

Terms of Use DMEXCO@home 2021 - Partner

1. Area of validity and contract partner

- 1.1 Koelnmesse GmbH, Messeplatz 1, 50679 Köln, Germany, ("**Koelnmesse**") operates the digital product "**DMEXCO@home**".
- 1.2 Companies can purchase the services of Koelnmesse as described below and in these Terms and Conditions of Use for partners, particularly under Item 1.2.1 ("**Terms and Conditions of Use**") and in the form for the purchase of the partner packages ("**registration form**") in connection with the digital product. Each of the companies purchasing these services is subsequently referred to in connection with the digital product as a "partner", regardless of which specific service has been purchased.
- 1.2.1 Koelnmesse provides partners with the possibility, for the duration of this contract as specified in more detail in these Terms and Conditions of Use and in accordance with the rules in the Registration Form and in return for payment, to set up their own profile pages and have their own content integrated within the scope of function available in the digital product. The purchase of a Partner Package is required for this.
- 1.3 The services of Koelnmesse are provided exclusively based on the rules in the registration form and these Terms and Conditions of Use including their Appendix(es). These Terms and Conditions of Use and their Appendix(es) also apply to all future business insofar as it is of the same nature and the parties refer to these Terms and Conditions of Use.
- 1.4 The partner's general terms and conditions of business shall not apply, even if Koelnmesse does not specifically exclude their application. Differing or contrary terms thus only apply when they have been recognized by Koelnmesse in writing.
- 1.5 The partner can call up, save and print out the Terms and Conditions of Use on the website of the digital product ("**website**") at any time.

- 1.6 Koelnmesse saves this contract text after conclusion of the contract. The contract text is not accessible to the partner.
- 1.7 Special General Terms and Conditions of Business of Koelnmesse may apply for other services in the context of the digital product (in particular advertising services). Koelnmesse will draw attention to the applicability of these special General Terms and Conditions of Business in a suitable manner.

2. Requirements for acceptance as a partner

- 2.1 The company receives the status as a partner of Koelnmesse in the sense of these Terms and Conditions of Use and of the registration form through the purchase of the partner package. Koelnmesse decides on the acceptance as a partner in accordance with the following more detailed rules of this Item 2 and the rules in Item 3.5.
- 2.2 The following applies to the acceptance as a partner:
- 2.2.1 Only companies that are entered in the Commercial Register or in the Skilled Trades Register or in comparable company directories and that correspond to the topic of the event can be admitted as partners. The trade fair-specific list of exhibitor categories can be found on form 1.30.
- 2.2.2 Commercial agents, sales companies, cooperation partners and importers can also be accepted as partners on behalf of non-producing companies they represent insofar as the products are not shown by any other partner in the digital product and that they possess the necessary rights to present them. The issue of a licence by the producer is necessary for the presentation of products that were not produced by the actual partner. The licence must be proven in an appropriate form on request by Koelnmesse. The presentation and offering of unlicensed products is illegal and represents a severe infringement of these Terms and Conditions of Use. Koelnmesse is entitled to carry out reviews during the time in which the partner's profile page can be called up and, insofar as applicable, to

September 07 & 08, 2021

close the profile page of the partner when, despite a corresponding warning, it is being used for the presentation of items for which the necessary licences cannot be proven.

3. Conclusion of the contract; purchase of the Partner Package; acceptance as a partner

Registration can be carried out electronically or by post.

3.1 Electronic registration process: by completely filling in the registration forms and clicking on the button "Submit binding application" on the website the partner declare the intention to participate in the event (Registration). By dispatching the registration, the partner acknowledge these Terms and Conditions of Use as binding. Immediately after the dispatch of the binding registration the partner will receive an automatic confirmation of receipt at the e-mail address entered. This confirmation of receipt simply documents the fact that the registration has been received by the Koelnmesse and does not give rise to a contract between the partner and the Koelnmesse.

