

General Terms and Conditions of Purchase for legal relationships between HOLTMANN GmbH & Co.KG and service providers, contractors, and subcontractors (AEB)

I. GENERAL

- (1) These General Terms and Conditions of Service regulate the relationship between HOLTMANN GmbH & Co. KG (hereinafter referred to as the Client) as the recipient of work and services and its contractor as the work/service provider (hereinafter referred to as the Contractor).
- (2) The following terms and conditions apply to all services provided by the Contractor. They also apply to all future business relationships with the Contractor, regardless of whether they are referred to in individual cases in subsequent orders. Confidentiality and usage rights agreements concluded prior to the conclusion of the contract remain valid and take precedence over these provisions.
- (3) The contractor's general terms and conditions shall only become part of the contract if they have been accepted in writing by the client.

II. CONCLUSION OF CONTRACT

The contract is generally concluded upon receipt of the order/placement of the order/approval. However, the client is entitled to correct errors in the order or to cancel orders up to six working days after receipt of the order/placement of the order, without the contractor being able to derive any rights from this.

III. SERVICES

- (1) The contractor is responsible for all services specified in the contract and its annexes. Furthermore, the contractor undertakes, to the extent that it falls within its scope of services, to provide all services not expressly mentioned that are essential for the implementation of the project. This includes, in particular, but not limited to, compliance with generally accepted rules of architecture and construction technology, as well as trade fair, exhibition, and stage construction and event technology, as well as all relevant legal and regulatory requirements. If the contractor or one of its employees drives vehicles or machinery as part of its work for the client, the contractor guarantees that the personnel deployed have the appropriate permits/qualifications (e.g., driver's license, forklift license, scissor lift license, crane operator license, etc.).
- (2) The Contractor shall perform the services assigned to it under the contract itself or through its own employees. The Contractor is not entitled to transfer the services or parts of the services to third parties without the prior written consent of the Client.

IV. OBLIGATION TO COOPERATION

- (1) The parties are obliged to cooperate closely during the implementation of the contract and will settle any differences of opinion amicably if possible.
- (2) The Contractor undertakes to cooperate with all third parties involved in the project in any way as often and to the extent as is necessary and reasonably requested by the Client.
- (3) The parties agree that joint meetings and other gatherings, including with third parties, are necessary for the performance of the contract. The contractor is therefore obligated to participate in these meetings.
- (4) The cooperation obligations are covered by the agreed remuneration.

V. DATES/ DEADLINES/ BUDGET

- (1) The Contractor is obliged to provide the services within the deadlines specified in the contract and taking into account the specified budgets.
- (2) If no explicit deadline has been agreed for the start of execution or completion, the specified completion/delivery date shall apply. The checklists, construction schedules, process plans, media plans, and storyboards prepared by the Client and agreed upon with the Contractor shall be decisive.
- (3) Delays that demonstrably result in 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 Contractor shall prepare interim reports on the status of its services, particularly with regard to compliance with the specified deadlines and budgets. These reports shall be submitted to the Client upon request within three working days at the latest.
- (2) The Contractor shall retain all documents relating to the provision of the commissioned services, regardless of whether they were made available to him or produced by him, and shall return them to the Client upon request within 5 working days, in particular after termination of the contract.

VII. COMPENSATION

- (1) Unless otherwise agreed, the remuneration will be invoiced after delivery of the entire service results.
- (2) Invoice amounts are due for payment within two weeks of receipt by the client.
- (3) Reimbursement of other incidental or travel expenses always requires an additional express agreement.

VIII. Gewährleistung/Haftung

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 contractor guarantees to fulfill its obligations to provide working conditions in accordance with the Posted Workers Act (AEntG) and to pay the minimum wage in accordance with the Minimum Wage Act (MiLoG), as well as to comply with regulations on minimum working conditions. The same applies to any obligations to vacation and social security funds, to the extent that 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 temporary employment, by his temporary employment agencies and by the temporary employment agencies of his subcontractor.
- (3) The Contractor undertakes to provide the Client with evidence of compliance with the above provisions immediately upon request and to inform the Client immediately of any breach.
- (4) The Contractor shall indemnify the Client against all claims asserted against the Client in the event of a breach by the Contractor of its obligations pursuant to Section IX, Paragraph 1, particularly arising from the liability of a guarantor under the Minimum Wage Act (MiLoG) and the Temporary Employment Act (AEntG). This also applies if the liability of a guarantor arises from the engagement of a subcontractor and/or a temporary employment agency.
- (5) For each case of culpable violation of the above provisions, the Contractor shall be liable to 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 violation by the Client; the Contractor shall be responsible for proving that the breach of contract was not culpable. The above provisions do not exclude further claims by the Client; any contractual penalties shall be offset against further claims for damages.
- (6) The Client shall be entitled to terminate the contract with immediate effect if the Client becomes aware or has reasonable grounds to suspect that the Contractor has violated the provisions of Section IX. 1. in the performance of the contract.

