

as of: 1 April 2021

The following *Terms and Conditions Digital Partnerships* are valid for ANGA COM DIGITAL from 8 to 10 June 2021.

1. Type and duration of the event

- (1) Type of event: online congress
- (2) Duration of event: 8 to 10 June 2021

2. Organizer

ANGA Services GmbH
Nibelungenweg 2, 50996 Köln / Germany
Tel.: +49 (0)221/9980810, Fax: +49 (0)221/99808199
info@angacom.de, www.angacom.de

3. Registration and conclusion of contract

- (1) The registration for a digital partnership for ANGA COM DIGITAL is carried out by means of the registration form published by the organizer on the website. By submitting his registration, the digital partner accepts these terms and conditions. Individual conditions and reservations on the registration form are not permissible and will not be taken into consideration. The number of available digital partnerships per level is limited. Digital partners do not have a legal right to be granted admission or to a specific partnership level.
- (2) The registration is binding for the digital partner. A legally binding contract will be concluded by the confirmation of participation by the organizer and will be sent by post, email or fax. If the content of the confirmation deviates from the content of the registration, the contract will be legally binding unless the digital partner contradicts in writing two weeks after receipt of the confirmation at the latest.
- (3) By submitting his registration, the digital partner agrees to the publication of his company details in all publications (print or online) issued by the organizer.

4. Services provided by the organizer to the digital partner

- (1) The digital partner may choose one of the digital partnership levels (platinum, gold, silver, bronze) specified in the registration form. The services and fees included in each case are shown on the registration form. A detailed description of services and other booking options can be found in the *Digital Partnerships* booklet, which is available for download on the website www.angacom.de. The key part of the services is the operation of an event platform accessible via the Internet – the ANGA COM DIGITAL Platform – by the organizer, including the provision of content on this platform. The limitations of liability pursuant to paragraph 8 apply.
- (2) The presentation of the partner and the partner's content shall be based on the service description in

the aforementioned booklet and the defined structure of the technical event platform. It is not possible for the digital partner to change the size and placement of individual elements or similar. The organizer may adjust individual details of the presentation if this is necessary for technical reasons of the platform and the overall appearance is not significantly changed as a result.

- (3) The conference programme is also realized via the event platform. For this purpose, each digital partner receives a number of speaker slots depending on his booked partnership level and may submit a corresponding number of topic proposals. For this purpose, the organizer provides a corresponding form after the confirmation of the partnership. The final selection will be made by the organizer.
- (4) Lead tracking (visitor data collection): Each partner receives the contact details of the visitors who clicked on the "Request more information" button in their digital showroom, as well as of those with whom the partner company's staff successfully made contact during the event. For each contact, the lead list contains the following information: First name, last name, email address, company name, job title, country and interaction type.
- (5) On Demand Library: Depending on the booked partnership level, the digital partner is entitled to On Demand Space for publishing keynotes or self-designed webinars on the ANGA COM DIGITAL Platform. The number of keynotes or webinars is indicated in the description of the included services of the digital partnerships on the registration form. The digital partner may put a corresponding number of keynotes or webinars in the On Demand Library. The content of the keynotes or webinars must be thematically related to the overall event and must not violate general laws, in particular competition law or copy-rights and personal rights. The organizer reserves the right to inspect content of the digital partner and to remove it from the platform in the event of flagrant violations of the aforementioned standards. There is no obligation to do so towards the digital partner. The digital partner bears sole responsibility for the content posted on the platform.

5. Obligations of the digital partner

- (1) Each digital partner shall receive an online-optimized digital showroom on the ANGA COM DIGITAL Platform. The legal responsibility for the content posted in the digital showroom lies solely with the digital partner. For this purpose, the digital partner will receive access to the partner backend of the technical event platform after admission. The digital partner registers himself on the platform in order to enter his content there in the digital showroom. For this purpose, the organizer

provides technical information on possible file sizes, formats and the like. The passing on of the link and the access data to third parties is not permitted.

- (2) The digital partner shall enter the content into the technical event platform independently until 21 May 2021. The digital partner is exclusively entitled to integrate products, services and employees of his own company into his digital presence. The advertising of other companies and products requires the written consent of the organizer.
- (3) The digital partner must ensure that he has the rights of use for all content of his digital presence (e.g. texts, graphics, videos) and that no copyrights or personal rights of others are violated. In this respect, the digital partner shall indemnify the organizer from third parties claims for copyright, patent and trademark infringements.
- (4) The digital partner undertakes not to post any content or to advertise any content whose distribution in broadcasting or telemedia is illegal. In particular, the digital partner may not post content or advertise content whose dissemination is punishable by law or which is likely to endanger the development of children or adolescents or their upbringing as a responsible and socially competent personality (e.g. content subject to censorship). The same applies to content that the digital partner integrates from external sources, including third party content. If content is labelled in accordance with the "Jugenschutzgesetz" (German Youth Protection Act), the digital partner must clearly indicate this.
- (5) In the event of obvious violations of the law which the digital partner does not remedy immediately after being requested to do so by the organizer, the organizer shall be entitled to block or delete content of the partner or to close the digital show-room of the digital partner concerned. Furthermore, the organizer reserves the right to exclude digital partners who infringe the industrial property rights of other companies from future events. The organizer reserves the right to review all content posted on the ANGA COM Digital Platform but without committing to do so to the partner.