3.2 The partner can call up and download the registration form for the purchase of the partner package on the DMEXCO website. To indicate the intention to take part in the event, the partner must return a completely filled in and signed registration form to Koelnmesse (registration). Alternatively the partner can scan the completed and signed participation documents and send them to Koelnmesse via e-mail to the e-mail-address given in the registration form. A digital signature can also be provided instead of the scanned signature. By signing and returning the registration form, the partner acknowledge these Terms and Conditions of Use as binding. Koelnmesse shall confirm the receipt of the offer to the partner electronically via e-mail to the address that the partner has entered in the registration form without delay. This confirmation of receipt does not yet represent the acceptance of the partner's offer by Koelnmesse.

3.3 The contract concerning the purchase of the partner package and the acceptance as a partner first comes into being when Koelnmesse has expressly accepted the offer

by sending a confirmation of registration via e-mail ("Conclusion of Contract").

3.4 Koelnmesse decides on the acceptance of a company as a partner conscientiously at its sole discretion. In the event of a rejection, the applicant company will receive a separate notification. In particular, Koelnmesse reserves the right not to admit a company as a partner if there are factual indications that the company's products or services that are to be presented in the digital product violate a third-party right, that the company has participated in or been an accessory to such a violation, or that the company is responsible for the violation of third-party rights due to another legal reason. In such cases, Koelnmesse will give the company the opportunity to make a statement and to refute the factual indications unless a public authority or a court has already determined that a right has been violated. Koelnmesse's further rights and claims remain unaffected.

4. Scope of services to be provided by Koelnmesse to the partner

4.1 The digital product comprises presentation possibilities for the partners' content (e.g. profile pages, multimedia files of the partners, etc.) the streaming of conference content and functionalities for networking and audio/video communication.

4.2 In connection with this digital product Koelnmesse provides the partner with the following services after its purchase of the Partner Package:

4.2.1 With the conclusion of this contract, the partner is entitled to refer to itself as a partner of the digital product range for the duration of this contract. The partner will be named as such in the activities in connection with the digital product, e.g. on the website, at the sole discretion of Koelnmesse.

4.2.2 Koelnmesse shall also provide the partner with the services as described in the Registration Form. These comprise, for example, the following services:

- Setting up an own profile page for the partner in the digital product for presenting its company

September 07 & 08, 2021

- Displaydedicated Items (products,Team members,multimedia content)
- Discoverability of the partner via the searchfunction
- Profileanalytics

4.2.3 Furthermore the content of the partner from the partner's application can be placed in the digital product as conference formats. The editorial selection for this placement is carried out by the editorial team of Koelnmesse, nevertheless in coordination with the partner and is the object of a special agreement between the partner and Koelnmesse. The partner has the option, subject to availability, of purchasing the placement of an advertisement in the digital product for payment. This paid placement of an advertisement is the object of a special agreement between Koelnmesse and the partner.

4.3 Koelnmesse warrants, within the foreseeable requirements, to provide best possible reproduction of the digital product in conformity with the respective usual technical standard. Exemplary representations in sales documentation are solely for the purpose of illustration and make no claims to exact implementation regarding pixels or functions.

5. Representation formats for partners

5.1 Koelnmesse enables the partner to set up by its own efforts a profile page and additional representation formats as may be necessary by sending the partner a self-service link. More detail is given on the event-specific websites and in the registration documents there.

5.2 Koelnmesse may of its own account enhance the presentation formats by adding publicly available information of the partner for the purposes of a proper representation.

The presentation format "profile page" can be customized by the partner to the extent permitted by the template. To this end, the partner can collect company content such as logo, descriptive texts, a media gallery with videos and photographs, an overview of the products, a company-specific schedule, websites (together "partner content"), via an online form. Koelnmesse provides the partner with access to this form. Koelnmesse reserves

the right to stipulate standard specifications concerning file formats, sizes and other technical requirements.