X. CONFIDENTIALITY

- (1) The Contractor undertakes to maintain confidentiality regarding 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 all documents received. These shall be deemed trade secrets within the meaning of Section 2, Paragraph 1 of the Trade Secrets Act (GeschGehG). This also applies to all other internal matters of the contracting parties or other involved third parties.
- (2) During setup and dismantling, as well as during the events, photography and filming by the contractor and its subcontractors are prohibited.
- (3) The distribution of photo/film material and written commentary about projects by the contractor and its subcontractors on the internet/social media is prohibited.
- (4) The contractor is only authorized to refer to its services as part of its own public relations work with the express written consent of the client.

XI. PRIVACY

- (1) The Contractor must structure its internal organization in such a way that it meets the specific requirements of data protection and the provisions of the EU GDPR, and that the data processed on behalf of the Client is always adequately protected. Changes to the organization of data processing on behalf of the Contractor that may be significant for data security must be coordinated with the Client in advance.
- (2) The Contractor must implement technical and organizational measures to adequately protect the Client's data. These measures must meet the requirements of the EU GDPR and national data protection laws, must always be designed in accordance with the current state of the art, and must be documented in the Contractor's internal security policy.
- (3) The processing of Client data outside the Contractor's business premises, in particular in private residences, is only permitted with the Client's written or textual consent.
- (4) The data processing agreement between the Client and the Contractor is an integral part of all contracts concluded between the parties.
- (5) The data processing agreement between the client and the contractor is an integral part of all contracts concluded between the parties.

XII. RIGHTS OF USE AND USE

- (1) The parties agree that all rights to the contractually agreed works, text works, CAD plans, construction plans, trademarks, designs, in particular figures and graphics, photos, websites, portals, landing pages, software, data collections and/or other work results, including the associated drafts, documentation and information (hereinafter collectively referred to as "Work Results"), created individually by the Contractor for the Client and its customers, shall belong exclusively to the Client or its customers. The parties further agree that the Client is entitled to use, exploit, supplement, modify and otherwise process these Work Results (even beyond the Client's business purposes and the objective pursued with the specific order) in the most comprehensive manner imaginable, and to combine them with other works or objects, as well as to transfer them to third parties in modified or unmodified form.
- (2) Accordingly, the Contractor grants the Client exclusive, irrevocable, unlimited rights of use — in terms of time, territory, and content — to the work results created by the Contractor that are protected under copyright law, as well as to all revisions and/or modifications of such work results. These rights may be transferred and sublicensed, in whole or in part. This grant of rights includes all types of exploitation and usage rights, in particular the rights of reproduction, distribution, exhibition, presentation, performance, broadcasting, screening, rental, lending, and database use; the rights for cinema, videogram use (including all audiovisual storage systems); merchandising rights; and the rights to playback via interactive and non-interactive image or sound carriers, to broadcast retransmission and public accessibility, to digitization, online provision, transmission and playback, as well as all other forms of public playback and accessibility. Also included is the right to alter or edit the work results (especially by translating and dubbing them into other languages) and to combine them with other works or objects.
The above grant of usage rights covers all known forms of use, in particular the use, application, and/or exploitation for advertising purposes (e.g., in the form of posters, brochures, invitations, letters, reproductions on intranet and/or internet, websites, social media platforms, apps, and all other digital media), in books, press releases, and/or other written works, in television films, corporate videos, photographs and/or other visual recordings, in all digital formats (e.g., within multimedia products, on websites, in apps, for provision via intranet and/or internet), and/or in illustrative depictions and artistic images and/or graphics (including logos) that incorporate the work results.
This grant of usage rights also includes usage in forms not yet known and use in edited versions.
- (3) To the extent permitted by foreign copyright laws, the Contractor also transfers to the Client the copyrights themselves in the work results. Furthermore, the Contractor transfers to the Client all related rights (neighboring rights) existing in the work results, as well as the right to adapt the work results into a film.
- (4) With regard to contractually relevant software that is individually created by the Contractor for the Client and/or adaptations to software and/or parts of software (including protectable databases, data or database structures, and data collections), the following shall also apply:
 - If the work results consist of individually developed software or adaptations of standard software, the Client shall be granted exclusive rights to such software. In all other cases, the rights shall be granted on a non-exclusive basis.
 - The Client shall have the right to exploit, rent, lend, reproduce, modify, alter, and transmit the contractually agreed software or parts thereof — whether individually or integrated into other software and/or software components, and in that context also jointly — either via wired or wireless means, in whole or in part. The Client shall also have the right to make the software available to the public for paid or unpaid access and to publicly communicate about the performance. This explicitly includes any documentation, training materials, or interim results related to the software.
 - The Client is entitled to transfer usage rights to software acquired under these terms in the context of restructurings, corporate sales, or partial or complete outsourcing of IT processes to affiliated companies pursuant to §§ 15 et seq. of the German Stock Corporation Act (AktG), and to third parties (in particular, service providers in connection with such IT outsourcing). Such transfers may also be partial and shall include, within the licensed scope, a right of use in favor of the Client.

