

General Terms and Conditions for Purchase of WUM Brand Spaces GmbH & Co. KG

1 General

- 1.1 The following General Terms and Conditions of Purchase control the relationship between the customer ("Customer") and the sub-contractor ("Contractor").
- 1.2 The following terms and conditions apply to all of Contractor's deliverables subject to individual, differently-worded agreements. Customer retains Contractor on the basis of these T&Cs for purposes of implementing the deliverables described in the individual agreement. Customer implements contracts on behalf of its customers at events, trade fairs, and exhibitions. A most significant element of the purchase orders is the unconditionally on-time rendering of deliverables, since any delay can result in significant damages and specifically risk the on-time opening of customer's contribution to the exhibition. In consideration of these requirements and the need to guarantee an on-time and quality-compliant event, trade fair and/or exhibition to customer, the following conditions control the legal relationships between the Customer and Contractors in addition to the provisions in the contract/purchase order.
- 1.3 Reference to the pre-printed general terms and conditions of the contract partner is hereby excluded.

2 Scope of Service

- 2.1 The Contractor is responsible for all the services that are specified in the individual-contract, in the specifications or in the service descriptions alongside with all attachments. In addition, the Contractor undertakes, insofar as this falls within the framework of his service scope, to also provision all services that are not explicitly mentioned, which are however absolutely essential for the proper and qualitative fulfilment of the mentioned services. These include, in particular, whereby under no circumstance does this constitute an exhaustive character, compliance with the generally accepted rules of architecture and structural engineering as well as the trade fair, exhibition and stage construction and event technology, as well as all relevant statutory and regulatory provisions. The Contractor is obliged to arrange for the timely procurement of all approvals and permits that are necessary for the execution of his service.
- 2.2 Contractor is also required to prepare the factory schedules and documentation required to render its deliverables, provided these are not specified by Customer.
- 2.3 Contractor is aware that the exhibition host requires strict compliance with specifications and framework conditions to implement the respective projects and to render deliverables. This routinely also applies to environmental protection, logistics, construction site organization, power and water supply, communications connections, and overall working conditions. Contractor is therefore required to comply with these specifications and framework conditions for purposes of the rendering its deliverables. Contractor is directly responsible for obtaining the respectively applicable conditions published by the exhibition host.

3 Contractor's General Contractual Obligations

- 3.1 Implementation
- 3.1.1 While rendering deliverables, Contractor must comply with the specified and documented implementation schedule, or must ensure compliance with the latter. Unless provided for differently in the contract, Contractor is free to implement an equivalent deliverable in place of the described deliverable. If Contractor feels that deviations from the documented implementation plan are necessary or purposeful while implementing its deliverables, Contractor shall immediately advise Customer of this in writing. In cases of doubt, Contractor is required to demonstrate equivalency of the implementation.
- 3.1.2 Deviations from documented implementation plans without factual reasons are only authorized with Customer's prior written approval. If Contractor implements deviations from already documented implementation plans without appropriate Customer authorization,

Contractor shall bear all additional costs caused by the deviation.