5.3 The content can only be edited until the editorial deadline (to be communicated in the self-service tool) and will also remain presented in the digital product after the event. The partner can request that this be deleted.

6. Duties of the partner

6.1 The partner undertakes to provide complete and correct information on the company in the Registration Form. Changes to these details must be notified to Koelnmesse in text form and without delay; e-mail is adequate for this notification.

6.2 Further duties of the partner:

6.2.1 The partner undertakes to keep confidential and adequately protected against unauthorized access the access data received from Koelnmesse and the associated passwords. The partner shall inform Koelnmesse immediately of any indications of unauthorized transfer of the access data and/or passwords and/or any unauthorized access.

6.2.2 The partner undertakes not to collect content in the digital product, and not to play advertising on the presentation formats of the partner, that does not correspond thematically to the Products List in Appendix 1 and/or violate these Terms and Conditions of Use, statutory provisions, any regulatory requirements, official orders, data protection law or standards of common decency. Furthermore the partner undertakes not to collect content that infringes the rights, in particular copyrights or brand rights, of third parties. Koelnmesse reserves the right to not integrate or to block content when said content is criminal according to applicable laws, recognizably serves as preparation for criminal acts or violates these Terms and Conditions of Use or the Products List.

6.2.3 The partner undertakes to refrain from all measures that would endanger or interfere with the functioning of the digital product

September 07 & 08, 2021

and not to access data that it is not entitled to access. Furthermore the partner must ensure that its content that has been transferred and set up in the digital product is not infected with viruses, worms, or trojans. The partner undertakes to make good all damage to Koelnmesse that arises from the failure to fulfil these obligations within the control of the partner and furthermore to indemnify Koelnmesse against all claims against Koelnmesse by third parties, including legal and court costs, that are asserted by said parties due to the failure to comply with these obligations on the part of the partner.

- 6.2.4 The partner undertakes to pay in full all due license and other fees and expenses (German Authors' Rights Society (GEMA), the Artists' Social Insurance Fund (KSK), German income tax payable by non-residents, e.g. entertainers, sports persons (Ausländersteuer) that may be due for musical and other performances making use of any form of audio and image recording media. In the event that the partner fails to register for and/or pay the due licensing and other fees and expenses, the partner indemnifies Koelnmesse against any and all claims by third parties.

7. Further rules for partners

- 7.1 The partner undertakes not to set up content or to advertise content the dissemination of which via radio or telecommunications media is illegal. In particular it must not set up any content or advertise any content the dissemination of which is criminal or which is likely to endanger the development of children or young people or their upbringing as a responsible and socially competent personality (for example, content subject to censorship). The same applies to content which the partner integrates from external sources including third-party content. Insofar as content bears a label according to the Jugendschutzgesetz (Law for the protection of minors) the partner must clearly draw attention to this.

7.2 Granting of usage rights to Koelnmesse

- 7.2.1 The partner irrevocably transfers to Koelnmesse the non-exclusive usage rights and exploitation rights without

limitation in time or space to the content made available by the partner. This transfer of rights is intended to enable Koelnmesse to exploit the content commercially or non-commercially itself or through its affiliated companies in the sense of Section 15 ff. of the Stock Corporation Act (AktG) in the context of the services of Koelnmesse in connection with the digital product.

- 7.2.2 The grant of rights is not solely concerned with the digital product and also comprises the following rights:
- 7.2.2.1 The right to use, reproduce, save on all known storage media and to publically present, in the context of the website and in the digital product, the content in whole or in part, however solely for viewing.
- 7.2.2.2 The right to further develop the content for these purposes, e.g. by translation into other languages
- 7.2.2.3 The right to edit the content for optimal presentation in the digital product.
- 7.2.2.4 The right to add advertising to the content or parts thereof, with the exception of the profile pages.
- 7.2.2.5 The right to combine the content with other content or other creations.
- 7.2.3 The partner waives the rights according to subsections 12, 13 Subdivision 2 of the Act on Copyright and Related Rights (UrhG), the right to recognition of authorship (Section 13 Sentence 2 UrhG), however only to the extent that this is usual in this sector.
- 7.2.4 Koelnmesse accepts the transfer and the grant of rights.

