

**General terms and conditions (GTC) for advertising customers,
exhibitors & sponsors and organizer
of Vogel Communications Group AG**

Part A. General terms for all types of commission

1. GTC scope of application

1.1 These general terms and conditions (GTC) apply to any and all declarations of will, contracts, and contractual, or contractual-like actions of Vogel Communications Group AG, Seestrasse 95, 8800 Thalwil (hereinafter "VCG"), with its contracting parties (hereinafter "CP"), particularly as part of commissions by advertising customers, and commissions by exhibitors and sponsors (hereinafter "commission", business divisions advertising customers, and exhibitors and sponsors hereinafter jointly "business division sales").

Part A of these GTC contains general conditions that apply to both the special conditions for advertising customers (content commissions, media- and agency services) in part B, for exhibitors and sponsors in part C, and for organizer in part D. The special conditions in parts B., C., and D. are independent of each other in terms of validity.

1.2 These GTC exclusively apply to entrepreneurs. Entrepreneurs are any natural or legal entity or judicable partnership that acts within the scope of its commercial or self-employed work when entering into a legal agreement.

1.3 CP is any natural or legal entity or judicable partnership that sends VCG a request, commissions VCG, or acts in any other way for VCG in the business division sales.

1.4 Contrasting or deviating conditions to these GTC are not accepted unless an express written agreement with VCG is made. These GTC shall also apply if VCG unconditionally provides services in knowledge of contrasting conditions or CP conditions deviating from these conditions.

1.5 VCG reserves the right to unilaterally alter the GTC at any point. Changes to the GTC shall be disclosed to the CP in writing or electronically (e.g. via email). The CP may object to the updated version of the GTC within 2 weeks after said disclosure. Without objection, changes shall be deemed accepted. If the CP objects to changes to the GTC, VCG shall have the right to terminate the contractual relationship with immediate effect.

1.6 These GTC are valid in their most recent updated form at the respective point in time of the legal transaction being concluded or the contractual-like relationship being entered. Unless agreed otherwise, they shall also apply to any future legal transactions or contractual-like relationships, even if not expressly agreed upon again. The currently valid version of these GTC can be found at https://www.msm.ch/conditions_sales.

2. Conclusion of contract

Offers from VCG constitute a request to the customer to themselves make an offer for the conclusion of a commission. A commission between the parties is concluded when the CP has presented VCG with a binding offer for the conclusion of a contract at least in writing and the acceptance of the services offered at the included conditions and subject to these GTC has been declared binding by VCG and received by the CP.

3. Contractual relationships and contents

3.1 VCG is a B2B communications business for customer specific B2B communications solutions. The goal of the cooperation between the CP and VCG is particularly the optimization and expansion of the CP's presence in advertisement and communication, its products and/or services on the market, and the provision of opportunities for presenting the business scope and products of the CP. Additionally, VCG may be commissioned by CP for event solutions in the on- and offline section.

3.2 The CP can act as advertising customer to commission VIT to create content meant for use on the communication channels of the CP, such as the CP's website, social media channels, product brochures, catalogues, etc., and to generate additional opportunities for commercial and communication presence of the CP. The services ordered in detail result from the commission subject to these GTC and special conditions in part B.

3.3 Additionally, as an exhibitor or sponsor, CP can book services and content of VCG's respective event service packages for one or more events, in particular, CP may commission VCG with the provision of exhibition space (in the case of in-person or hybrid event format) or with the provision of virtual presentation space and digital activities on the respective online event platform (in the case of hybrid and digital event format). The CP must submit its registration for an event to VCG in the form provided for this purpose and said registration represents a binding offer to conclude a commission regarding the corresponding event service package chosen by the CP. If VCG accepts the offer with reference to the validity of these general terms and conditions, and the special terms and conditions in part C., the commission of the event service package chosen by the CP shall be concluded by notification of the admission by VCG to the CP. Additionally, lit. 2 of these GTC shall apply to the conclusion of the contract. The CP has no claim to admission.

3.4 As an organizer, the CP may commission VCG with the planning, organization, and coordination of (on- and offline and hybrid) events and related services. The services ordered in detail result from the commission subject to these GTC and special conditions in part D.

3.5 The scope and content of the services owed by the CP and VCG shall be determined in the commission. The closed commission between VCG and CP is essential for this. VCG does not owe the verification of the legal admissibility of advertising (in particular competition law, labelling law, food law, and pharmaceutical law), if this has not been expressly agreed otherwise in writing.

3.6 The services owed by VCG according to sections 3.2 and 3.3 are hereinafter also uniformly referred to as the "subject of arrangement". VCG does not guarantee any commercial success.

3.7 VCG is entitled, at its own discretion, to perform the services itself, to use competent third parties as proxies for the performance of services under the contract, and/or to substitute such services (hereinafter "external services").

3.8 Commissioning external services takes place in the name of VCG but is chargeable to the CP's account. VCG will invoice the CP for any arising costs.

3.9 Unless otherwise agreed, invoices shall be due without deduction within 30 calendar days of complete delivery and performance (including any agreed acceptance), and invoicing. If payment is received within 14 calendar days, a discount of 2% on the net amount of the invoice shall be granted, unless otherwise stated in the commission confirmation or invoice. Agency services, cover pages and ancillary costs, exhibitor and sponsoring packages, and event services according to part D. are excluded from the discount.

3.10 The contractual agreements between the parties correlate as follows:

- Commission including potential attachments,
- these GTC, respective up to date version,
- legal provisions.

In the event of any contradictions, the contractual bases shall apply in the order listed.

4. Confidentiality and data protection

4.1 VCG will treat the transmitted subjects of performance as confidentially as state-of-the-art technology allows; however, for electronic data transmission, VCG cannot guarantee 100% confidentiality.

