



General terms and conditions of contract for legal relationships with service providers (as of June 2021)

I. General information

- (1) These general terms and conditions of service regulate the relationship between POMMEREL ▪ Live-Marketing GmbH (hereinafter referred to as the client) as the recipient of services and its contractual partner as the service provider (hereinafter referred to as the contractual partner).
- (2) The following terms and conditions shall apply to all services provided by the contractual partner. They shall also apply to all future business relations with the contractual partner, irrespective of whether reference is made to them in individual cases in subsequent orders. Agreements on secrecy and rights of use made prior to the conclusion of the contract shall remain valid and shall take precedence over these provisions.
- (3) General terms and conditions of the service provider shall only become part of the contract if they have been accepted by the client in writing.

II. Conclusion of contract

The contract shall regularly be concluded upon receipt of the order/order placement/release. However, the client is entitled to correct errors in the order placement or to cancel orders up to 6 working days after receipt of the order/order placement without the contractual partner being able to derive any rights from this.

III. Services

- (1) The contractual partner shall be responsible for all services mentioned in the contract and its annexes. In addition, the contractual partner undertakes, insofar as it falls within its scope of performance, to provide all services not expressly mentioned which are indispensable for the fulfilment of the services mentioned with regard to the realisation of the project. This includes in particular, but is not limited to, compliance with the generally recognised rules of architecture and construction technology as well as trade fair, exhibition and stage construction and event technology, as well as all relevant statutory and official regulations.
- (2) The contracting partner shall personally provide the services assigned to it under the contract. Without the prior written consent of the client, the contracting partner is not entitled to transfer the services or parts of the services to third parties.

IV. Duty of cooperation

- (1) The parties are obliged to cooperate closely during the execution of the contract and they will settle possible differences of opinion amicably if possible. The contracting partner shall refrain from enforcing claims against the client or the client's clients by way of summary legal proceedings.
- (2) The contracting partner undertakes to cooperate with all third parties involved in the project in any way as often and as far as this is necessary and reasonably requested by the client.
- (3) The parties agree that joint meetings and other meetings, also with third parties, are necessary for the fulfilment of the contract. The contracting partner is therefore obliged to participate in these.
- (4) The cooperation obligations are compensated with the agreed remuneration.

V. Dates / Deadlines / Budget

- (1) The contracting partner is obliged to provide the services within the deadlines specified in the contract and in consideration of specified budgets.
- (2) If no express deadline has been agreed for the start of execution or completion, the completion/delivery date stated shall apply. The checklists, construction schedules, progress and media plans as well as storyboards prepared by the client and agreed with the contracting partner shall be authoritative.
- (3) Delays that demonstrably lead to additional costs despite the agreed completion/delivery date shall be borne by the party responsible.

VI. Reports and document management

- (1) If requested by the client, the contracting partner shall prepare interim reports on the status of its performance, in particular with regard to compliance with the set deadlines and budgets. These reports shall be submitted to the client upon request within 3 working days at the latest.
- (2) The contracting partner shall keep all documents related to the provision of the commissioned services, regardless of whether they have been made available to him or produced by him, and shall return them to the client upon request within 5 working days, namely after termination of the contract.

VII. Remuneration

- (1) Unless otherwise agreed, the remuneration shall be invoiced after handover of the entire performance results.
- (2) Invoice amounts are due for payment within two weeks after receipt of the invoice by the client.
- (3) The remuneration of other ancillary or travel expenses shall always require an additional express agreement.



VIII. Warranty/Liability

Liability, warranty, compensation and other claims of the parties shall be governed by the provisions of the Civil Code of the Federal Republic of Germany.

IX. Minimum wage

- (1) The contracting partner guarantees to fulfil its obligations to grant working conditions in accordance with the Employee Posting Act (AEntG) and to pay the minimum wage in accordance with the Minimum Wage Act (MiLoG) and to comply with regulations on minimum conditions at the workplace. The same shall apply to any obligations towards holiday and social insurance funds insofar as the general contractor may be liable for default.
- (2) He shall ensure that these obligations are also complied with by any subcontractors and, in the case of hiring out of employees, by his hirers and by the hirers of his subcontractor.
- (3) The contracting partner undertakes to provide the client with evidence of compliance with the above provisions without delay upon request and to inform the client of any infringement without delay.
- (4) The contracting partner shall indemnify the client against all claims asserted against the client in the event of a breach by the contracting partner of its obligations pursuant to § 8 number 1. in particular from the guarantor liability pursuant to MiLoG and AEntG. This shall also apply if the guarantor liability results from the commissioning of a subcontractor and/or a rental company.
- (5) For each case of culpable violation of the above provisions, the contracting partner shall forfeit a contractual penalty to be determined by the client at its reasonable discretion, the appropriateness of which shall be reviewed by the competent regional court in the event of a dispute. The contractual penalty shall be due upon proof of the breach by the client; the contracting partner shall be responsible for proving that the breach of contract was not culpable. The above provisions do not exclude further claims of the client; any contractual penalties shall be offset against further claims for damages.
- (6) The contracting partner shall be entitled to terminate the contract extraordinarily if the contracting partner becomes aware of or has reasonable grounds to suspect that the contracting partner has breached the provisions of IX. clause 1. in the performance of the contract.