8. Visitor admission

- 8.1 Commercial buyers and other trade visitors are admitted as visitors to the event. Koelnmesse is entitled to carry out corresponding checks of the visitor profiles and to refuse admission to visitors whose profiles do not correspond with the purpose of the event.
- 8.2 Koelnmesse can at its discretion declare the event entirely or partially open to the public.

September 07 & 08, 2021

9. Obligation to secrecy and confidentiality

9.1 The parties undertake to treat the confidential information pursuant to Item 9.2 (“**confidential information**”) received from the respective other party as strictly confidential (i.e. in particular to refrain from the unauthorized use, disclosure, publication, or dissemination of this information), and at least with the same degree of care with which they treat their own confidential information. The receiving party may only use this confidential information for the performance and enforcement of this contract. The receiving party may not use this confidential information for its own purposes or for the purposes of third parties or make the confidential information a part of any application for intellectual property rights. The receiving party may not observe, investigate, dismantle or test products and objects made available that contain confidential information without the approval of the disclosing party.

9.2 Confidential information is in particular all information, documentation, written materials, recordings, notes, documents and electronic files that are objects of appropriate confidentiality measures and are labelled as confidential or are to be considered confidential by virtue of the type of information or the circumstances of their transfer. Confidential information is also such information that becomes known in the course of an oral presentation or a discussion.

9.3 The obligation of confidentiality and non-exploitation of the confidential information lapses insofar as said information:

- was already known to the receiving party prior to its notification
- was known to the public or generally accessible prior to its notification
- becomes known to the public or generally accessible after its notification without action or fault on the part of the informed party
- substantially corresponds to information that has been revealed or made accessible to the recipient by a third party who is entitled to do so or
- was made accessible or developed by the respective party itself, subject to this being proven by written records of this party or in some other way and none of the obligations laid down in this agreement have been breached.

9.4 Furthermore the obligation of confidentiality shall not apply in the case that a party is obliged to reveal confidential information due to legal provisions or the force of an incontestable decision of a court or an administrative authority.

9.5 The parties will keep all of the written materials and/or data carriers entrusted to them by the respective other party separate from their other documentation. The confidential information is to be secured against unauthorized access and unauthorized use by appropriate measures to ensure confidentiality. This also includes technical security measures adapted to generally recognized process descriptions and industry standards, the obligation of the employees to maintain confidentiality, and the observation of data protection.

9.6 The information entrusted or parts thereof may only be passed on to such employees, bodies, representatives, external consultants (e.g. lawyers), and/or authorized subcontractors (e.g. freelancers) of the respective receiving party and/or their authorized subcontractors (in the following “representatives”) as require the information for the fulfilment of their tasks in conformity with the contract, have been appropriately instructed in the confidentiality of the information provided, and on their side are subject to appropriate obligations of confidentiality. The parties are liable for breaches of confidentiality on the part of their representatives and agents as for their own faults.

9.7 The receiving party will immediately inform the revealing party in writing when an unauthorized use or passing on of the confidential information of the revealing party becomes known to it and shall on request of the revealing party take all appropriate measures in order to prevent a further unauthorized use or passing on of the confidential information of the revealing party.

9.8 Each party is obligated to return on demand by the other party all received written or in other ways recorded confidential information including any copies that may have been made within ten (10) days to the demanding party or to confirm in writing the destruction of said confidential information insofar as the other party is not entitled to that information

September 07 & 08, 2021

according to the purpose of the contract or is not required to independently retain that information due to statutory duties to retain records. Excluded from this is confidential information the destruction of which is only technically possible at disproportionate cost, e.g. because it has been saved by an automated electronic backup system for preserving electronic data in a backup file that is, however, overwritten at close regular intervals in any event.