4.2 The parties shall treat as confidential all documents, information, and data they receive for the realization of the contractual relationship and which are designated to them as confidential and shall use them only for the realization of the respective commission. Commissions concluded between the parties shall also be deemed confidential. The parties shall impose a corresponding obligation on their employees and third parties involved in the commission, in particular subcontractors. Independent of the reason for a potential termination, these obligations shall remain in effect even after the termination of the respective commission for two years from the end of the contract.

4.3 The CP authorizes VCG to process the data received in connection with the business relationship in accordance with applicable data protection laws. VCG declares that its employees and proxies are bound by strict confidentiality and compliance with data protection, and that VCG has taken all necessary technical and organizational measures to ensure the execution of the provisions of applicable data protection laws.

4.4 If the CP commissions VCG to conduct a lead campaign and receives lead data from VCG for this purpose, the CP is obligated to comply with its information obligations in accordance with art. 14, GDPR, within 30 days of transmitting the lead data.

5. Cession and offset

The CP may only transfer the rights and obligations arising from this contract given express written consent of VCG. The CP may only offset claims of VCG against undisputed or legally established claims.

6. Force majeure

Force majeure or other unforeseeable events for which VCG is not responsible and which make it substantially more difficult or temporarily impossible to provide the contractual services, including pandemic, strike, lockout, and regulatory actions, shall allow VCG to postpone the performance of its services for the duration of the hindrance plus a reasonable start-up period. VCG will immediately inform the CP of the occurrence of such hindrances to performance. If the delays resulting from an event in accordance with sentence 1 above exceed the period of six weeks, and if an adjustment of the contract is not possible and not reasonable for either party, both parties are released from their performance obligations agreed upon in the commission. Services delivered by VCG are to be remunerated by the CP according to their share. Damage claims are excluded in such a case.

7. Form

7.1 Unless otherwise agreed in the respective commission or in these GTC, all agreements between VCG and the CP regarding contractually owed services, and all modalities of the performance of the services shall require text form.

7.2 For all other legally relevant declarations and notifications of the CP towards VCG regarding the commission (e.g. deadline, reminder, withdrawal) the requirement of the written form shall apply. Legal formalities and further proofs, in particular in case of doubts about the legitimacy of the declaring party, remain unaffected by this.

8. Place of execution, place of jurisdiction, and severability clause

8.1 Place of execution is Thalwil.

8.2 Place of jurisdiction for any arising legal disputes between VCG and CP is Thalwil.

8.3 Swiss law is exclusively applicable. In the event of disputes with the event management, participants submit to the jurisdiction of the ordinary courts of the Canton of Zurich. VCG may also choose to assert its claims against a participant before the court of the place where the participant has his or her place of residence or registered office. Amendments and supplements, as well as termination of the agreement with VCG must be in writing to be effective. This also applies to the amendment of this written form clause.

8.4 Changes and additions, and termination of the contractual relationship with VCG must be in writing to be effective. This also applies to any alteration of this written form provision.

8.5 Should one or more provisions of these GTC be or become invalid or void, the validity of the remaining provisions of these GTC shall remain unaffected. This applies accordingly to the filling of a gap in the contract.

8.6 The invalidity of individual provisions of these GTC shall not affect the validity of the remainder of the commission.

Part B. Special conditions for advertising customers (content orders, media and agency services)

These special conditions apply in addition to the provisions in part A to commissions placed by the CP as an advertising customer commissioning VCG with content orders, media, and/or agency services.

9. Cooperation duties and approvals, acceptances, releases

9.1 The CP shall grant approvals, acceptances, and releases detailed in the commission in due time to ensure that workflow at VCG and its suppliers and thus the jointly fixed objectives are untouched. Approvals, acceptances, and releases which are not provided or are provided late may cause additional costs which shall be borne by the CP. Approvals, acceptances, and releases are deemed granted if VCG does not receive a statement from the client within a period of 7 days after VCG has sent the respective subject of performance to the client. Acceptance shall be deemed granted at the latest upon use or payment of the remuneration.

9.2 The information and materials provided by the CP serve as an essential basis for the services of VCG. The CP guarantees VCG the correctness of the information and is liable for any legal consequences of incorrect information provided. The CP shall ensure that VCG

obtains the rights required to use said materials and shall indemnify VCG against any claims by third parties in respect to the respective materials.

9.3 If the CP fails to comply with its duty to cooperate, VCG shall request the CP to do so within a reasonable period of time in writing (text form, e.g. e-mail suffices). If the client does not comply with its information obligation despite a deadline to do so, VCG shall be entitled, at its own discretion, either to provide its service based on the information already available or to rescind from the contract. VCG may also claim compensation for any expenses incurred by VCG within the scope of the contractual relationship which were in vain or were additionally incurred as a result of the breach of duty by the CP. Further claims for damages remain unaffected.

9.4 If a concept or other service must be modified due to the correction of previously provided information or as a result of the subsequent filing of information, this shall always be deemed to be an extension of the scope of services and shall be remunerated subsequently.

9.5 Each party shall designate to the other party a contact person authorized to give and receive information and declarations of intent, and who also assumes full responsibility for the orderly performance of the contractual services.

10. Remuneration and prices / price changes

10.1 The prices stated in the commission shall be deemed agreed between the parties, plus the VAT rate applicable at the time of performance.

10.2 In the case of agreed regular services, i.e. term projects, a monthly lump-sum fee (hereinafter "retainer") shall be agreed.

10.3 Services that exceed the scope of the retainer will be agreed upon as additional single orders based on the commission. For this, VCG shall make an estimate and an offer on the basis of the commission. A single order is concluded in accordance with the provision in section 2 of these GTC.

10.4 In the case of project-related services without continuous commissioning of VCG, VCG shall inform the CP of the likely total costs in a non-binding contract offer. The CP shall then submit a binding offer to VCG, and thus, given VCG's commission confirmation, the costs for the respective services shall be deemed agreed.

10.5 Invoicing for the services provided by VCG, as well as for the costs incurred through the commissioning of third parties and for expenses, shall be in subsequent monthly form or, based on a separate written agreement, after the completion of a project.

