

General Terms and Conditions of Business of welcome Veranstaltungsgesellschaft mbH

These Terms and Conditions of Business form the foundation and are a component of all contractual relationships between welcome and its principals. Any Terms and Conditions of Business of the principals which deviate from these are expressly prohibited.

Version as of July 2016

1. Contract conclusion and subject matter of the contract

- 1.1 The offers made by welcome are subject to confirmation and do not represent any legally binding offer. Contract conclusion will only come into existence upon the signing of a contract or upon written order confirmation. Subsidiary agreements, changes or supplements will only become components of a contract, if they have been expressly confirmed by welcome.
- 1.2 If the principal wishes a concept to be developed which is adapted to meet individual requirements before placing an order, then this will be remunerated at the current rates for professional fees charged by welcome and for any third-party charges which may be incurred. The crediting against the overall fees will be undertaken in the event of an order being placed, if this has been agreed with the principal.
- 1.3 Unless otherwise agreed in writing, the contractual relationship will be deemed to exist exclusively between welcome and the principal. This also applies to the contractual relationships with all service providers/funding agencies within the context of a project.
- 1.4 Changes or deviations from individual services agreed in the content of the contract which may be required after contract conclusion are permitted, provided any such changes or deviations are not significant and do not have a negative effect on the nature of the services agreed.

2. Prices and payment

- 2.1 All prices are quoted as net amounts plus VAT at the respective statutory level.
- 2.2 If the principal requests the provision of services which are not included within the range of services agreed, or if additional expenditures are incurred for which the principal is liable, then these services are to be remunerated by the principal as additional costs.
- 2.3 Any changes of the agreed unit prices or of the overall price remain reserved, insofar as any such reservation of change arises from the elucidations of the business concept.
- 2.4 welcome is entitled to request the refunding from the principal of any additional costs, insofar as these have been caused by any additional costs on the part of a

service provider which could not have been foreseen at the time the order was placed, or by an increase in taxes and charges.

- 2.5 Establishment of the Value Added Tax for the individual services provided by us is unfortunately repeatedly subject to reassessment by the tax authorities, meaning that additional charges might be imposed by the tax authorities due to VAT audits and despite our company having been advised by consultants qualified in taxation matters. If an audit by the tax authorities leads to the finding that welcome has not been issuing invoices including VAT and/or at too low a level, then we will be entitled to invoice the principal subsequently for these additional VAT demands imposed by the financial authorities. Insofar as this may occur, the principal will forego any plea for the statute of limitation.
- 2.6 Unless otherwise agreed, 20% of the total budget agreed will be due for payment upon placement of the order, 30% three months before the agreed date for the execution of the order and a further 45% two weeks prior to the agreed date of execution at the latest. The remaining amount will be due for payment within 14 days after the invoice has been issued.
- 2.7 Should a service provider/funding agency demand any payments in advance deviating from the payments agreed in an individual contract or in accordance with Item 2.5, then the principal will be obliged to pay these upon receipt of proof.
- 2.8 Any offsetting against claims on their part by the principal is only permissible insofar as these claims have been established as being uncontested or as having the force of law. The raising of a claim for the right of retention is only permissible if the counter-claim is based on the same legal relationship.

3. Cancellation by the principal

- 3.1 In the event of an order being cancelled by the principal, no matter for what reason, welcome is entitled to claim reimbursement of the costs for third party services incurred by welcome or due to the cancellation, of the pro rata fee accrued up to the cancellation and of any lost profit, which is deemed to have been agreed at a minimum of 25% of the net order amount. welcome reserves the right to claim a higher amount of lost profit.

- 3.2 The principal remains free to provide proof that welcome in fact incurred lower costs or a lower loss in profit due to the cancellation. The onus of proof lies with the principal.

