

General Terms and Conditions for Sponsorship of FVA GmbH Events

§1 Basis of Contract

- 1.1. FVA GmbH, Lyoner Straße 18, 60528 Frankfurt am Main, organizes various events, in the context of which companies are offered the opportunity to participate and present themselves as sponsors.
- 1.2. The contractual relationship between sponsors and FVA GmbH is governed by the sponsorship offer accepted by the sponsor and these General Terms and Conditions for Sponsorship of FVA GmbH Events (the Contract).

§2 Eligibility

Only companies and institutions that are providers of products and services that are directly related to the event topics, event participants, or to the respective industry represented will be accepted as sponsors.

§3 Registration

- 3.1. Registration shall be made exclusively using a registration form and with acknowledgement of these Terms and Conditions.
- 3.2. The signed registration form is legally binding and must be completed in full and submitted to FVA GmbH by the deadline.
- 3.3. If Sponsor also participates in the exhibition, special requests for space with regard to the exhibitor area (which will be considered according to availability) do not constitute a condition for participation. Registrations after the registration deadline can only be considered if space is available.

§4 Acceptance

- 4.1. FVA GmbH shall decide on the acceptance of the sponsor at its due discretion, taking into account the available exhibition space as well as the overall framework and concept of the respective event.
- 4.2. There is no legal claim to acceptance.
- 4.3. The contract between the Sponsor and FVA GmbH is concluded upon receipt of the acceptance (conclusion of the contract).
- 4.4. The acceptance is only valid for the company or institution named therein.
- 4.5. FVA GmbH is entitled to revoke the acceptance granted if it was granted on the basis of false prerequisites or information, or if the prerequisites for acceptance cease to apply at a later date.

§5 Services of FVA GmbH

The scope of services to be provided by FVA GmbH is defined in the sponsorship offer signed by

Sponsor for the respective event.

§6 Services of the Sponsor

Sponsor undertakes to pay the participation fee resulting from the booked sponsoring offer.

§7 Loyalty, Information, Confidentiality

- 7.1. FVA GmbH and Sponsor undertake to show mutual respect, good conduct, and loyalty. FVA GmbH and Sponsor shall at no time make any negative comments about the person, products, or services of the other, or damage the reputation and prestige of the other. These obligations shall continue after the termination of the contract.
- 7.2. Both Sponsor and FVA GmbH shall promptly inform each other of any circumstances that may be of importance for the execution of this Agreement. Measures with a public impact are to be coordinated with the other contracting party beforehand, if possible.
- 7.3. FVA GmbH and the Sponsor are obliged to treat the mutual obligations as well as the entire content of the contract confidentially with respect to third parties. The disclosure of contractual agreements of any kind to third parties is only permitted on the basis of mandatory legal provisions, to protect the interests of one or both parties to the contract, or with the prior express written consent of the other party to the contract. This obligation shall continue to apply after termination of the contract.

§8 Exclusivity

FVA GmbH reserves the right to conclude additional sponsorship contracts unless the exclusivity of a service is guaranteed within the sponsorship offer.

§9 Terms of Payment

- 9.1. The participation fee is due in two installments upon receipt of the invoice. A deposit of 50 percent of the sponsorship fee must be paid to FVA GmbH upon acceptance as a sponsor. The remaining amount is due two months before the event.
- 9.2. Objections to the invoice must be made immediately in written form within two weeks of receipt. Later objections cannot be considered.

§10 Transfer of Services

Sponsorship services may not be transferred fully or in part to a third party, whether for payment or free of charge.

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§11 Withdrawal of Registration or Resignation

- 11.1. In case of an already submitted registration, Sponsor is entitled to withdraw the registration free of charge until acceptance.
- 11.2. Withdrawal by the Sponsor is no longer possible after acceptance, unless FVA GmbH has exceptionally granted a deadline for withdrawal from the acceptance.
- 11.3. Insofar as the Sponsor is exceptionally entitled to a right of withdrawal pursuant to §11.2, FVA GmbH shall be entitled to deduct services already rendered (marketing measures such as newsletter or advertisement placement).
- 11.4. In the event of a withdrawal which takes place at a later point in time than notified in the exceptional case in the acceptance, the contractually agreed amount shall be due in full.
- 11.5. The withdrawal shall only become effective upon receipt of the declaration in written form by FVA GmbH. Sponsor is obliged to provide proof of receipt in due time.
- 11.6. In the case of booking a sponsoring package including exhibition space, Sponsor shall not be entitled to withdraw from the sponsoring contract if the exhibition space is not available and no other space can be made available. He remains obliged to pay the full participation fee in accordance with §6.

§12 Nonfulfillment by FVA GmbH

If FVA GmbH, through its own fault, fails to fulfill contractually agreed services to the Sponsor, FVA GmbH shall immediately inform Sponsors thereof and, depending on the nature of the non-performance, offer Sponsors an equivalent alternative.

