

## **General Terms and Conditions & Data Protection Regulations (Status: January, 2020)**

### 1. Introduction

The company INPOLIS UCE GmbH with its trade mark INTOURS (hereafter INPOLIS) provides services and other business-oriented support (hereafter "services"), in particular expert tours and events, to businesses and private clients (hereafter "clients"). These general terms and conditions (GTC) regulate the supply and execution of all services pertaining to the parties to the contract. The GTC are also valid for any future business between these parties without requiring any renewed reference to them. Diverging terms and conditions on the part of the client are invalid unless INPOLIS has confirmed them in advance. Verbal agreements are not affected.

### 2. Contracts

The contract becomes valid with the acceptance of an offer submitted to the client by INPOLIS. If the contract is accepted more than 14 days after the date of the original offer, a contract confirmation is required from INPOLIS. The offer consists of a description of services, a suggested fee, a budget for services, and a date upon which the services are to be carried out (hereafter "date of services"). INPOLIS and its co-workers distinguish between those services provided directly by INPOLIS (hereafter "INPOLIS services") and those which INPOLIS has subcontracted on behalf of the client (third-party services). See no. 4 for more information. INPOLIS is required to carry out services not specifically contained in the contract only if and when INPOLIS has explicitly agreed to do so. This confirmation may also be considered to have taken place if the service is executed.

### 3. Execution of Services/Itinerary

INPOLIS creates a service itinerary that is binding for both sides. This itinerary is sent to the client in advance. Suggested changes to this itinerary must be reported to INPOLIS immediately or at least 3 business days after receipt of the itinerary. Even if this itinerary is not adhered to by the participants, INPOLIS is still entitled to execute the planned services without affecting the pecuniary claim. If the offer is accompanied by an itinerary, then the latter becomes contractually binding when the offer is accepted, inasmuch as no changes have been communicated along with the confirmation. If, at a later date, suggested changes are made that require further work on the part of INPOLIS, INPOLIS has the right to include this expenditure in the final bill.

### 4. Services Provided by INPOLIS

#### a. INPOLIS' Own Services

Services agreed upon in advance and carried out by INPOLIS are executed by INPOLIS punctually and with due care. Services designated as Planning Services consist of all those services undertaken up until the completion of the offer. Services undertaken after the completion of the offer are listed as Organizational Services. If INPOLIS uses a subcontractor in order to execute these services, INPOLIS will choose these companies carefully and ensure that they execute the services in an orderly fashion. INPOLIS will inform the client of any known conditions that might affect the orderly execution of services.

#### b. Third-party Services

Third-party services are commissioned by INPOLIS in the name of the client. Even if INPOLIS takes upon itself the payment of the third party service, the contract relation between the client and the third-party remains intact. INPOLIS is permitted to commission the service in its own name and to charge the client.

#### c. Rights Involved in Services

INPOLIS remains the sole owner of all rights to contractual services. Inasmuch as the parties do not agree otherwise, the contract does not explicitly allow for the transferring of the rights to copyright, service, picture or any other rights. Rights involved in services include not only the rights to the execution of the event but also to the underlying concept and the composition. All these rights remain the sole possession of INPOLIS.

#### d. Photography

The taking of photographic pictures of INPOLIS co-workers, as well as the taking of photographic pictures in areas not open to the general public, requires prior permission from INPOLIS. If such photographic pictures are taken without the necessary permission, the client is required to hand over the photographic equipment to the INPOLIS co-worker immediately and, to delete in the presence of

that co-worker any photographic pictures taken, and to hand over the equipment for the remainder of the tour and/or event.

The client is obliged to inform participants of these rules and ask that they abide by them. The rights of third parties (particularly the owners of buildings and any other persons photographed) are not affected by this regulation.

e. Audio Recording and Filming

Partial and/or complete audio and film recordings of INPOLIS tours are permitted only with prior permission. The use of any recording equipment must be made known in advance. If recordings are made without prior permission, then no. 4)d is applicable. The rights of third-parties (particularly the owners of buildings and persons filmed) are not affected by this regulation.

f. Preservation of Documents

INPOLIS is required to preserve documents only if and when this has been agreed upon explicitly in advance.

5. Client Responsibilities

a. Total contract costs, advance payment

The client will pay INPOLIS the total contract costs, consisting of cost for program conception and organisation as well as third-party costs, agreed upon for primary services. If not otherwise specified, the client is required to make the following advance payments:

- 1/3 of the estimated fee upon placing the order
- 1/3 of the estimated fee at least 14 days before execution of tour/event
- the remaining amount within 14 days of receipt of the final bill.

INPOLIS is permitted to settle services and third-party costs – on an individual basis- that have already been completed. In such cases, advance payments already made on these services must be taken into account.

b. Reimbursement in accordance with budget, special pre-payments on costs.

The client is required to give his permission if the budget will be exceeded by more than 10%. The client will reimburse INPOLIS for the cost of any additional third-party services paid for during the execution of services upon presentation of the original bill, but only if these costs are not settled directly between the client and the third party.