10.6 Travel expenses for experts commissioned by VCG shall be reimbursed by the CP. Travel expenses include in particular the costs for transportation (airplane, cab, rental car or, train) and for accommodation. For flights, the costs are only reimbursable for the use of economy class, for train travel only for second class, and for accommodation only for a four-star hotel, unless the employee is accommodated in a hotel of the CP.

11. Maturity of the subject of performance

11.1 The maturity date of VCG's services shall be based on the joint agreements between VCG and the CP who shall agree on a schedule in the commission and adjust it if necessary.

11.2 In the event of delays in performance for which VCG is responsible, the duration of the grace period to be legally set by the CP shall be two weeks, given the nature of the services

to be provided by VCG allowing it, and shall begin upon receipt of the written notice of grace by VCG.

12. Term and termination of contracts and rescission

12.1 The contract term specified in the commission and the notice periods specified therein shall apply. There shall be no ordinary right of termination on the part of the CP in the case of a fixed-term commission. In the absence of a termination provision in the case of open-ended commissions, an ordinary notice period of three months, in each case by the end of the year, shall be deemed agreed between the parties. Notice of termination must be in writing.

12.2 The right to extraordinary termination remains unaffected. Serious grounds for termination exist in particular if: one party breaches essential obligations or repeatedly breaches non-essential obligations arising from the contractual relationship and does not remedy the breach within a reasonable period of time after being requested to do so by the other party, or one party cannot reasonably be expected to adhere to the contract as a result of force majeure, or insolvency proceedings have been instituted against the assets of the other party, or such proceedings are imminent.

12.3 If a commission is terminated or canceled by the CP prior to the start of its execution, or if the CP withdraws from the commission for reasons for which VCG is not responsible, VCG shall charge a lump sum of 50% of the commission amount for expenses incurred, unless the CP proves that no or only significantly lower damages were incurred.

12.4 If a commission is extraordinarily terminated by the CP after the start of its execution or if the CP withdraws from the commission for reasons for which VCG is not responsible, VCG shall be entitled to invoice the services delivered up to that point in accordance with the commission and to demand reimbursement of all costs incurred and to demand that the client indemnify and hold VCG harmless with regard to any claims of third parties, in particular contractors.

12.5 Deviating from sections 12.3 and 12.4, the following product-specific cancellation conditions apply to the subjects of performance listed below, whereas VCG need to be notified of cancellations and rebookings in writing:

12.5.1 Web-based seminar / whitepaper / advertorial campaigns / cover page / inner cover page / 4. cover page:

- 25 % cancellation fee in general
- 50 % cancellation fee from 12 weeks before publication date (print bookings) or start date (online bookings)
- 100 % cancellation fee from 14 days before publication date (print bookings) or start date (online bookings)

12.5.2 Digital (excluding the services at 12.5.1):

- 50 % cancellation fee from 4 weeks before start date
- 75 % cancellation fee from 2 weeks before start date
- 100 % cancellation fee from start date

12.5.3 Print:

- 50 % cancellation fee from 4 weeks before advertising deadline
- 75 % cancellation fee from 2 weeks before advertising deadline
- 100 % cancellation fee from advertising deadline

12.5.4 Fair newspapers:

In case of cancellation of a trade fair, VCG cancels the commission without any costs for the CP. In case of postponement of the trade fair, the agreed service of the commission shall be postponed until the new start date of the trade fair. If the CP does not agree to postponement, lit. 12.5.3 of these GTC shall apply.

In all of the cases mentioned above, the SP is entitled to prove that VCG has not incurred any damages or only significantly lower damages than the aforementioned cancellation fees.

12.6 VCG reserves the right to assert further claims for damages.

13. Rights of use

13.1 In the event that a service obtains copyright protection through processing by VCG, VCG shall transfer to the CP a non-exclusive right of use unlimited in terms of space, content, and time. This right of use includes in particular the right to reproduce, distribute, and make publicly available the work in whole or in part. The right to modify and transfer to third parties is included. Any differing granting of rights of use requires an individual agreement in writing.

13.2 The granting of any rights of use shall take place upon acceptance and, subject to a condition precedent, upon full payment of the agreed remuneration.

13.3 Rights of use for designs rejected or not executed by the CP remain with VCG. This also applies to VCG's services that are not subject to special statutory rights, in particular copyright.

14. Editorial independence

VCG may internally employ editorially independent specialist editors of its own media brands to provide services for the CP. The work of the editors for VCG's media brands remains unaffected by the project work for the CP and is carried out independent from each other. The editors are free to also publish product information about the CP for their editorial work.

15. Warranty

If VCG's services have the character of a contract for services, the following provisions shall apply:

15.1 Said services are subject to acceptance. Further details on acceptance shall be agreed between the parties in the individual contract.

15.2 The CP has to notify VCG immediately in writing of any defective service. As far as a rectification of defects is possible and feasible with reasonable effort, VCG has the right to rectify defects for which it is responsible.

15.3 A defect exclusively exists if the subject of performance does not have the contractually agreed quality or is not suitable for the contractually required use. The contractual quality of the subject of performance results in particular from the commission provisions. Negligible deviations shall not constitute a defect.

15.4 In the event of refusal, impossibility, failure, or unreasonable delay in the rectification of defects, the CP may, at their discretion, demand the rescission of the contract or the reduction of the remuneration.

15.5 Warranty claims of the CP shall become time-barred within a period of six months after completion of the respective services.

15.6 Claims based on warranty liability without fault and the right of self-remedy are excluded.

15.7 VCG shall be liable for consequential harm caused by a defect only in accordance with the liability provisions set forth in these GTC. This exemption from liability shall not apply if a warranty of quality was given which covers the consequential damage caused by a defect and if the damage caused by the defect stems from the lack of such quality.