- 3.2 Implementation Documentation Customer's provision or approval, or authorization of factory schedules, drawings, calculations, and other technical documents does not affect Contractor's responsibility for their accuracy and suitability. Customer assumes no liability in connection with the approval. This also applies to Contractor's suggestions and recommendations.
- 3.3 Obligation to Cooperate
- 3.3.1 The parties are required to cooperate closely while the contract is being implemented.
- 3.3.2 Contractor is also required to collaborate together with all third parties involved in the project in any way as often and to any extent necessary.
- 3.3.3 The parties agree that joint meetings and other conferences, even with third parties, may be required to fulfill the contract. Customer shall structure these meetings and conferences in a manner to ensure the best possible, contractually compliant fulfillment of the deliverable. Contractor is therefore required to attend to the extent that this is not unreasonable on a case-by-case basis.
- 3.4 Shipment of Materials and Storage All deliveries to the construction site or the location of use must be proactively coordinated with the Customer or its representative. The Customer's and exhibition host's logistics concepts must always be adhered to, and the directions in these must be complied with.
- 3.5 Contractor's Employees
- 3.5.1 If necessary for the proper and on-time rendering of deliverables, Contractor agrees to employ a sufficient number of employees to ensure its compliance with contractual obligations. Contractor shall ensure compliance with statutory regulations applicable at the location deliverables are rendered, in particular with occupational and social legal code and the special regulations issued by the exhibition host in connection with employed staff. Contractor agrees to constantly supervise its assigned staff; Contractor is solely responsible for the selection and supervision obligations.
- 3.5.2 When required for the deliverables rendered by Contractor or specified by Customer, Contractor shall name one or several cross-functional contacts and a knowledgeable representative to Customer immediately following contract conclusion. The latter must be present at the construction site or the location of use during the required periods.
- 3.5.3 Contractor warrants that the appointed contacts are authorized to issue instructions and to make decisions, and authorized to represent the Contractor with legal effect. Contractor is required to notify Customer in writing before changing these contacts. Customer shall decide and instruct as necessary for cases involving imminent danger. Contractor is solely responsible for all administrative and disciplinary staff matters; however, Customer has the right to demand the removal of Contractor employees from the construction site or location of use if these prove to be functionally or personally unsuited.
- 3.5.4 Contractor must ensure that its entire assigned workforce conducts itself in an environmentally compatible and safety-aware, as well as fire-safety-compliant manner.
- 3.6 Sub-contractor Assignments
- 3.6.1 Contractor is only entitled to employ sub-contractors to render contractually owed deliverables or portions of these with Customer's prior written approval.
- 3.6.2 Before sub-contractors are assigned, the nature and scope of the deliverables and the name and mailing address of the proposed sub-contractor must be declared in writing to Customer. In doing so, Contractor agrees to assign deliverables only to those sub-contractors who have demonstrated the required functional knowledge/skills, capabilities, and reliability. This also includes that sub-contractors comply with their statutory obligations to pay taxes and social security taxes, and meet applicable trade codes. The use of sub-contractors does not relieve Contractor from its sole obligation vis-a-vis Customer to fulfill the contract in full.
- 3.7 Right to Monitor
- 3.7.1 Customer is entitled to monitor the rendering of deliverables and to gain access during regular business hours to locations where deliverables are rendered. Contractor shall impose the corresponding

obligations on sub-contractors assigned on its behalf. Customer is entitled to review all documents related to rendering the deliverables, including all electronically stored information.

- 3.7.2 Customer is at all times entitled to issue implementation instructions to Contractor in order to ensure the quality standards. Contractor shall adhere to and comply with these instructions.