4. Termination of the contract

- 4.1 welcome is entitled to withdraw from the contract should the principal be in default with the agreed payments (2.5) despite warnings having been issued, or if the execution of the order is no longer assured due to a lack of cooperation on the part of the principal and despite welcome having issued a reprimand in writing regarding this. Statutory rights to withdraw will remain unaffected by this provision. In the event of withdrawal occurring, any claims by welcome will be calculated according to Item 3.1.
- 4.2 If the execution of the project is considerably hampered, put at risk or impaired due to a circumstance which cannot be attributed either to welcome or to the principal, or due to circumstances of force majeure which could not have been foreseen at the time the contract was concluded, then both the principal and welcome can terminate the contract. If the contract is terminated, then welcome can demand appropriate compensation for the services already supplied or still to be supplied by completion of the project and for any expenditures incurred.

5. Copyrights and confidentiality

- 5.1 The copyright to all concepts, drafts, designs, graphics, drawings, ideational materials, texts and other documents created by welcome is retained by welcome. The principal is obliged to abide by the copyright to such materials of third parties commissioned by welcome as well. Rights of use will only exist to the extent that they are agreed in the contract. The transfer of any further rights of use must be agreed in writing.
- 5.2 Any development or change to the contractual services designed by welcome (Item 5.1), together with the copying of these, shall require the approval obtained from welcome in writing.
- 5.3 The principal must store all documents surrendered to him in such a way that they are protected from unauthorised access by third parties. All documents and information are to be treated as confidential and are only to be conveyed to such

members of staff or third parties as require them for the execution of the respective project ("need to know basis").

- 5.4 welcome and principals undertake to maintain confidentiality with regard to any mutual business and operational secrets which become known to them in the course of the project, including those of the customers of a principal or service providers/funding agencies of welcome, and will also oblige all employees and third parties commissioned to provide undertakings in this regard.

6. Guarantee and liability

- 6.1 If a service is not provided or is not provided according to the terms of the contract by welcome, then the principal must provide immediate notification to this effect and demand of welcome that remedial action be taken. welcome is entitled to rectify any defects within an appropriate time and in a manner which can be reasonably accepted from an economic point of view. The principal is obliged to cooperate within the framework of the statutory provisions and what can be reasonably expected, so as to avoid any possible damages being incurred or to keep these at the lowest possible level. If the contracting partner is a business person or a legal entity or an entrepreneur as defined by Section 14 German Civil Code (BGB), then Section 377 Code of Commercial Law (HGB) will apply without any restriction.
- 6.2 The principal can only refuse to accept a substitute service for an important reason. This is particularly the case if acceptance of the substitute service will have a negative effect on the overall nature or character of the project. If any defect is not rectified or if such rectification is not possible or cannot be deemed as being acceptable, then the principal can demand a price reduction or can withdraw from the contract.
- 6.3 In the case of infringements of essential contractual obligations due to slight negligence, the level of liability on the part of welcome will be restricted to damages which are typical of the contract and which can be foreseen. This also applies in cases of violations of duties by vicarious agents involving slight negligence. In cases of slightly negligent infringements of non-essential contractual duties, welcome will not assume any liability towards companies.
- 6.4 The above restrictions of liability do not apply to attributable damages to body and health nor to claims for compensation arising from any defect, which welcome

fraudulently concealed and for which welcome has assumed a guarantee for the properties of the object.

- 6.5 Claims for payments of compensation are excluded, unless the principal raises such claims by way of action within a period of four months after their having been rejected by welcome in writing.

7. Protection of partners

- 7.1 The principal will not establish direct contractual relationships either with the staff and service providers/funding agencies deployed by welcome for the duration of a period of 24 months following the termination of their deployment/activity for the principal, nor enter into negotiations about such relationships or convey contractual relationships with such people to third parties.
- 7.2 For every occurrence of an infringement being made against Item 7.1, the principal undertakes to pay welcome a penalty for breach of contract amounting to EUR 10,000.00. The assertion of any further rights, in particular relating to the payment of compensation and claims for omission, on the part of welcome will remain unaffected by this.

8. Final provisions

- 8.1 If the contracting partner is a business person or a legal entity or an entrepreneur as defined by Section 14 German Civil Code (BGB), then the place of jurisdiction for all legal disputes arising from and in connection with this contract will be Cologne. The place of fulfilment is Cologne.
- 8.2 The law of the German Federal Republic will apply.