16. Liability

16.1 If not further regulated in the other provisions, VCG shall be liable for damages due to breach of contractual or non-contractual obligations only in case of intent and gross negligence. The limitation of liability also applies to legal representatives, executives, and proxies. VCG shall only be liable for slight negligence in case of breach of an essential contractual obligation (cardinal obligation), and in case of damage resulting from injury to life, body, or health. In the event of a slightly negligent breach of cardinal obligations, however, the obligation to pay compensation shall be limited to the foreseeable damage typical for the contract. Cardinal obligations are obligations which are essential to be fulfilled for the proper performance of this contract and on the observance of which the other party may regularly rely.

16.2 VCG shall not be liable for the factual information about the CP's products contained in the subject matter of the performance or the protectability under copyright, design, trademark, or brand law of the ideas, proposals, concepts, drafts, etc. delivered within the scope of the commission, unless this protectability was expressly agreed in writing as part of the contract.

16.3 The liability for breaches of duty, which occurred neither intentionally nor grossly negligent, is limited to the sum of the contractual fees, which the CP has paid to VCG for the period of two years prior to the occurrence of the damaging event within the scope of the specific contractual relationship. This does not apply to liability for injury to life, body, and health.

16.4 VCG is liable to entrepreneurs only in case of intent and gross negligence for atypical/unforeseeable indirect damages and consequential damages, and for loss of profit. In this case, VCG's liability is limited to the contract-typical foreseeable damage, at most to the sum of the contractual fees which the CP has paid to VCG for the period of two years prior to the occurrence of the damaging event within the scope of the specific contractual relationship. This does not apply to liability for injury to life, body, and health.

17. Retention, archiving, and release of data and documents

17.1 All reports, print documents, films, and illustrations created by VCG for the CP shall be safely stored by VCG without separate remuneration for a period of one year, beginning with the termination of the respective communication measure, and shall be handed over during this period at the request of the CP. After expiration of the retention period or in the event of termination of the contract before expiration of this period, the documents shall be handed over to the CP at the CP's written request, otherwise they shall be destroyed. The aforementioned documents may also be stored in digital form.

17.2 The CP shall bare the costs of the compilation of data, shipment, packaging, storage beyond the agreed period and, if applicable, the costs of removal and destruction as well as the activities and insurance in connection therewith.

17.3 VCG may immediately destroy documents that are no longer required, such as manuscripts, sketches, drafts of unrealized advertising measures, or similar documents.

18. Self-promotion

VCG and its affiliated companies within the meaning of §§ 15 of the German Stock Corporation Act (AktG) are permitted to use the results of the work or excerpts from the orders free of charge for the purpose of self-promotion - even after the end of the contract period.

Part C. Special conditions for exhibitors and sponsors

These special conditions apply in addition to the provisions of part A. for the CP commissioning VCG regarding the provision of exhibition space for in-person and hybrid events or, additionally for hybrid and digital events, if need be, with the provision of virtual presentation options and the access to the online event platform for their exhibitor and sponsor activities according to their event service package of choice.

19. Participation

19.1 The admission to an exhibition space or online space at an event by VCG communicated to the CP refers only to the registered CP and to the exhibition goods, presentation materials, and services confirmed in the note according to the event service package chosen by the CP.

19.2 The approval may be revoked by VCG if it was granted on the basis of false or incomplete information, or if the requirements for approval subsequently cease to apply.

20. Special conditions for in-person events, for in-person services as part of hybrid event formats

20.1 Space allocation

20.1.1 VCG shall provide the exhibition space in the registered offer area in accordance with the specifications of the event service package booked in each case and in accordance with the provisions of this Part C. For hybrid event formats, VCG shall additionally provide the CP with access to the online event platform in accordance with the event service package booked in each case and in accordance with the provisions applicable to digital events (sec. 21)

20.1.2 Special wishes of the CP (e.g. placement, neighbourhood, stand design, competition exclusion, etc.) will only be bindingly taken into account if they are expressly confirmed by VCG in the admission.

20.1.3 VCG shall be entitled to allocate the CP an exhibition area in a different location from the exhibition area, to change the size of the exhibition area, to relocate or close entrances and exits to the exhibition grounds, if compelling technical or organizational reasons require it.

20.1.4 Without the prior consent of VCG, the transfer of the CP's rights stemming from the surrender contract, in whole or in part, to third parties is not permitted. The same applies to a transfer of the exhibition space allocated to the authorized CP, in whole or in part, to third parties.

20.2 Technical services, services

20.2.1 VCG provides basic heating, cleaning, and lighting for the exhibition hall.

20.2.2 Installations of supply and disposal connections may only be ordered via VCG or via a service provider commissioned by VCG.

20.2.3 The CP shall be separately charged for the costs for installation and consumption of water, electrical and telecommunication connections of the individual stands, and any other services.

20.2.4 In addition to these GTC, the contractual basis for the participation of the customers in the events are the house rules of the operator of the respective event location as well as the organizational, technical and other provisions that are sent to the CP before the start of the event.

20.3 Cleaning, waste disposal

VCG is responsible for cleaning the grounds, halls, and aisles. The CP is responsible for cleaning the exhibition area and waste disposal. Cleaning must be completed daily before the start of the event. If the cleaning and waste disposal is not done in a proper manner, VCG, after setting an appropriate deadline, may hire a specialized company at the expense of the CP.

20.4 Guarding

The CP is obligated to guard their property themselves. VCG shall not be liable for loss of and/or damage to the property of the CP, unless the damage was caused by VCG intentionally or by gross negligence.

20.5 Operation and return of the exhibition stands

20.5.1 The stand must comply with technical and legal guidelines. If necessary, official permits and regulations, and construction and operational requirements must be obtained and fulfilled by the CP at their own expense. In case of non-compliance, VCG is entitled to have changes made at the expense of the CP and, if necessary, to impose a stand block.

20.5.2 The CP is solely responsible for traffic safety on their stand, including all access points.

20.5.3 During the opening hours of the event, the stand must be made accessible to visitors. If the stand is not operated in accordance with the contractual agreements, VCG may remove the stand at the expense of the CP and allocate the exhibition space otherwise. The CP shall not be entitled to a refund of the stand fees unless they can prove that VCG was able to generate revenue from the alternative allocation of the stand space.