4 Contractor's Special Contractual Obligations

- 4.1 **Price guarantee** If the parties agreed to a lump sum remuneration, Contractor warrants that its deliverables can and will be implemented within the scope of this lump sum. This lump sum price is full payment for all functioning and defect-free, on-time and procurement-ready deliverables needed to complete the purchase order.
- 4.2 **Deadline Guarantee**
- 4.2.1 Contractor warrants the unconditional compliance with agreed-to schedules and deadlines. Agreed-to schedules and deadlines can only be changed based on mutual agreement when this is necessary based on the development status of the project or other circumstances. Contractor also warrants compliance with accordingly mutually changed schedules and deadlines,
- 4.2.2 If there is reason to believe that Contractor's deliverables cannot be completed by the proposed deadlines, or if delays have already occurred, Contractor shall at all times immediately notify Customer of this in writing by stating the reasons and by proposing how to ensure that the deliverable is completed on-time. This also applies to changed deliverables and additionally rendered deliverables.
- 4.2.3 If Contractor is nevertheless culpably late with the completion of the deliverable, Customer can demand compensatory damages and assert a contractual penalty in the amount of 0.15% of the net purchase order total for each calendar day beyond the deadline, but not to exceed 5% of the net purchase order total, for each case of exceeding each individual due date or each individual deadline. Contractor has the right to demonstrate that any exceeded deadline is not attributable to Contractor, and that no damages were incurred or were not incurred in the amount of the contractual penalty. Customer's other rights to assert compensatory damage claims remain intact. The contractual penalty is credited toward such compensatory damage claims.
- 4.2.4 Contractor can only cite lack of culpability when it has provided notification for an encumbrance, unless the encumbrance is readily apparent.
- 4.3 **Right To Make Changes / Additional Deliverables**
- 4.3.1 Contractor acknowledges that Customer has the final approval right for all significant issues related to completing deliverables. If Customer demands changes or enhancements to Contractor's deliverables, and if these result in additional costs in Contractor's opinion, Contractor shall immediately notify Customer of this in writing and provide a detailed breakdown of the scope of the expected additional costs. These additional deliverables must only be completed when Customer nevertheless demands the implementation of such instructions, and Contractor only then has a claim for additional remuneration.
- 4.3.2 If Customer's customer demands changes or additional deliverables directly from Contractor, Contractor is at all times required to immediately notify Customer of this. Contractor is not entitled to complete such deliverables without Customer's written approval. No claim for remuneration of any kind applies if Contractor nevertheless completes such deliverables without Customer's approval, and Contractor is required to reimburse any resulting additional expenses incurred by Customer. If Contractor fails to make note of delays due to changed or supplementary deliverables no later than upon presentation of its proposal for the changed /supplementary deliverables, an extension of the contractually agreed to completion time due to the changed or supplementary deliverable is excluded, unless the need for the deliverable is readily apparent.
- 4.4 **Oversight Obligations**
- 4.4.1 If supplies or goods (documentation, samples, booth building materials, vehicles, tools, software, etc.) that are the property of Customer or other third parties are placed into Contractor's custody in connection with rendering its deliverables, Contractor is required to treat these with particular care and vigilance. Unless provided for

differently in the contract, Contractor is liable for damages resulting from a culpable breach of these oversight obligations.

- 4.4.2 Contractor is required to immediately report to Customer any damages on these supplies and goods by stating the cause for the damages. Contractor is required to perform all supporting actions required to assert any associated insurance claims.

5 Acceptance Reviews

- 5.1 Acceptance reviews are routinely only performed after the contractual deliverables have been rendered in full. Each acceptance review must be documented formally; implicit acceptance reviews, for instance by operating a certain trade, are excluded.
- 5.2 If deliverables have been fully or partially rendered in a contractually non-compliant manner, Customer can withhold acceptance for cases involving material deficiencies. A withheld acceptance must be issued in writing by stating the reasons.
- 5.3 A corresponding acceptance review transcript must be signed for each acceptance review. This does not exclude the assertion of retroactively identified deficiencies.
- 5.4 Contractor is required to immediately remedy deficiencies identified retroactively or during the acceptance review (or have same remedied) if these are attributable to Contractor. Contractor shall bear the expenses and any additional costs for removing the defect.

6 Offsetting / Retention

- 6.1 Contractor can only offset or assert a retention right for claims against the purchase order issuer that are uncontested, established by legal precedent, or those ready for a decision. This does not apply when the claim originates from the same contractual relationship against which offsetting is asserted.

7 Compensation

- 7.1 Unless agreed to otherwise in the contract/purchase order, the agreed-to remuneration is full payment for all miscellaneous costs and incidental costs, such as costs for factory scheduling and preparing miscellaneous documentation, communication costs, travel expenses, etc.
- 7.2 The transfer of usage and commercialization rights pursuant to these T&Cs is also compensated with the agreed-to remuneration.
- 7.3 If the purchase order/contract does not require Contractor to pledge collateral, in particular a bank guarantee, Customer is entitled to retain 10% of the agreed-to compensation as a security.
- 7.4 Invoices must be addressed to the mailing address specified by Customer and must contain the details (e.g. purchase order number, project reference, etc.) and the matching proof of deliverables required by Customer. Customer is entitled to reject improperly formatted invoices.

