

General Terms and Conditions of Business for Participation in Bitkom Services' Joint Stands

1. Registration

(1) Those wishing to register as a sub-exhibitor at a joint stand of Bitkom Servicegesellschaft mbH must fill in and sign the order form and send it in.

(2) The sub-exhibitor contract with the sub-exhibitor arises upon confirmation of the registration by Bitkom Servicegesellschaft mbH (hereinafter referred to as Bitkom Services). Bitkom Services will decide whether to admit the sub-exhibitor according to the criteria specified in the order form. If the registration cannot be approved for reasons related to space or other objectively justified reasons, Bitkom Services shall inform the registering party to that effect. Granted approval can be revoked if the approval requirements specified in the order form are not or no longer fulfilled.

(3) The sub-exhibitor can only exhibit goods at the joint stand which are produced or distributed by it. They must be specified to Bitkom Services in advance at its request.

2. Assigning space

(1) Bitkom Services does not guarantee the position of the joint stand that may be specified in the order form. If the joint stand is relocated due to a decision of the trade fair organiser (hereinafter referred to as the 'organiser'), no claims shall arise for the sub-exhibitor on that basis.

(2) Bitkom Services will assign the sub-exhibitor a place on the joint stand in terms of theme and location and inform it of the placement in good time before the event. Preferred placements of the sub-exhibitor will be taken into account as far as possible.

However, the conclusion of the sub-exhibitor contract does not give rise to an entitlement to a specific exhibition place at the joint stand. Exclusion of competitors cannot be considered.

(3) Bitkom Services shall register the sub-exhibitors at the joint stand with the organiser.

3. Stand design/operation

(1) The scope of performance with regard to the stand space, equipment and services is specified in the order form.

(2) With regard to design/arrangement, the stand space rented to the sub-exhibitor must be used in accordance with Bitkom Services' requirements. If the sub-exhibitor desires (individual) use beyond those limits, it will only be possible taking into account the overall appearance of the joint stand and on the basis of a separate written agreement relating to the sub-exhibitor contract.

(3) The sub-exhibitor must send its exhibition goods to the stand at its own expense, set them up there appropriately and professionally and dismantle and collect them after the end of the event. When the contractual relationship ends, irrespective of the reason, the sub-exhibitor shall return the space rented and used by it, including the equipment provided to it, in the condition in which it was handed over and clear away from the joint stand any items belonging to it (literature, advertising materials, etc.).

(4) The sub-exhibitor shall be liable for itself, its employees and vicarious agents and the third parties engaged by it for any damage

caused of any kind. It must take out appropriate liability insurance and provide proof thereof to Bitkom Services at its request.

(5) Any installation work over and above the basic fittings can be performed by the stand construction company engaged by Bitkom Services and/or by the organiser based on a separate order placed by the sub-exhibitor, but in any event only after prior consultation with Bitkom Services.

(6) The sub-exhibitor's rented stand space must be properly filled with exhibited goods and run by competent personnel throughout the entire duration of the event within the opening hours established by the organiser.

(7) The joint stand will be monitored during the closing hours of the event specified in the order form. However, Bitkom Services does not accept any liability during those hours or at other times for loss of exhibition goods, personal items, technical equipment or other items brought to the stand by the sub-exhibitor, unless Bitkom Services caused it intentionally or due to gross negligence. Bitkom Services therefore recommends that the sub-exhibitor take out insurance for the items brought to the stand by it.

4. Use of the stand

(1) The sub-exhibitor must have consideration for the other sub-exhibitors at the joint stand throughout the event. Presentations may only be held at the joint stand and must be arranged such that no visual or acoustic nuisance for the neighbouring stands or obstructions to the

stand space and aisles are created. Likewise, surveys may only be conducted by the sub-exhibitor in its own stand space. In the event of a violation of these rules, Bitkom Services shall have the right to prohibit the measures in question, and if a violation is repeated it will be able to terminate the sub-exhibition contract without notice.

(2) Only brand new goods can be exhibited, unless they are fittings or items designated for demonstration purposes only. The sub-exhibitor shall not have the right to exhibit any items other than those specified in the organiser's product group listing. Bitkom Services shall have the right to have those exhibition goods removed from the joint stand if their display is at odds with the exhibition programme or violates competition law requirements or protective rights of third parties. Price information or references to suppliers and sold exhibition goods are not permitted. Over-the-counter and retail of goods and services are not permitted during the event. The right to conclude contracts at the event is not affected by this, provided that the hand-over of the goods or the provision of the services and payment for them (in whatever form) occur after the end of the event.