X. Confidentiality

- (1) The contracting partner undertakes to maintain secrecy with regard to all information or processes that become known as a result of the business relationship between the parties and the provision of the services as well as with regard to all documents received. These shall be deemed business secrets within the meaning of § 2 number 1 of the German Act on the Protection of Business Secrets (GeschGehG). This shall also apply with regard to all other internal matters of the contracting parties or other third parties involved.
- (2) During assembly and dismantling as well as during the events, photography and filming by the contractual partner and by subcontractors booked by him are prohibited.
- (3) The distribution of photo/film material as well as written comments by contracting partners and their booked subcontractors on the internet/social media about projects is prohibited.
- (4) The contracting partner is only entitled to refer to its services within the scope of its own public relations work with the express written consent of the client.

XI. Data protection

- (1) The contracting partner shall organise its internal organisation in such a way that it meets the special requirements of data protection and the provisions of the EU-DSGVO and that the data processed on behalf of the client are always adequately protected. Changes to the organisation of data processing on behalf of the contracting partner which may be significant for the security of the data shall be coordinated by the contracting partner with the client in advance.
- (2) The contracting partner shall take technical and organisational measures to adequately protect the client's data. The measures must meet the requirements of the EU Data Protection Regulation and the national data protection laws, must always be designed in accordance with the current state of the art and must be set down in writing in the contracting partner's internal security regulations.
- (3) The processing of data of the contracting partner outside the contracting partner's business premises, in particular in private residences, is only permitted with the consent of the contracting partner in writing or text form.
- (4) The commissioned data processing contract between the client and the contracting partner is an integral part of all contracts concluded between the parties.

XII. Rights of exploitation and use

- (1) The contracting partner shall be liable for ensuring that the services provided by it can be used without restriction and, in particular, that no industrial property rights (such as copyrights, registered designs) of third parties are opposed or corresponding statutory provisions are violated.
- (2) The contracting partner is obliged to indemnify the client against all claims arising from an infringement of such industrial property rights.
- (3) Insofar as the services to be rendered by the contracting partner within the scope of the contract establish or contain industrial property rights (copyrights or ancillary copyrights, trademark rights, ancillary copyrights under competition law, etc.) in favour of the contracting partner or one of its employees, the contracting partner hereby assigns to the client comprehensive exclusive rights of use to these protected performance results for exploitation in all forms and media, the contracting partner hereby assigns to the client the comprehensive, exclusive, temporally and spatially unlimited rights of use to these protected performance results for exploitation in all forms and media, in particular the right of reproduction and distribution, the right of exhibition, the right of archiving and making available to the public, the right of lecture, performance and presentation and the right of reproduction by image and sound carrier.
- (4) To the extent that the client is granted corresponding rights of use, the client shall also be entitled to process the results of the performance, taking into account the moral rights of the author, or to change them or have them processed in any other form and to use the results of the performance thus changed in the types of use listed above.



XIII. Loyalty / Non-competition

- (1) For the duration of the contractual relationship, the contracting partner undertakes not to offer its services directly to clients of the client who have become aware of them in the course of the performance of this activity or to accept them from them. In particular, the contracting partner is prohibited from disclosing its contact details to clients of the client before, during or after the event. This expressly refers only to all matters connected with the respective event.
- (2) For each case of culpable infringement of this non-competition clause, the contracting partner promises a contractual penalty in the amount of EUR 10,000.00 in favour of the client. The assertion of further claims for damages shall remain unaffected. The contractual penalty shall be offset against any further claims for damages of the client.

XIV. Termination of contract

- (1) The client shall be entitled to terminate the contract at any time. The right to terminate for good cause remains unaffected.
- (2) In the event of termination of the contract by ordinary or extraordinary notice, the contracting partner shall be entitled to remuneration for the services rendered up to that point. Further claims are excluded.
- (3) If the execution of the contract becomes impossible for reasons for which neither of the contracting parties is responsible, the contract shall be deemed terminated. Claims for remuneration or damages are excluded. In this case, the transferred rights of use shall be transferred back to the contracting partner.
- (4) In the event of termination of the contract, irrespective of the legal grounds, the contracting partner shall be obliged to immediately return to the client all documents and data received or created by him in relation to his services.
- (5) Unless otherwise regulated or agreed, the rights of use granted shall not be affected by termination of the contract.

XV. Final provisions

- (1) The place of fulfillment for all rights and obligations arising from the contractual relationship is the registered office of the client. This shall also apply to ancillary and replacement obligations.
- (2) The legal relations between the client and the contracting partner shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (3) Should individual provisions be wholly or partially invalid, this shall not affect the validity of the remaining provisions.