20.5.4 Stand construction and dismantling must be completed at the specified times. Stand construction and dismantling or other changes are not permitted if it could lead to a disruption of the event. If stand construction and dismantling are not completed within the specified times, a contractual penalty of 25% of the rental price plus VAT is payable in addition to the stand rental. This applies in particular to the dismantling of the stand before the start of the official dismantling period on the last day of the event.

20.5.5 After the end of the event, the space must be left in the same condition as it was when it was allocated to the CP. Damage or pollution caused by the CP may be removed at the CP's expense without prior notice.

21. Online services for hybrid and digital events

21.1 Access to the online event platform, system requirements

21.1.1 Generally, the provision of access to the event platform, and the use of the functionalities of the event platform, and, if applicable, the provision of storage space for the data made accessible by the CP on the event platform to the agreed extent is the subject of booking services in connection with digital events or the digitally conducted part of hybrid events.

21.1.2 VCG does not provide the CP with an access software. Generally, access is granted via a browser supported by the event platform and meeting the system requirements of VCG. Unless noted otherwise in the specification of services of the respective event service package, these system requirements are:

- A standard broadband Internet connection;
- An up-to-date Internet browser;
- For active participation: Headphones, microphone, and webcam/cam;
- For passive participation: Speakers and headphone.

21.1.3 The system requirements are part of the contract provisions. The CP must check in due time before their participation in the digital or hybrid event whether the connection to the event platform can be established, and, if applicable, quickly solve any technical malfunctions for which they are responsible. If a technical connection to the event platform cannot be established, VCG shall be informed in due time.

21.1.4 VCG does not owe the CP the provision and/or functionality of the browser.

21.1.5 The CP shall take the necessary precautions to prevent access to the event platform by unauthorized parties.

21.2 Availability of the event platform, additional service levels

21.2.1 VCG guarantees the CP availability of the event platform including accessibility and reachability necessary for a successful execution of the respective event.

21.2.2 VCG shall not be liable for any malfunctions, interruptions, or failures on the event platform that

- a) VCG is not responsible for, in particular impairments based on failures and/or malfunctions of technical systems and/or network components outside the area of responsibility of VCG; this includes
 - failures caused by incoming cyber attacks. This does not apply if VCG is obligated to use virus protection programs, and these were not up-to-date at the time of the cyber attack;
 - Failures caused by incorrect use of software or hardware on the part of the CP; maintenance work agreed with the CP or unforeseen mandatory maintenance work for which
- b) VCG is not responsible or agreed workarounds (e.g. use of another event platform as an alternative).

21.2.3 The CP shall immediately notify the designated contact person of VCG or the designated support contact person of VCG responsible for the respective event of any disruptions, availability restrictions, or availability failures they notice. In the event of disruptions, VCG assures to react within an appropriate and reasonable period of time and to find a solution, given the disruption be within their responsibility.

21.3 Duties of the CP, liability for illegal content, compliance with legal frameworks

21.3.1 The CP shall be liable for ensuring that, within the scope of the functions and digital presentation options available to them on the event platform, no racist, discriminatory, pornographic, youth-protection-endangering, politically extreme, or any other unlawful incident, or incidents violating official provisions or requirements occur, or that corresponding data are created and/or stored on the server of the operator of the event platform. In particular, the following actions on the event platform are forbidden for the CP:

- Posting, distribution, offering, and advertising of pornographic content, services and/or products that violate the Youth Protection Act, data protection laws, and/or other laws and/or are fraudulent;
- Use of content that may insult or defame VCG or third parties or may damage VCG's reputation;
- Use, provision and distribution of content, services and/or products that are protected by law or protected by third-party rights (e.g. copyrights) without being expressly authorized to do so.

21.3.2 Furthermore, the following activities are prohibited for the CP irrespective of any possible violation of the law, when posting their own content via the features of the event platform, and when communicating with other participants and/or moderators (e.g. by sending personal messages, by participating in forum discussion, or by writing guestbook entries):

- Distribution of viruses, Trojans, and other malicious data;
- Sending junk or spam e-mails and chain letters;
- Spreading lewd, offensive, sexually oriented, obscene, or defamatory content or communication, and content or communication that is/are likely to promote or support racism, bigotry, hatred, physical violence, or illegal acts (both explicitly or implicitly);
- Harassing other customers, participants, and/or moderators, e.g. by repeatedly contacting them personally without permission or contrary to the reaction of the person contacted, and encouraging or supporting such harassment;
- Soliciting other customers, participants, and/or moderators to disclose passwords or personal data for commercial or unlawful purposes;
- Distribution and/or public reproduction of content available on the event platform, unless the CP is expressly permitted to do so by the respective author.

21.3.3 The CP assures to own all rights, in particular all copyrights, rights of use, and ancillary copyrights to the contents posted by them. If the CP is not the author of the posted content, they assure the ownership of the unrestricted right of use to said content. The CP assures the ownership of unrestricted exploitation rights, the non-existence of third-party rights for the submitted content, and that no personal rights have been violated in the representation of people. The CP assures to have acquired the rights of all authors, ancillary copyright owners, trademark owners, and other rights holders mandatory for publication, exploitation, and making available to the public, in particular that people depicted have given their express consent to the exploitation and evaluation of the image as part of the application via the CP's profile.

21.3.4 Each party shall designate to the other party a contact person authorized to give and receive information and declarations of intent, and who also assumes full responsibility for the orderly performance of the contractual services.

21.3.5 The CP adheres to applicable data protection provisions. In accordance with General Data Protection Regulation (GDPR), the CP is the controller of any personal data processed by them, e.g. additional event participants added by them (if agreed). If the CP stores or processes personal data on the systems of the event platform, this shall be secured by concluding a corresponding data protection agreement on commissioned processing in addition to the existing contractual agreements.