5. Photography and other image recording

(1) Commercial image recording of any kind is prohibited throughout the grounds of the event. This does not apply to the press photographers accredited by the organiser or Bitkom Services.

(2) Film and image recording by the sub-exhibitor in its exhibition space and at the joint stand are permitted.

(3) Bitkom Services has the right to make commercial image or video recordings of the joint stand or have them made and to use them for marketing purposes. This also applies for recorded persons.

6. Provisos

(1) Bitkom Services has the right to reschedule, shorten or cancel the operation of the joint stand for good cause, particularly due to an event of force majeure and particularly if such action is the necessary consequence of a decision made by the organiser. If the event is completely or partially rescheduled or shortened, the contract shall be deemed to have been concluded for the changed duration, unless the sub-exhibitor objects in writing within two weeks after being notified of the change. The right of objection shall be excluded if the event is rescheduled or shortened after it begins. The agreed prices will not be reduced. Any claims against Bitkom Services attributable to actions of the organiser are excluded.

(2) Bitkom Services shall also have the right to withdraw from the operation of the joint stand, according to its reasonable discretion and taking into account the legitimate interests of the sub-exhibitors, up to four weeks before the beginning of the event and to terminate the sub-exhibitor contract by way of extraordinary termination, if it considers that its commercial viability is not

assured, particularly if the minimum number of participants specified in the order form has not been reached. Upon cancellation, the parties' reciprocal performance obligations shall no longer apply. Bitkom Services shall refund any payments already made by the sub-exhibitor for performances that have not yet been rendered up to the time of cancellation. Any further claims of the sub-exhibitor due to the joint stand not being operated are excluded.

7. Liability/insurance

(1) Bitkom Services shall be liable to the extent prescribed by law for

- a) damage from injury to life, body or health due to negligent or culpable breach of duty by Bitkom Services, its legal representatives or vicarious agents,
- b) claims under the German Product Liability Act (*Produkthaftungsgesetz*), and
- c) wilful misconduct or gross negligence or under a guarantee.

(2) Bitkom Services shall only be liable for minor negligence if an obligation is breached whose fulfilment is of particular significance for the achievement of the objective of the contract ('key obligation'). Key obligations are obligations whose fulfilment makes it possible to correctly perform the contract at all and upon whose fulfilment the sub-exhibitor generally relies and can rely. That liability is limited to the foreseeable damage that may occur under a typical contract.

(3) A more extensive liability of Bitkom Services is excluded; this also applies to tortious liability or reimbursements of futile expenses. The limitation or exclusion of liability also apply in favour of the employees and vicarious agents of Bitkom Services.

(4) All contractual and statutory claims of the sub-exhibitor with respect to Bitkom Services shall expire by time limitation after 12 months, unless they are based on intentional action by Bitkom Services' statutory representatives, vicarious agents or employees. The same applies for direct claims against the above-mentioned persons.

(5) Bitkom Services shall not be liable for losses that third parties or employees of Bitkom Services incur in the stand space of the sub-exhibitor or due to its activities. The sub-exhibitor is therefore explicitly advised to take out liability insurance for its participation in the joint stand.

(6) An entitlement to a reduction in the rent shall only exist if a complaint concerning the defect was promptly submitted and its elimination has failed or Bitkom Services has not made any attempt to eliminate the defect despite a reasonable additional time limit having been set.

8. Payment deadlines

(1) All prices are subject to the addition of VAT. The participation price shall be due upon confirmation of registration and must be paid to Bitkom Services, as must the costs for the individually booked performances, within two weeks from the receipt of an invoice.

(2) A pro rata refund for individual performances that were not taken advantage of is excluded, as is any modification or replacement of the received performances.

9. Use of the logos

(1) Bitkom Services grants the sub-exhibitor, for the purpose of announcing its participation in the event at the joint stand, a non-exclusive, non-transferable, free-of-charge usage right to the files for the logos of Bitkom Servicegesellschaft mbH and Bitkom Bundesverband Informationswirtschaft, Telekommunikation und Neue Medien e. V. (Bitkom e.V.), which will be provided to it. The logos are protected under trademark law and must not be presented in a distorted form or with altered colours or used for the sale of goods or services.