8 Contractor's Liability

- 8.1 Unless provided for differently in the contract/purchase order, Contractor shall upon first request indemnify and hold Customer harmless from all costs, expenses, losses, compensatory damage claims and obligations that Customer incurs or could incur due to Contractor's culpable breach of a provision in the purchase order/contract or these T&Cs, in particular from any such claims asserted by customers.
- 8.2 Contractor also agrees to indemnify upon first request Customer and the persons retained by Customer to implement or monitor accident prevention, environmental protection, fire protection, and hazardous goods regulations from all claims directed against the Customer or the aforementioned persons in connection with damages incurred due to a breach of regulations Contractor is required to observe in connection with rendering its deliverables.
- 8.3 The liability of the Customer for damages and expenses, resulting from simple negligence is excluded, insofar as the claims are not based on a breach of contractual obligations, whose proper fulfillment are from the outset decisive for the execution of the contract and moreover with regard to whose fulfillment the contract partner can normally rely on (hereinafter referred to as "cardinal obligations"),

or relate to claims in connection with injury of life, body or health. The aforementioned also applies to breaches of duty by the service provider's servants and legal representatives Claims, which have the Product Liability Act as their underlying basis, likewise remain unaffected. In the case of a claim to payment, the contractor's claims to default interest remain unaffected by the foregoing. The same applies for a payment demand comprising the flatrate charge pursuant to Section 288 Para. 5 German Civil Code (BGB), or the payment of damages relating to the costs of the legal action.

- 8.4 Insofar as a cardinal obligation is negligently violated, the liability of the Customer will be limited to the amount of such damages and expenses that are typically associated and foreseeable in connection with the contract.

9 Confidentiality

- 9.1 Contractor agrees to exclusively use the information and documents placed in its custody for rendering its deliverables. Contractor agrees to maintain confidentiality for all information or transactions of which it becomes aware due to the business relationship between the parties and the rendering of deliverables, including all documents received. This also applies to all other matters concerning the contractual parties or other involved third parties. Any forwarding of documents or data, regardless of form, is only permitted with Customer's prior written approval.
- 9.2 Contractor is required to maintain strict confidentiality about all information and transactions that become known in connection with rendering the deliverables. This specifically, but not exclusively, applies to all development, ideas, proposal contents, customer information, procurement sources, and terms.
- 9.3 Contractor is only permitted to publish or release for distribution public statements referring to the activities on behalf of the Customer and specifically to the rendering of deliverables with Customer's express prior written approval.
- 9.4 The Contractor is only entitled to refer to his/her services for the Customer within the framework of his/her own public relations work, pursuant to the express written consent of the principal.
- 9.5 For each case of culpable breach of this confidentiality declaration, Contractor agrees to pay a contractual penalty, the amount of which is determined at Customer's discretion and reviewed by the competent court in the event of a dispute. This does not affect the right to assert additional compensatory damages. Each breach of the confidentiality obligation justifies Customer's termination of the contractual relationship without notice, as well as the assertion of compensatory damages.

10 Exploitation and rights of use

- 10.1 Insofar as the services that have to be provisioned by the contract partner within the framework of the contract constitute or involve commercial property rights (trademarks, utility models, designs or patents) or copyright / ancillary copyrights in favour of the contract partner or one of his employees, the Contractor hereby transfers to the Customer these protected results of the services, the comprehensive, exclusive, temporally and spatially unlimited use rights for the evaluation in all forms and media, as well as the right to disclose to third parties, in particular the customer, insofar as this is covered by the purpose of the contract.
- 10.2 The Contractor shall be liable for ensuring that the services he/she provisions, can be fully used without limitation and in particular neither intellectual property rights (such as trademarks, patents, licenses, utility models and designs), copyright/ancillary copyrights of a third party specify otherwise nor relevant statutory provisions are thereby violated.
- 10.3 The Contractor shall indemnify the Customer of all claims arising from a breach of such intellectual property rights or copyright/ancillary copyrights. Contractor warrants that its deliverables are unencumbered by third party industrial property rights that could restrict their usage.
- 10.4 The Contractor is to the same extent that he is granted the relevant rights of use, also entitled to process or modify in any other form the results of the services or else arrange for them to be processed, taking into account the due protection of the moral rights and