22. Advertising, marketing, press, specialist lectures

22.1 Advertising is admissible within the stand (for in-person or in-person parts of hybrid events). Outside the exhibitor's stand - in particular on tables, wall surfaces, in stairwells, as well as in the corridors of the exhibition halls - advertising is only permitted for money given VCG's prior consent. The admissibility of advertising measures on the online event platform depends on the event service package booked by the CP.

22.2 Only advertising measures are permitted that do not violate statutory provisions or morality or are of an ideological or political nature. Visual, moving, and acoustic advertising media, musical renditions, and product presentations are permitted in compliance with legal/official regulations, provided other customers are not unreasonably impaired. VCG is entitled to prohibit the publication, distribution, and display of advertising material that may lead to objections and to seize any stock of the advertising material for the duration of the event. The same applies to making unlawful or otherwise objectionable advertising material or content publicly available pursuant to sections 4078 and 4079 on the event platform. In this case, VCG may, depending on the severity of the violation and the extent of a complaint, exercise their domiciliary rights and, in particular, exclude the CP from participation in the event or block their access to the event platform, unless this is unreasonable for the CP.

22.3 VCG is entitled to use the name and logo of the CP on advertising and marketing materials (e.g. advertisements, websites) for the preparation and execution of the event free of charge. The CP is obliged to provide VCG with a logo of appropriate quality.

22.4 Photography, video, and film recordings of the exhibits are permitted, given the respective CP's consent. VCG is entitled to make or create photographs, film and video recordings, and drawings of the event, the stands and the exhibited goods or to have them made by the press and to use them for advertising purposes or general press publications free of charge. This section 4082 shall apply accordingly to digital recording options for digital event formats, in particular to screenshots and screencasts, for example of digital presentation areas of the CP.

22.5 The organizer is entitled to restrict or prohibit performances that endanger or significantly impair the execution of the event.

23. Payment maturity

23.1 The agreed fees (rental of the exhibition space, advance payments for ancillary costs, advertising measures, access to the online event platform, etc.) are due upon receipt of the invoice.

23.2 VCG is entitled to demand advance payment of the agreed fees. If the client fails to meet the payment deadline, VCG may exclude them from participation in the event. The obligation to pay the agreed fees remains unaffected by this.

23.3 The CP shall bare the costs for travel to and from the event, overnight stays, and comparable costs.

24. Cancellation, changes

24.1 Unless otherwise stated or agreed in the commission or in the commission confirmation, the CP is entitled to cancel the commission in writing. A lump-sum compensation shall be paid by the CP to VCG in case of cancellation according to the following gradients:

- Cancellation up to 12 weeks prior to the event: 25% of the agreed remuneration
- Cancellation up to 8 weeks prior to the event: 50 % of the agreed remuneration
- Cancellation up to 6 weeks prior to the event: 75 % of the agreed remuneration
- Cancellation less than 6 weeks prior to the event: 100 % of the agreed remuneration
- The client is entitled to prove that VCG has not suffered any damage at all due to the cancellation or that the damage is lower than the flat rates listed above.

24.2 Furthermore, VCG has the right to change the event for important reasons (e.g. changes to the program, the format (in-person, hybrid, or digital), timing, schedule, location, or venue). VCG will notify AG separately in text form of any substantial changes. Any changes shall also be published on the website. Thus, the CP must inform themselves in good time about such changes.

25. Liability

25.1 The insurance of the exhibition goods against all risks of transport and during the event against damage, theft, etc. is the CP's responsibility.

25.2 The CP shall be liable for any damage caused to third parties by its participation in the event, including damage to the premises and facilities of the organizer. The CP is solely responsible for the contents of advertisements, brochures, and other information material.

25.3 In all other respects, the liability provisions of these GTC's section 16 shall apply.

26. Warranty

The claims of the CP arising from the commission and from all legal relationships in connection with it shall become time-barred within 6 months. The period begins upon return, i.e. in the case of in-person events upon complete clearance of the exhibition space, or in the case of digital formats upon termination of the event and discontinuation of access to the event platform, unless otherwise agreed with the CP (e.g. in cases where access to the event platform is still required for the use of further services following the respective event).

Part D. Special conditions for organizers

These special terms and conditions shall apply in addition to the provisions in part A. for the CP commissioning VCG with the planning, organization, and coordination of an event and further related services, the details of which (date, location, sequence, technical details, etc.) are derived from the commission.

30. Obligations to cooperate, approvals, releases

30.1 The CP shall grant approvals and releases detailed in the commission in due time to ensure that workflow at VCG and its suppliers and thus the jointly fixed objectives are

untouched. Approvals and releases which are not provided or are provided late may cause additional costs which shall be borne by the CP. Approvals, and releases are deemed granted if VCG does not receive a statement from the client within a period of 7 days after VCG has sent the respective subject of performance to the client. Acceptance shall be deemed granted at the latest upon use or payment of the remuneration.

30.2 The information and materials provided by the CP serve as an essential basis for the services of VCG. The CP guarantees VCG the correctness of the information and is liable for any legal consequences of incorrect information provided.

30.3 If the CP fails to comply with its duty to cooperate, VCG shall request the CP to do so within a reasonable period of time in writing. If the client does not comply with its information obligation despite a deadline to do so, VCG shall be entitled, at its own discretion, either to provide its service on the basis of the information already available or to rescind from the contract. VCG may also claim compensation for any expenses incurred by VCG within the scope of the contractual relationship which were in vain or were additionally incurred as a result of the breach of duty by the CP. Further claims for damages remain unaffected.

30.4 If a concept or other service must be modified due to the correction of previously provided information or as a result of the subsequent filing of information, this shall always be deemed to be an extension of the scope of services and shall be remunerated subsequently.

30.5 The expected number of participants must be announced no later than 5 working days before the event. This stated number of participants is binding and must be adhered to.