- (5) Furthermore, the Contractor transfers to the Client all rights in and arising from inventions, trademark, trade name, brand, and design rights that exist in the work results created for the Client — fully and worldwide. This transfer also includes all applications and expectancies relating to such rights. The transfer applies regardless of whether such rights, applications, and expectancies are registered or unregistered.
- (6) If the Contractor creates software and/or adaptations to standard software on behalf of the Client, the source code and object code developed during the performance of the contract shall be provided to the Client in full and in an appropriate format.
- (7) In addition to exclusive intellectual property rights, the Client also acquires sole ownership of all tangible items, digital works, and data carriers that are created or provided by the Contractor or on behalf of the Contractor for the execution of the order under this contract (e.g., in particular sketches, drafts, documents, molds, models, tools, films, photographs, slides, contact prints, footage, videotapes, print templates, files, USB sticks, memory cards, advertising materials, posters, advertisements, labels, packaging, etc.). This also applies if the aforementioned items and/or digital works remain in the Contractor's possession in whole or in part. Upon request, these items shall be handed over to the Client and/or delivered or transferred in digital form on suitable data carriers.
- (8) Upon payment of the agreed remuneration, both the Contractor's contractual performance obligations and the above-mentioned rights transfers shall be deemed fully compensated. In regard to types of use unknown at the time of contract conclusion, compensation shall be deemed fulfilled once the parties have agreed upon remuneration in accordance with Section 32c (1) of the German Copyright Act (UrhG) after such new type of use has become known.

XIII. THIRD-PARTY RIGHTS AND ATTRIBUTION OF AUTHORITY

- (1) In the case of visual material, the Contractor shall obtain, in advance, any consent that may be required from depicted individuals for the recording, publication, and exploitation of their image.
- (2) The Contractor undertakes to ensure that all authors and holders of related (neighboring) rights who have contributed to the services and deliverables under this contract by virtue of an agreement with the Contractor, or whose services or works have been adopted by the Contractor, receive appropriate participation in the Contractor's revenues in accordance with Sections 32 and 32a of the German Copyright Act (UrhG).
- (3) In the case of the Contractor's own (co-)authorship, the Contractor waives any right to be credited as the author in connection with all uses of the work by the Client and shall require any third parties involved in the provision of the Contractor's services to also waive credit as authors. The decision regarding whether the Contractor and/or any (co-)authors will be named — as well as the manner of such attribution, if any — shall be made solely by the Client.
- (4) The Contractor shall ensure through appropriate agreements (particularly with any employees or third parties engaged by them) that the contractual use of the provided work results and other items, as well as digital works and files, is not impeded by any (co-)authorship or other intellectual property rights, and that the Client is granted the rights described under Section XII. The Contractor is obliged to acquire any necessary rights and/or licenses, if required. Any license fees shall be borne by the Contractor.

XIV. PROPERTY RIGHT INFRINGEMENTS

- (1) Subject to the provisions of Section XIII, Clause 2, the Contractor shall fully indemnify the Client against all claims by third parties arising from the infringement of third-party intellectual property rights through the contractual use of the work results and/or delivered items. This indemnification obligation includes all expenses necessarily incurred by the Client as a result of or in connection with third-party claims, including any costs arising from necessary out-of-court and court legal defense.
- (2) The Contractor shall not be liable for services provided by the Client. The Client shall indemnify the Contractor against third-party claims to the extent such claims are based on the fact that the Contractor acted at the express request of the Client, despite having informed the Client in writing of its concerns regarding the permissibility of such action.

XV. LOYALTY/ NON-COMPETITION

- (1) The Contractor undertakes, for the duration of the contractual relationship, not to offer their services directly to the Client's customers who become known to them in the course of performing the contractual activities, nor to accept any such offers from them. In particular, the Contractor is prohibited from disclosing their contact information to the Client's customers before, during, or after the event. This restriction explicitly applies only to matters related to the respective event.
- (2) For each culpable breach of this non-compete obligation, the Contractor agrees to pay a contractual penalty of EUR 10,000.00 to the Client. The right to assert further claims for damages remains unaffected. The contractual penalty shall be credited against any additional claims for damages by the Client.

XIV. TERMINATION OF CONTRACT

- (1) The Client is entitled to terminate the contract at any time with ordinary notice. The right to extraordinary termination for good cause remains unaffected.
- (2) In the event of termination, whether ordinary or extraordinary, the Contractor shall be entitled to remuneration for the services rendered up to the point of termination. Any further claims are excluded.
- (3) If the performance of the contract becomes impossible for reasons not attributable to either party, the contract shall be deemed terminated. Claims for remuneration or damages are excluded. In such a case, the rights of use that were transferred shall revert to the Contractor.
- (4) In the event of termination of the contract, regardless of the legal grounds, the Contractor shall be obliged to immediately return to the Client all documents and data received or created in connection with their services.
- (5) Unless otherwise stipulated or agreed, the rights of use granted shall not be affected by the termination of the contract.

XV. FINAL PROVISION

- (1) The place of performance for all rights and obligations arising from the contractual relationship shall be the Client's registered office. This also applies to ancillary and substitute obligations. The place of jurisdiction shall be Hanover.
- (2) The legal relationship between the Client and the Contractor shall be governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (3) Should any individual provisions be wholly or partially invalid, the validity of the remaining provisions shall not be affected.