§13 Restrictions

- 13.1. FVA GmbH reserves the right to postpone, shorten, extend, or cancel the event related to the sponsorship, and thus also the sponsorship, and to close it in individual parts or as a whole if events such as force majeure, in particular - but not limited to - natural disasters, war, riots, strikes, epidemics, pandemics, official measures, or other unforeseeable events for which FVA GmbH is not responsible, such as the unusability of the event premises or the cancellation of key speakers, require such measures.

- 13.2. FVA GmbH shall notify Sponsors immediately of the occurrence of the event.

- 13.3. In the cases of §13.1, Sponsor shall not be entitled to compensation for any damages incurred.

- 13.4. Services already rendered shall be remunerated as agreed.

- 13.5. If Sponsor is no longer interested in the sponsorship as a result of a measure described above under §13.1, it may withdraw from the contract. In this case, Sponsor shall be entitled to reimbursement of payments already made less services already rendered by FVA GmbH (marketing measures, e.g. newsletter or advertisement placement).

§14 Liability

- 14.1. Unless otherwise stipulated in these Terms and Conditions, FVA GmbH shall only be liable to Sponsors for damages caused by intent or gross negligence, in the event of culpable breach of material contractual obligations, and within the scope of agreed warranty services. Liability also applies in cases of culpable injury to life, body, or health. Any further liability claims are excluded.
- 14.2. The organizer does not guarantee that the advertising and image activities will achieve the advertising effect intended by the Sponsor.

§15 Exhibits and Exhibition Stand

The "General Terms and Conditions for FVA GmbH Technical Exhibitions" shall apply to exhibits and the exhibition stand in the context of the sponsorship. Connections, machinery, and equipment that are not approved or do not comply with the relevant regulations may be removed at the expense of the Sponsor.

§16 Insurance

Insurance against damage and theft of objects belonging to Sponsor are to be taken out by Sponsor himself.

§17 Compliance

- 17.1. FVA GmbH and the Sponsor are obligated not to commit any acts that could lead to criminal liability of employees of FVA GmbH or other third parties. These may include, but are not limited to, criminal liability for fraud, breach of trust, insolvency offenses, offenses against competition, granting of advantages, acceptance of advantages, bribery, corruption, or comparable offenses.

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17.2. In the event of a breach of the obligations under §17.1, FVA GmbH or Sponsor shall be entitled to rescind or terminate the contract without notice. In the event of claims being asserted against third parties, FVA GmbH or Sponsor shall in each case be indemnified against any liability claims.

§18 Confidentiality and Data Protection

18.1. The contracting parties shall maintain absolute confidentiality with regard to the content, scope, and conditions of this contract, even after termination of the contract. Disclosure to third parties shall only be permissible on the basis of mandatory statutory provisions or non-appealable official or court orders, unless the other contracting party has given its prior express written consent, or the content, scope, and/or conditions of this Agreement have already become public knowledge other than as a result of a breach of contract by the contracting party.

Use and disclosure of personal data and purpose limitation: All personal data accruing or collected within the scope of the services of FVA GmbH will be collected, processed, used, and stored inaccessible to third parties only for the purpose of the execution of the contract and for the protection of legitimate business interests with regard to the consultation and support of our customers and interested parties and the demand-oriented product design, in accordance with the respective applicable laws and regulations for the protection of personal data. Personal data shall not be passed on or sold. At any time, data subjects, including employees of the Sponsor, may request information about the stored data, the purpose of storage, and its origin. In addition, there is a right to correction, blocking, and deletion of personal data in accordance with the statutory provisions. A corresponding request or a request for correction, blocking, or deletion of personal data should be communicated in writing to the FVA contact person.

§19 Limitation

All claims of Sponsors against FVA GmbH must be asserted immediately. The limitation period shall be 12 months and shall commence at the end of the week falling on the closing day of the event. Cases of intent, gross negligence, and culpable injury to life, body, or health shall be excluded from this short limitation period.

§20 Place of Jurisdiction and Applicable Law

20.1. The legal relationship of the contracting parties arising from or in connection with the contract shall be governed by the laws of the Federal Republic of Germany. The place of jurisdiction for legal disputes arising from or in connection with the contract shall be the registered office of FVA GmbH in Frankfurt am Main, Germany.

20.2. Amendments and additions to this contract must be made in writing. This shall also apply to the waiver of the written form requirement or amendments to the written form requirement. There shall be no verbal collateral agreements.

20.3. Should individual provisions of the contract be or become invalid in whole or in part, this shall not affect the validity of the remainder of the contract. In this case, the contracting parties undertake to replace the invalid or unenforceable provision with a valid or enforceable provision which comes as close as possible to the economic purpose of the invalid or unenforceable provision.

Note: The German version of these "General Terms and Conditions for FVA GmbH Technical Exhibitions" ("Allgemeine Geschäftsbedingungen für Sponsoring von Veranstaltungen der FVA GmbH ") shall be definitive. This English version is for informational purposes only.

Frankfurt, 10 June, 2021