30.6 Given a VCG risk assessment shows that additional safety precautions must be taken (e.g. provision of paramedics, etc.), the CP shall be obliged to take the corresponding precautions or to commission VCG to do so.

30.7 The catering of the premises shall be carried out by the approved catering partners. The CP may propose another caterer in coordination with VCG. There is no claim to admittance for the proposed caterer.

40. Organizer

40.1 The CP is the sole organizer of the event conducted within the scope of the contractual relationship. Given their role as organizer, the CP assume sole responsibility for all liability-related matters for the visitors and participants of the event or for third parties. VCG shall only be deemed as the organizer given a separate written agreement.

40.2 The CP themselves shall be obliged to obtain, maintain, and comply with all required permits or conditions under public law that may be necessary for the execution of the event.

40.3 The CP shall be responsible, at their own discretion, for taking out appropriate, at least normal market, organizer's liability insurance for personal injury and property damage for the period of the event.

40.4 The CP indemnifies VCG against any liability for personal injury and property damage arising in the course of the performance of the event in accordance with this contractual relationship.

40.5 On all printed materials, posters, admission tickets, invitations, etc., the CP shall be indicated as the organizer in order to clearly signal a legal relationship being established between the event visitor and the CP, and not between the visitor or third parties and VCG or its affiliated companies.

40.6 When mentioning the name "Vogel Convention Center" (hereinafter "VCC") on announcements of any kind (including on the Internet) printed materials, posters, and admission tickets, only the original VCC lettering and/or the original VCC logo shall be used. The corresponding templates are provided exclusively for this purpose via VCG.

41. Provisions for the rental of premises and objects

41.1 The CP must treat rented furniture with care.

41.2 Premises shall be handed over to VCG by the CP in clean-swept condition. Attachments of decorations, stages, or similar objects or materials to the walls, floors, and ceilings of the rented premises are not permitted. In particular, adhesive tapes may not be used and drilling or similar may not be carried out. Laminating of glass panes of any kind inside and outside is expressly prohibited. The suspension of cross beams on the ceilings may only be carried out under the supervision of the hall master, or after consultation with VCG. The electrical connection or any meddling with electrical installations requires the prior consent of VCG.

41.3 Commercial image and sound recordings or transmissions require the prior written consent of VCG.

41.4 VCG provides basic heating, cleaning, and lighting for the exhibition hall.

41.5 Installations of supply and disposal connections may only be ordered via VCG or via a service provider commissioned by VCG.

41.6 The CP shall be separately charged for the costs for installation and consumption of water, electrical and telecommunication connections of the individual stands, and any other services.

41.7 In addition to these GTC, the contractual basis for the CP renting the premises are the house rules of the operator of the respective premises, as well as the organizational, technical, and other provisions that are sent to the CP before the start of the event.

41.8 The CP is responsible for cleaning the premises and waste disposal. Cleaning has to be conducted immediately after the end of the event. If the cleaning and waste disposal is not done in a proper manner, VCG, after setting an appropriate deadline, may hire a specialized company at the expense of the CP.

41.9 The CP is obligated to guard their property themselves. VCG shall not be liable for loss of and/or damage to the property of the CP, unless the damage was caused by VCG intentionally or by gross negligence.

42. Provisions for booking online seminars

42.1 The subject matter when booking services in connection with online seminars shall generally be the provision of the online seminar software application, and the use of its functionalities, and the provision of storage space for the data provided by the CP to the agreed extent. The data may also include the PowerPoint presentations, lists of participants, and other materials used by the CP upon their request. Participants are those users of the online seminar who make use of an offer of the CP, in particular such an offer to participate in an online seminar.

42.2 Here, the contractual relationship shall be established exclusively between VCG and the CP. The participants of the online seminar shall not become parties of the existing contractual relationship between VCG and the CP.

42.3 VCG shall not provide access software to the CP. Access shall be made via a browser supported by the application that complies with VCG's system requirements. The respective system requirements are available via the URL www.vogel.events/systemvoraussetzungen. These are:

- a standard broadband Internet connection;
- an up-to-date Internet browser;
- for active participation: Headphones, microphone, and webcam/cam;
- for passive participation: Speakers and headphone.

42.4 The system requirements shall be an integral part of the contract. Before conducting an online seminar or participating in an online seminar, the CP needs to check in due time whether the connection to the virtual conference rooms can be established and, if necessary and within their realm or responsibility, remedy any existing technical malfunctions in due time. If a technical connection cannot be established, VCG must be informed immediately.

42.5 VCG does not owe the CP the provision and/or functionality of the browser.

42.6 The CP shall take the necessary precautions to prevent the use of the online seminar and the API by unauthorized parties.

42.7 The CP shall be liable for ensuring that no racist, discriminatory, pornographic, youth-protection-endangering, politically extreme, or otherwise unlawful incidents or incidents in violation of official regulations or requirements occur within the scope of the online seminars or that corresponding data are created and/or stored on VCG's server. This obligation of the CP shall also apply with regard to the contents posted by the participants of their offers. In particular, the following actions are forbidden for the CP and the participants of the online seminars:

- the posting, distribution, offering, and advertising of pornographic content, services, and/or products that violate the Youth Protection Act, data protection laws, and/or other laws and/or are fraudulent;
- the use of content that may insult or defame VCG or third parties or may damage VCG's reputation;
- the use, provision and distribution of content, services and/or products that are protected by law or protected by third-party rights (e.g. copyrights) without being expressly authorized to do so.

42.8 Furthermore, the following activities are prohibited for the CP and the participants of the online seminars irrespective of any possible violation of the law, when posting their own content in the context of online seminars and when communicating with other participants and/or moderators (e.g. by sending personal messages, by participating in forum discussions, or by writing guestbook entries):

- the distribution of viruses, Trojans, and other malicious data;
- the sending of junk or spam e-mails and chain letters;
- the spreading of lewd, offensive, sexually oriented, obscene or defamatory content or communication, and content or communication that is/are likely to promote or support racism, bigotry, hatred, physical violence, or illegal acts (both explicitly or implicitly);

Harassing other customers, participants and/or moderators, e.g. by repeatedly contacting them personally without permission or contrary to the reaction of the person contacted, and encouraging or supporting such harassment;

soliciting other customers, participants, and/or moderators to disclose passwords or personal data for commercial or unlawful purposes;
the distribution and/or public reproduction of content available in the online seminars, unless the CP is expressly permitted to do so by the respective author.