(2) The sub-exhibitor grants Bitkom Services a non-exclusive, non-transferable, free-of-charge usage right to its own company logo for the rendering of the performances ordered in the order form.

(3) All the usage rights granted above are limited to the term of the sub-exhibitor contract and an appropriate period for follow-up reporting, and for a maximum of two months from the end of the event.

10. Confidentiality

(1) Both parties shall maintain the confidentiality of any confidential information concerning the participants or other sub-exhibitors at the joint stand that they receive in the course of the preparation or performance of the sub-exhibitor contract,

during the term of the sub-exhibitor contract and for a period of two years after it ends.

Furthermore, they shall only use any confidential information for the purposes of the performance of the sub-exhibitor contract.

(2) Confidential information is deemed to be any information on internal circumstances or processes, including the planning thereof, unless it is either generally available or has been explicitly excluded from the confidentiality in writing by the participant from whose sphere it originates. The parties shall ensure that all employees and external contractors comply with these provisions.

11. End/termination of the contractual relationship

(1) The contractual relationship shall begin when the contract arises (section 1 (2)) and end, without termination being required, when the event ends. Ordinary termination of the contract within that period is excluded.

(2) The right of extraordinary termination for good cause remains unaffected. Good cause shall be deemed to exist for Bitkom Services, in particular, if insolvency proceedings have been applied for with regard to the sub-exhibitor's assets or if the sub-exhibitor has failed to fulfil its payment obligations or only partially fulfilled them despite an additional time limit having been set.

12. Set-off/right of retention/lessor's lien

(1) The sub-exhibitor shall only have set-off rights with respect to Bitkom Services if its counterclaims have been established with

legally binding effect, are undisputed or have been acknowledged by Bitkom Services.

(2) The same applies for rights of retention, if the sub-exhibitor is a company, a trader, a legal person under public law or a public special fund. Otherwise, the sub-exhibitor shall only have the right to exercise a right of retention if its counterclaim is based on the same contractual relationship.

(3) For any unfulfilled obligations of the sub-exhibitor with respect to Bitkom Services, Bitkom Services shall have the right to assert its lessor's lien on the stand equipment brought along by the sub-exhibitor and the exhibition goods and prohibit the sub-exhibitor from taking them away. Article 562a BGB does not apply. If the obligation is not fulfilled within a time limit to be set by Bitkom Services, it shall have the right to personally sell the retained items. Bitkom Services shall only be liable for damage or loss in the event of wilful misconduct or gross negligence.

13. Assertion of claims/time limitation

(1) Complaints of any kind relating to the performance of the services provided by Bitkom Services or other irregularities must be promptly submitted to Bitkom Services in writing for the purpose of remedial action. If a complaint is not submitted in good time, rights stemming from such complaints cannot be asserted.

(2) All claims of the sub-exhibitor with respect to Bitkom Services under the rental agreement shall expire by time limitation after six months, unless they are based on

intentional action by Bitkom Services' statutory representatives, vicarious agents or employees. Other claims of the sub-exhibitor against Bitkom Services shall expire by time limitation after 12 months, beginning from the end of the year in which they arise.

(3) Claims against Bitkom Services must be asserted in writing.

the Federal Republic of Germany. The place of jurisdiction is Berlin.

Berlin, November 2019

14. Supplementary provisions

By sending its order, the sub-exhibitor recognises the house rules and any other rules or regulations of the respective organiser, as specified in the order form. Bitkom Services shall send them to the sub-exhibitor at its request. Instructions issued by the employees engaged by the organiser must be followed.

15. Notice on the handling of data

Bitkom Services shall collect the registration data and use it for the performance of the contract. In particular, the data shall be passed on to the organiser in connection with registration as a sub-exhibitor and the issue of exhibitor or trade visitor tickets.

16. Applicable law/place of performance/place of jurisdiction

(1) Additional arrangements shall only be legally binding if they are made in writing with Bitkom Services or are confirmed by it in writing.

(2) The legal relationships between the parties stemming from or related to this contract are exclusively subject to the laws of