9.9 The duties of the parties set out in this confidentiality agreement remain in force for five years after the termination of the contractual relationship between the parties. Trade secrets, for which the obligations continue for as long as they are protected as trade secrets, are not subject to this.

9.10 The aforementioned rules do not establish any intellectual property usage rights whatsoever. All usage rights authorized under this contract remain unaffected by the aforementioned rules of this Item 9.

10. Liability of the partner; indemnity

10.1 The partner is liable for ensuring that its content in the respective presentation formats does not violate any patent rights, utility model rights, copyrights, trademark rights and/or design rights or comparable property rights of third parties and other statutory provisions, in particular those of the criminal law and the law concerning the protection of minors.

10.2 The partner indemnifies Koelnmesse against all claims by third parties that may be asserted by such parties against Koelnmesse or its licensees due to the infringement of property rights by the content provided by the partner in the context of this contract insofar as the partner is at fault for said infringement. Koelnmesse will immediately notify the partner of any claims asserted by third parties and at its own discretion will either entrust the defence of these claims to the partner or coordinate the defence with the partner. Koelnmesse will neither recognize nor accept as undisputed claims by third parties without consulting the partner. The indemnity also applies to all appropriate defence costs of Koelnmesse, including lawyers' fees, authorities' and court costs, and all other

required expenses as are generally accepted in the sector and are accounted for.

10.3 Insofar as third-party rights are opposed the partner shall, at the partner's discretion and expense, either acquire corresponding rights for Koelnmesse or replace or change the affected parts of the performance in such a manner that the property rights of third parties are not infringed yet the agreed performance features are retained. If this is not possible for the partner under appropriate conditions and within an appropriate time, Koelnmesse shall be entitled to assert its statutory rights.

11. Compensation

11.1 The compensation for Partner Packages is determined according to the event-specific details in the registration documents on the respective website.

11.2 Depending on the event, special prizes can be offered for start-up companies and agencies. Insofar as this is the case, start-up companies are considered to be those companies that follow a digital business model and are not older than three years. Agencies are defined in this context as strategy, communication/PR, advertising, media, dialogue, content, research, IT development, full service and event agencies. The determination as to whether a named exhibitor is a start-up or an agency according to the specified criteria is carried out by Koelnmesse. Please refer to the official registration documents for information on the services making up the individual packages.

11.3 All prices are net prices. The statutory VAT will be charged additionally where applicable. Invoice amounts are payable immediately upon receipt of the invoice.

11.4 As a rule, Koelnmesse provides the partners with an "other service" according to Section 3a (2) of the German value-added tax law (UStG). The place of performance for such services is the recipient's headquarters. Koelnmesse will therefore invoice foreign partners according to the reverse charge accounting mechanism without charging any German VAT. Partners from the European Union need to enter a valid VAT identification number in the form in order to be considered proprietors.

September 07 & 08, 2021

11.5 Partners must immediately notify Koelnmesse in text form of any changes to their VAT identification numbers.

11.6 If, in exceptional cases, other services are provided in which the place of performance is not the registered office of the service recipient and statutory VAT is due, foreign partners may receive a refund of the invoiced VAT provided they fulfil the legal requirements. More detailed information can be found here: www.bzst.bund.de

12. Termination of the contract

12.1 This agreement applies for as long as the digital product is available.

12.2 An ordinary termination of the contract is excluded.

12.3 Either party has nevertheless the right to terminate the contract without notice for good cause. Good cause for Koelnmesse is in particular:

- a) the serious or repeated infringement by the partner of the provisions of these Terms and Conditions of Use;
- b) any serious interference affecting the website caused by actions on the part of the partner;
- c) the action in tort of a partner or the attempt to carry out such an action, e.g. fraud;
- d) the infringement of currently valid data protection regulations by the partner;
- e) continued interference with operation due to force majeure lying outside the control of Koelnmesse, such as e.g. natural catastrophes, fire, failure of supply networks due to non-culpable reasons.