42.9 The CP assures to own all rights, in particular all copyrights, rights of use, and ancillary copyrights to the contents posted by them and/or the moderators added by him. If the CP is not the author of the posted content, they assure the ownership of the unrestricted right of use to said content. The CP assures the ownership of unrestricted exploitation rights, the non-existence of third party rights for the submitted content, and that no personal rights have been violated in the representation of people. The CP assures to have acquired the rights of all authors, ancillary copyright owners, trademark owners, and other rights holders mandatory for publication, exploitation, and making available to the public, in particular that people depicted have given their express consent to the exploitation and evaluation of the image as part of the application via the CP's profile.

42.10 Each party shall designate to the other party a contact person authorized to give and receive information and declarations of intent, and who also assumes full responsibility for the orderly performance of the contractual services.

42.11 The Parties shall observe the relevant provisions of data protection law. In accordance with General Data Protection Regulation (GDPR), the CP is the controller of the personal data of the added additional moderators and/or their participants which they process. If the CP stores or processes personal data on the systems of VCG, in particular within the scope of the online seminars, it must secure these in accordance with art. 28, GDPR. The parties therefore conclude a commissioned processing agreement in accordance with art. 28, GDPR. In the event of contradictions between this agreement and the commissioned data processing agreement, the latter shall take precedence over the former.

43. Remuneration, prices, retainer

43.1 The prices stated in the individual commission shall be deemed agreed between the parties, plus the VAT rate applicable at the time of performance.

43.2 If VCG provides additional services at the request of the CP, these shall be remunerated separately. The prices detailed in the commission apply accordingly. If the order does not contain any prices for the additional services provided, the respective VCG price list for the corresponding service shall apply.

43.3 When commissioning services with a volume of more than CHF 10'000.- (calculated according to all commissioned services), the CP shall pay a retainer of 35 % of the order value upon conclusion of the contract.

43.4 Invoices are due 30 days after receipt and payable to VCG's account.

Travel expenses for staff commissioned by VCG shall be reimbursed by the CP. Travel expenses include in particular the costs for transportation (airplane, cab, rental car or, train) and for accommodation. For flights, the costs are only reimbursable for the use of economy class, for train travel only for second class, and for accommodation only for a four-star hotel, unless the employee is accommodated in a hotel of the CP.

44. Maturity date of VCG's services

44.1 The maturity date of VCG's services shall be based on the joint agreements between VCG and the CP who shall agree on a schedule in the commission and adjust it if necessary.

44.2 In the event of delays in performance for which VCG is responsible, the duration of the grace period to be legally set by the CP shall be two weeks, given the nature of the services to be provided by VCG allowing it, and shall begin upon receipt of the written notice of grace by VCG.

45. Term, termination, cancellation, change of the event

45.1 The contract term specified in the commission and the notice periods specified therein shall apply. There shall be no ordinary right of termination on the part of the CP in the case of a fixed-term commission.

45.2 In the event of significant violations of the contractual provisions, VCG may terminate the contractual relationship without notice after issuing a warning in writing. Termination without notice may also be effected verbally during an event given significant disruption of public safety and order. In this case, the CP shall be obliged to immediately vacate and surrender all rental objects. If the CP fails to comply with this request, VCG is entitled to carry out the evacuation at the expense and the risk of the CP.

45.3 The right to extraordinary termination shall remain unaffected. Serious grounds for termination exist in particular if (i) one party breaches essential obligations or (ii) repeatedly breaches non-essential obligations arising from the contractual relationship and does not remedy the breach within a reasonable period of time after being requested to do so by the other party, or (iii) insolvency proceedings having been instituted or impending against the assets of one party.

45.4 If this agreement is terminated or canceled by the CP prior to the commencement of its performance or prior to the commencement of the event, or if the CP withdraws from the agreement for reasons for which VCG is not responsible, or if the event is canceled due to force majeure, VCG shall charge a cancellation fee according to the following pattern:

- a) Cancellation fee of 50% of the order volume up to 6 months prior to the event,
- b) Cancellation fee of 75% of the order volume between 6 and 3 months prior to the event,
- c) Cancellation fee of 90% of the order volume if less than 3 months prior to the event.

VCG reserves the right to assert further claims for damages.

45.5 VCG is entitled to withdraw from the contract if:

Security deposits and retainer payments are not paid on time,
there is reasonable cause to believe that the event threatens to significantly jeopardize the smooth operation of business, public safety, or reputation of the house,
the required official approvals are missing or are not provided in time,
the CP lies about the purpose and content of the planned event.

45.6 Unless otherwise agreed, notices of termination shall be given in writing.

45.7 VCG also has the right to change the event for important reasons (e.g. changes to the program, the format (in-person, hybrid, or digital), the time or schedule, the location or venue). VCG will notify AG separately in text form of any substantial changes. Any changes shall also be published on the website. Thus, the CP must inform themselves in good time about such changes.

46. Warranty

The claims of the CP arising from the commission and from all legal relationships in connection with it shall become time-barred within 6 months. The period begins with the return, i.e. the complete clearance of the exhibition space. In addition, the liability regulations according to section 15 of these GTC apply accordingly.

47. Liability

The liability provisions of these GTC's section 16 shall apply.

48. Reference advertising

VCG as well as its affiliated companies within the meaning of §§ 15 of the Performance Act (AktG) are permitted to use services rendered for AG for the purpose of self-promotion, even after the end of the contract period, free of charge for the purpose of advertising by means of reference.