6. Payment

- (1) For the booking of a digital partnership, there is a fee for the digital partner in the amount of the booked level. The digital partner will receive an invoice with or after the confirmation. The invoice amount is due without deduction 14 days after the invoice date. Payment is to be made under indication of the invoice number.
- (2) The right to be present as a digital partner at ANGA COM DIGITAL, as well as to access the digital partner backend for entering the own company data, will only be granted after full payment. On default of payment, the organizer is entitled to charge interest payable on arrears of 8 points above the basic interest rate of the ECB.
- (3) Invoices for additionally booked services, e.g. ad-

vertising in the email newsletter ANGA COM DIGITAL Daily or branding of the participant registration, will be sent to the digital partner after the booking and are also due after 14 days.

- (4) Offset by the digital partner is only permissible if counterclaims are undisputed or legally acknowledged.

7. Granting of rights and liability

- (1) The digital partner grants the organizer all rights, in particular rights of use under the "Urheberrechtsgesetz" (German Copyright Act), to use texts, data, graphics, pictures and videos posted by the digital partner on the platform to achieve the purpose of the event, in particular to make them publicly accessible (§ 19a "Urheberrechtsgesetz", German Copyright Act). This also applies to screenshots and similar excerpts for the purpose of the organizer's advertising for subsequent events. This also applies to content that is protected by trademark law. To this extent, the digital partner waives his right to be named as the author (§ 13 "Urheberrechtsgesetz", German Copyright Act). The digital partner bears sole responsibility for all content, not to infringe third-party rights and to comply with general laws.
- (2) Liability of the organizer towards the digital partner is excluded if the organizer has to block content of a digital partner on his part due to legal obligations.
- (3) Liability is excluded in any case for only insignificant or short-term impairments of the usability of the digital event platform. Furthermore, except in the case of intent and gross negligence, the organizer assumes no liability for malfunctions, errors, delays or other obstacles to performance that occur during the transmission of content via the Internet. In particular, the availability of the platform may be temporarily limited due to maintenance work or for other reasons.
- (4) The organizer reserves the right to make programme changes and postponements in the conference agenda. This also includes the cancellation of individual items on the agenda. The digital partner shall have neither the right to withdraw from the event nor the right to claim damages. Furthermore, the organizer is not liable for the cancellation of announced speakers. In the event of cancellation, the digital partner shall have no right of withdrawal or claim for damages.
- (5) The liability of the organizer is otherwise limited to intent and gross negligence, insofar as it is not a matter of injury to life, limb or health.

8. Cancellation

- (1) The registration according to paragraph 3 is binding. The digital partner shall have no right of cancellation or withdrawal.
- (2) The organizer is entitled to withdraw immediately if an admissible application for the opening of insolvency proceedings has been filed against the digital partner's assets or such an application has been rejected for lack of assets and the booked digital

partnership level has not yet been paid at that time. The occurrence of these conditions shall be notified to the organizer without delay.

9. Unforeseen Events ("force majeure"), cancellation of the event

- (1) Unforeseen events that make it impossible to hold the event as scheduled and for which the organizer is not responsible ("force majeure") entitle the organizer to cancel the event. Claims for repayment, damages or reimbursement of costs are excluded.
- (2) The organizer may also cancel the event if its economic viability does not appear assured. This must be done at the latest 4 weeks before the start of the event. In this case, the digital partner's obligation to pay shall lapse.

10. Data protection

- (1) The following data protection provisions apply as a supplement to the ANGA COM general data protection declaration, which is available on the website www.angacom.de. The organizer processes personal data that have been entered by the partner in the technical event platform, insofar as this is necessary for the establishment, implementation and processing of the contractual relationship and the purpose of the event. In order to be able to fulfill the contractual obligations and achieve the purpose of the event, data is forwarded to service companies, in particular for the operation of the digital event platform, which process the data on behalf of the organizer and are in turn obliged to protect the data. These are in particular Real Life Interaction GmbH, which is entrusted with the implementation of ANGA COM DIGITAL via the technical event platform "talque", as well as video portals, which are used for the collection and provision of video content. The data will be used within the framework of legal regulations and exclusively for the processing of the contractual relationship and the purpose of the event. Declarations of consent can be revoked at any time.
- (2) Prior to the event, the digital partner receives a link to the backend of the technical event platform "talque" of Real Life Interaction GmbH in order to enter content for his digital showroom there. All data entered by the digital partner is visible to other participants on the platform; it can be changed at any time in the partner backend.

11. Forfeiture clause

- (1) Claims on the part of the digital partner against the organizer which are not asserted in writing at the latest two weeks after the event are forfeited.

12. Amendments, changes

- (1) Arrangements deviating from these terms and conditions must be in written form to be legally effective.

13. Place of performance, jurisdiction

- (1) The place of performance and jurisdiction is Colo-

gne. The organizer reserves the right to assert his claims at the court of the area in which the digital partner is based. German law and the German version of the text shall exclusively prevail.

14. Safeguarding clause

- (1) Should these terms and conditions be partially legally invalid or incomplete, this shall not affect the validity of the remaining provisions or of the contract. In this case, the parties undertake to replace the invalid provision with such a provision or to fill the gap with such a provision with which the economic purpose pursued by the parties can be most closely achieved.