12.4 Any termination must be notified in text form. Termination by fax or e-mail counts as in text form.

13. Liability of Koelnmesse

The liability of Koelnmesse is solely according to the following stipulations.

13.1 Koelnmesse bears unlimited liability for intent and gross negligence and for damages resulting from culpable loss of life, bodily injury or damage to health.

13.2 In cases of simple negligence Koelnmesse is liable where a breach of an essential contractual obligation has occurred. An essential contractual obligation in the sense of this Item 13.2 is a duty the fulfilment of which first makes the performance of this contract possible and on the fulfilment of which the contract partner may thus regularly rely.

13.3 The liability according to Item 13.2 is limited to those damages typical and foreseeable at the time of the conclusion of the contract.

13.4 The liability of Koelnmesse according to Item 13.2 is limited in the event of a loss of data to the costs that would have been incurred in restoring a regular backup of the data by the dealer.

13.5 Insofar as provisions of tenancy law are applicable to this contractual relationship the following shall apply: The strict liability for initial defects according to Section 536a (1) Alt. 1 of the German Civil Code (BGB) is excluded. Also excluded is the partner's right to remedy the defect itself according to Section 536a (2) BGB.

13.6 The limitations of liability apply correspondingly in favour of the employees, authorized representatives, and vicarious agents of Koelnmesse.

13.7 Any possible liability of Koelnmesse for guarantees explicitly designated as such and for claims due to the Act on Liability for Defective Products (ProdHaftG) remains unaffected.

14. Commercial property rights

14.1 Koelnmesse does not want any partners who in the process of producing, disseminating, selling, owning or advertising their products in the broadest sense violate laws regarding the protection of intellectual property or commercial property rights in the broadest sense.

14.2 If a final court decision has determined res judicata that a partner in connection with one of Koelnmesse's digital products has violated laws of the kind mentioned in Paragraph 1, Koelnmesse is entitled to bar that partner from the next digital products of this kind after the res judicata court decision if there is sufficient suspicion that the partner will again and

September 07 & 08, 2021

repeatedly violate laws for the protection of intellectual property or commercial property rights.

14.3 It is the responsibility of the partner to ensure that the content brought into the digital product is not in violation of property rights.

14.4 The protection of inventions for patent registration is the partners' business. The partner must ensure that its inventions are if necessary registered at the German Patent and Trade Mark Office for the Federal Republic of Germany and/or according to the European Patent Convention at the European Patent Office in good time prior to the beginning of the digital product.

14.5 The partner declares bindingly and irrevocably that it itself created the products exhibited by it in the digital product or that they are permissible copies or imitations of other suppliers or other third parties. The partner undertakes to respect the preferential property rights of the third parties.

15. Concluding provisions

15.1 The language of the contract is German. The German version of these Terms and Conditions of Use is binding for the interpretation of their provisions. The English version is solely for the purpose of information.

15.2 In the event that one or more provisions of this agreement should be deemed to be or become invalid, the remaining provisions will remain in full force and effect. Invalid provisions are wherever possible to be replaced by such effective conditions as essentially achieve the same economic objectives as pursued.

15.3 In the event of contradictions between the Registration Form and these Terms and Conditions of Use the rules of the Registration Form take precedence over the Terms and Conditions of Use.

15.4 The substantive law of the Federal Republic of Germany shall apply to this contract and all claims arising from and in connection with it. The UN Sales Convention shall have no application to this contract.

15.5 Should the partner have no place of general jurisdiction in Germany or in another EU member country or should the partner be a merchant or should the partner's permanent residence be relocated abroad after the coming into effect of this contract or should the partner's permanent residence or habitual residence at the time of the institution of proceedings be unknown the exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of Koelnmesse.

September 07 & 08, 2021