

1. PARTIES

- 1.1 "The Customer" whose registered office is stated in the agreement and
- 1.2 "Organiser": spring Messe Management GmbH (VAT nr.: 200408521) whose registered office is at Am Friedensplatz 3, D-68165 Mannheim, Germany ("the Organiser").

RECITALS

- A The Customer wishes to enrol in the Event (as defined below), which is being organised and promoted by the Organiser.

2. AGREEMENT

Definitions and Interpretation

- 1.1 In this Agreement including the Schedules (except where the context otherwise requires) the following words shall have the following meanings:

Business Day: any day which is not a Saturday, a Sunday or a bank or public holiday in Germany;

Event: as specified in the Digital Sales Order Form;

Event Dates: as specified in the Digital Sales Order Form;

Materials: all banners, advertisements, posters, publications programmes, brochures, press releases, and other promotional materials associated with the Event whether printed or digital and on the event website;

Event Marks:

the marks, logos and any other symbols the Organiser shall use to identify the Event which are the intellectual property rights of either the Organiser which are used (in accordance with this Agreement) or by the customer for the purposes required under the terms of this Agreement;

- Fee:** the sums payable by the Customer to the Organiser as set out in the agreement. For the avoidance of doubt such sums shall be exclusive of Value Added Tax;

Term: This agreement starts upon acceptance of the Digital Sales Order Form by the Organiser and shall remain in force until the end of the Event.

3. CUSTOMER'S OBLIGATIONS

- 3.1 In consideration of the grant of Rights the customer hereby agrees:
 - 3.1.1 to pay the Fee set out in the agreement; for the avoidance of doubt, the Fee is due within 14 days after invoicing.

4. ORGANISER'S OBLIGATIONS

In consideration of the timely and proper performance of customer's obligations herein Organiser hereby agrees:

- 4.1 To use its reasonable endeavours to procure that the Event is conducted in a first-class professional manner;

5. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the Event Marks shall be the sole and exclusive property of the Organiser together with any goodwill and the Customer shall not acquire any rights in the Event Marks.

6. MUTUAL INDEMNITY

The customer and the Organiser mutually undertake to indemnify each other against all liabilities claims demands actions costs damages or loss arising out of any breach by either of them of any of the terms of this agreement PROVIDED THAT the same is the subject of an adverse judgment of a court of competent jurisdiction or settled with the others prior written consent (not to be unreasonably withheld or delayed).

7. CANCELLATION

- 7.1 The customer may cancel this agreement by Notice to the Organiser. In the event of cancellation by the Customer, the total amount payable as set out in the Digital Sales Order is immediately payable
- 7.2 The parties hereby agree that the above constitutes a genuine and reasonable estimate of the loss which the Organiser would incur on cancellation of the order by the customer

8. CONFIDENTIALITY

Each party undertakes that it will not at any time hereafter use, or communicate to any person, except to its professional representatives or advisers or as may be required by law or regulatory authority, any confidential information concerning the business or affairs of the other party which may come to its knowledge and each of the parties shall use its reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.

9. NOTICES

Without prejudice to the right to serve notices by any other means any notice served under this agreement shall be in writing. Any notice which has been sent by first class prepaid post shall be deemed to be received 48 hours thereafter (excluding Saturdays Sundays and public holidays). For the purposes of this agreement all notices shall be sent to the parties at the addresses given above unless such other address is notified to the other party in writing.

10. FORCE MAJEURE

Should the Event be cancelled, moved, curtailed or adversely affected by any cause not within the reasonable control of the Organiser including but not limited to war, fire, national emergency, labour dispute, strike, lockout, civil disturbance, Act of God, or non-availability of

the platform on which the event is held or otherwise for any reason, including technical reason, the Organiser shall be under no obligation to refund the Fee and shall be under no liability to the Customer for any other person in respect of any actions, proceedings, claims, demands, losses (including consequential losses) costs or expenses whatsoever which may be brought against or suffered or incurred by the customer as the result thereof.

11. CONTRAS

- 11.1 The Customer agrees that the Organiser can issue invoices on the customer's behalf for all goods and services made by them to the Organiser (The Self Bill Arrangement).
- 11.2 The Customer agrees The Self Bill Arrangement will be in force for a period of 15 months from the date of signature of this agreement.
- 11.3 The Customer will not issue VAT invoices for goods and services covered by The Self Bill Arrangement.
- 11.4 The Customer agrees to inform The Organiser if they cease to be registered for VAT, change their VAT registration number transfer their business as a going concern or if they change their name or registered office
- 11.5 The Organiser agrees to inform The Customer if the issue of self-billed invoices will be outsourced to a third party.

12. CANCELLATION

- 12.1 The Organiser may terminate this agreement or suspend its performance of all or any of its obligations immediately and without liability for compensation if the customer fails to comply with any of its obligations under this agreement.
- 12.2 The Organiser may at any time, at its sole discretion, cancel or postpone the Event. The Organiser will notify the Customer as soon as possible if the Event is cancelled or postponed. Except where such cancellation is due to a Force Majeure Event, if the Event is cancelled, the Organiser will repay to the Exhibitor (without interest) any Fees paid by the Customer to the Organiser and the booking will be cancelled. If the Event is postponed this Agreement will remain in force for the new dates

13. REPRESENTATIONS AND WARRANTIES

- 13.1 Each party warrants and undertakes to the other that:
 - 13.1.1 it has full authority to enter into this agreement and is not bound by any agreement with any third party that adversely affects this agreement; and
 - 13.1.2 it has and will maintain throughout the Term, all necessary powers, authority and consents to enter into and fully perform its obligations under this agreement.
- 13.2 The Customer represents and warrants that:
 - 13.2.1 it owns or is solely entitled to use the Customer's Marks and any other material supplied to the Organiser in relation to this agreement and the Organiser shall be entitled to see evidence to this effect on request;
 - 13.2.2 the Organiser's use of the Customer's Marks will not infringe the rights of any third party

14. ENTIRE AGREEMENT

This Agreement constitute the entire agreement between the parties and supersede and extinguishes all previous drafts, agreements, arrangements and understanding between them whether written or oral, relating to their subject matter.

15. LAW AND JURISDICTION

All contracts between the Organiser and the Customer relating to the event shall be governed by and construed in accordance with German law and the parties shall submit to the exclusive jurisdiction of the German Courts.

16. MISCELLANEOUS

- 16.1 Nothing contained in this agreement shall be deemed to create any relationship of partnership joint venture or agency between the parties hereto.
- 16.2 The Customer shall not assign sub-licence divest or otherwise seek to delegate any of its rights and obligations hereunder without the Organiser's prior written consent.
- 16.3 A waiver by either party of a breach of any term or condition of this agreement in any one instance shall be in writing and shall not be deemed as a continuing waiver or a waiver of any subsequent breach unless so provided for by the written notice.
- 16.4 Should any term of this agreement be considered void or voidable under any applicable law the said term shall be severed or amended in such manner as to render the remainder of this Agreement valid or enforceable unless the whole commercial object is thereby frustrated.
- 16.5 This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior agreements and arrangements (whether written or oral) in relation to such subject matter between the parties. No amendments shall be made to this agreement unless made in writing and signed by a representative of both parties.
- 16.6 The Events are provided for reference purposes only are not intended, nor should they be used, as a substitute for professional advice or judgement or to provide legal advice with the respect to particular circumstances.
- 16.7 Whilst reasonable efforts are made to keep the Event up to date, the Customer should obtain independent verification or advice before relying upon any piece of information in circumstances where loss or damage may result.

Mannheim, June 2020 | spring Messe Management GmbH