furthermore, Mesago assumes no liability for invoices or input tax deductions not recognized by the tax office, unless this non-recognition occurs for reasons for which Mesago is responsible.

5. Terms of payment

- a) The fees for attending will be due for payment upon registration, and, if you are paying by credit card (VISA, Mastercard or Amex) or by PayPal will be collected by the financial services provider SIX Payment Services (Germany) GmbH, Langenhorner Chaussee 92-94, 22415 Hamburg. It will only be possible to attend the congress once payment has been made.
- b) Invoices concerning any other supplies and services that are ordered separately shall be payable immediately as from the invoice date.
- c) In the event of arrears, the statutory interest rate shall apply.
- d) Should the contractual partner not be a consumer, we shall, in the event of arrears, be entitled to require payment of a flat-rate reminder fee of € 40.00 (Sec. 288(5) German Civil Code (BGB)).

6. Reservations / Cancellation of the event

- a) In the event of any compelling reasons that are not our fault (e.g. industrial action, threats of terror, a speaker falling sick) and Acts of God, we shall be entitled to postpone or curtail the conference or partially or wholly close it or cancel it, or make appropriate changes to the programme, taking the interests of attendees into consideration. The remuneration to be paid by the contractual partner is then, if applicable, to be adjusted accordingly, or shall lapse entirely if the event is cancelled altogether.
- b) Should it emerge, according to our experience, that the conference cannot have the desired success for conference attendees and/or the speakers due to lack of sufficient participation, we may cancel the congress or individual seminars, tutorials and/or workshops. The corresponding declaration needs to be received by the contractual partner two weeks prior to the scheduled start date of the conference. Should the event be cancelled in good time, we shall not be obliged to pay compensation for either expenses or damages.

7. Limitation of Liability

- a) As a matter of principle any claims for damages or reimbursement against Mesago shall be excluded. This exclusion of the liability shall however not apply
 - in the event that a life, body or health injury is culpably (in the sense of the German legal term "schuldhafte") caused by Mesago or one of its employees, collaborators, other vicarious agents or representatives (hereinafter: Mesago-Team);
 - in the case that an intentional (in the sense of the German legal term "vorsätzlich") or grossly negligent behavior of Mesago or of the Mesago-Team is the basis for the damage claim;
 - in the event of a violation of a warranty (in the sense of the German legal term "Garantie") granted by Mesago;
 - in the case of mandatory liability, e. g. under the German Product Liability Act ("Produkthaftungsgesetz") and
 - in the event that Mesago or the Mesago-Team negligently breaches a material contractual obligation. However, in the event that Mesago or the Mesago-Team negligently breaches a material contractual obligation the liability of Mesago is limited to the amount of damages that is typically foreseeable. A material contractual obligation is a contractual obligation, whose performance is necessary to execute the contract properly and whose performance the other contract party may regularly rely upon.

The aforementioned clauses do not imply any change of the burden of proof to the detriment of the contracting partner and explicitly do not exclude any claims provided by these General Terms and Conditions.

- b) Insofar as our liability is excluded or limited in accordance with the above provisions, this shall also apply to the personal liability of our employees, collaborators and other vicarious agents and representatives.

8. Stand-in attendees, cancellation and termination

- a) The customer shall be entitled at any time prior to commencement of the conference to name to us a stand-in attendee who will attend the conference in lieu of the customer, free of charge. The agreement may only be cancelled with our agreement, and only in writing (including by e-mail). In the event of cancellation of the contract by 11.03.2021, this shall be free of charge. In the case of a cancellation by 08.04.2021, the customer remains obligated to us to pay a processing fee of EUR 80.00 under the aspect of compensation for damages instead of performance. The date of dispatch (postmark for letters) of the cancellation to us is decisive for the timeliness of the cancellation. The difference between the paid participation fee and the processing fee will be refunded by us to the orderer in this case. Thereafter, the orderer remains obligated to pay the full participation fee under the aspect of compensation for damages instead of performance, despite cancellation. The customer is entitled to prove that we have not suffered any damage at all or that the damage is significantly lower.
- b) We shall, *inter alia*, be entitled to terminate the agreement without notice if adhering to the agreement has become unreasonable for us due to the conduct of the contractual partner. Being unreasonable shall be defined as the contractual partner being in arrears with a not inconsiderable proportion of his or her payment obligations towards us, or the contractual partner or the attendee repeatedly infringing any other contractual obligation. In the event of termination without notice, we shall also be entitled to require the contractual partner to reimburse the damage incurred to us through the conduct of the contractual partner or the attendee that entitled us to terminate without notice.

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9. Special Covid-19 regulations

a) Due to legal and / or official requirements, Mesago may be entitled and obliged to collect and process certain personal data from all participants in the event, e.g. first and last name, place of residence, telephone number and e-mail address. In addition, Mesago can be entitled and obliged to record the period of time spent on the event site. The collection of data serves to identify contacts in the event of a subsequently identified Covid 19 case among the participants. Mesago has to keep the data protected against unauthorized access and processing by third parties for the responsible authorities and to transmit it to them on request.

b) Due to the aforementioned obligations, we will send each participant of the event a self-assessment form, which each participant must complete and hand in to us upon entering the event site. As the admissibility of the event depends on the fulfilment of the official requirements, we will exclude those participants from the event, who refuse to collect and process the relevant data. Should Mesago exclude the participant from the event as a result, our claim to remuneration will nevertheless remain and the participant will not be entitled to a refund of the ticket price.

10. Place of fulfilment/place of jurisdiction

Should the customer be a trader, a legal entity under public law or the holder of a special fund governed by public law, Stuttgart shall be the place of fulfilment and place of jurisdiction. We shall also be entitled to assert any claims before the Court having jurisdiction for the customer's registered office. Any exclusive place of jurisdiction shall not be affected thereby.

11. Other provisions

Should any individual provisions of our agreement with the contractual partner or any other provisions agreed on with the contractual partner or these General Contractual Conditions be or become invalid, in whole or in part, the remaining provisions of the agreement or any other provisions agreed or these General Contractual Conditions shall not be affected thereby.