intellectual characteristic feature that is peculiar to the work, and to thereby use the results of the services as amended within the framework of the types of uses listed above.

- 10.5 All rights to any plans, drafts, drawings, concept descriptions, etc. Contractor becomes aware of remain Customer's property, even when these were handed over to Contractor. Contractor's right to usage requires an express written agreement irrespective of any existing special industrial property rights or copyrights. The documents are regarded as submitted into Contractor's care as defined by Section 18 of the German Unfair Trade Practices Act [Gesetz gegen unlauteren Wettbewerb - UWG]. Contractor agrees to refrain from any other form of commercialization, in particular copying and distribution and forwarding to third parties and making changes without Contractor's express approval.

11 Customer protection clause

- 11.1 The Contractor undertakes not to violate the principles of customer protection in connection with the Customer and to refrain from any direct or indirect competition in connection with the customers of the principal, for whom the contractual services have subsequently to be provisioned, for the duration of the contractual relationship and up to 2 years pursuant to the termination of the contractual relationship.
- 11.2 Contractor shall also refrain from recruiting Customer's employees.
- 11.3 The Contractor undertakes for each case of culpable infringement of this customer protection provision to accept a penalty, whose amount will be determined pursuant to the reasonable discretion of the Customer and which will in case of dispute be checked for its appropriateness by the competent Court. The right to claim further damages remains unaffected therefrom.

12 Termination of the contract

- 12.1 Customer can wholly or partially terminate the purchase order/contract at any time until the deliverables have been rendered in full, in particular when the client has terminated its contract with the Customer. In the event of such a termination, Contractor is only entitled to remuneration for the deliverables rendered up to the time the termination was received.
- 12.2 Customer can also terminate this contract without notice for cause. A condition for this termination right is that Customer has previously instructed Contractor without satisfaction to remedy the cause within an appropriate grace period. Cause specifically exists when Contractor has consistently or grossly breached its contractual obligations, specifically by not complying with agreed-to deadlines or by not pledging agreed-to collateral or by not properly meeting its financial obligations or by becoming insolvent, A notice period is not required for the cases specified in Sections 636, 281 II and 323 II German Civil Code [Bürgerliches Gesetzbuch - BGB].
- 12.3 In the event of a termination for cause, the deliverables rendered by Contractor up to the time of the termination shall be remunerated pursuant to para. (1) of this provision, unless the deliverables are of no use. Customer's other rights to assert compensatory damage claims remain unaffected by this.
- 12.4 Any termination must be issued in writing
- 12.5 In the event the contract ends, regardless of legal reason, Contractor is required to immediately surrender to Customer all documents and information received or created by Contractor in regards to its deliverables. The usage and commercialization rights granted to Customer do not revert back to Contractor. Any related offsetting and retention rights are excluded.

13 Concluding Provisions

- 13.1 These terms and conditions are definitive for all legal relationship between Customer and Contractor, irrespective of whether these are referenced on a case-by-case basis in subsequent agreements.
- 13.2 Place of Performance and Court of Jurisdiction for any disputes arising between the parties from this contractual relationship is the Customer's base, as long as the Contractor is a general merchant, a legal entity of public law or of separate estate public law. German law governs the contractual relationship to the exclusion of the

United Nations Convention on Contracts for the International Sale of Goods (CISG) and international private law.

*WUM Brand Spaces GmbH & Co. KG, Aschaffenburg
August 2020*