INPOLIS is in no way obligated to pay expenses on behalf of the client. If necessary, the client will be required to pay higher advance payments upon demand by INPOLIS or third-parties, if this would not be covered by the pre-payment, mentioned in paragraph 5.a. If such a higher advance payment is necessary, INPOLIS will inform the client immediately.

c. Lump sums

If all parties have explicitly agreed on the payment of a lump sum for services provided, the client must agree in advance if this sum is to be exceeded.

d. Responsibilities of the Participants

Typical costs of city tours, such as entrance fees, drinks and food, public transportation, etc. are only covered if expressly agreed upon in the contract. In the case of such expenses, INPOLIS is not required to cover the costs in advance. The related corresponding costs of INPOLIS co-workers are to be covered by the client. If the itinerary includes common meal costs, then the INPOLIS co-worker must be provided with the same meal as for the participants without incurring any additional fees.

e. Taxes and Charges

The prices (fees and budget for third-party services) of the contract are net prices. The client is required to pay the service provider all corresponding value added tax as well as any other charges incurred (e.g. health resort taxes, etc.).

f. Setting-Off

The setting-off of counterclaims is not permitted unless these are undisputed or found to be legally valid.

g. Late Payments

A late payment occurs when the client has failed to make payment by the agreed upon date, or when the client has not responded to a payment reminder from INPOLIS, and/or at the latest 30 days after receipt of the bill.

h. Payments in Arrears

Payments made by the client to the service provider are used to pay off the client's oldest existing debt.

6. Execution of the Contract

a. Contact / Instructions of INPOLIS Co-workers

The client will name a contact person who can be reached at all times, who is authorized and able to make decisions, and who will be present at the execution of the service. This contact person will make sure that the instructions given by INPOLIS co-workers are followed. INPOLIS co-workers are permitted to expect certain behaviour from the participants. INPOLIS co-workers shall not be hindered in their attempt to provide the smooth and timely execution of services and to avoid certain dangers and disturbances for all participants involved. INPOLIS co-workers are entitled, without affecting their INPOLIS fee, to exclude individual participants from the services if the participant does not follow justified instructions or if the participant disturbs or endangers the safe execution of the services. Participants who are under the influence of drugs or alcohol may be denied participation at any time.

b. INPOLIS Co-workers

If so desired by the client, INPOLIS will provide information on the co-worker who will be carrying-out the service. INPOLIS will attempt to fulfil any explicit wishes for specific co-workers on the part of the client. If necessary, INPOLIS has the right to substitute one co-worker with another equally-qualified co-worker.

c. Possibility of taking along co-workers and/or third persons on a tour;

INPOLIS is permitted to allow new and/or future co-workers and/or a third party to participate in the execution of services. INPOLIS is required to avoid any inconveniences caused by this.

d. Requests, permission, etc.

If, in the context of the execution of services, INPOLIS is required to make requests on behalf of the client (e.g. permission to visit a location, etc.), the client is obliged to provide INPOLIS with the necessary information in the appropriate form immediately and no later than 3 business days after the information request has been made. INPOLIS is not responsible for the failure of permission requests and is in no way obliged to pursue such failures or to take legal action.

e. Necessary Itinerary Changes;

If changes to the itinerary are necessary, INPOLIS will inform the client immediately. INPOLIS will attempt to take into consideration any specific wishes expressed by the client with respect to the itinerary. If necessary, INPOLIS is permitted to undertake reasonable changes to the itinerary without the advance agreement of the client.

f. Third-party services

If INPOLIS hires third parties, INPOLIS is permitted to substitute one third party for another. The same applies to third parties hired by the client. The client must be notified of such changes immediately. Any additional costs must be agreed upon in advance with the client.

g. Deficiencies

The client and/or his authorized representatives are obliged to inform INPOLIS immediately of any deficiencies in the services provided by INPOLIS and to reprimand them under the proviso of the law. Deficiencies in the execution of services are to be noted while the services are being carried out. If this is not possible, the complaint shall be submitted in writing within 24 hours of discovering the deficiency.

h. Withholding of Services

If the client is tardy in any way with his payments, for whatever legal reason, INPOLIS has the right to withhold services.

## 7. Liability

a. INPOLIS is not liable for the economic success of the event. If certain participants do not take part in the event, INPOLIS's claims remain untouched insofar as INPOLIS is not responsible for the lack of participation.

b. INPOLIS's liability is limited to malicious intent and negligence if no other contractual obligation and/or guaranteed feature is affected. This applies also to negligence on the part of representatives or aides.

c. The client's right to be given the opportunity to remedy facts is excluded unless otherwise designated in individual cases.

d. INPOLIS is liable for damages only to the extent that a warranty submitted to the client by INPOLIS protects against these damages.

e. If INPOLIS subcontracts or arranges an agreed-upon service in the name of the client, the service liability of INPOLIS is limited to the orderly selection of the third-party and the contracting thereof.

f. If INPOLIS contracts third-party services, the service obligation of INPOLIS is also limited to the orderly selection of the third party and their hiring. INPOLIS is not obligated to implement the third party's adherence to the contract. INPOLIS will nevertheless hold the third party to its contract and upon demand transfer to the client all existing rights with respect to the third party.

g. The contractual liability for damages that are not bodily damages is limited to EUR 50,000. The liability for non-permitted action for damages that were not committed deliberately or negligently, is limited in terms of personal injury to EUR 25,000, in terms of damages to property EUR 1,000. If the client wishes an increase in the liability limits, INPOLIS will, in response to an appropriate request, offer a corresponding insurance, inasmuch as one is available, at the regular conditions.

h. In the case of damages, INPOLIS will inform the client immediately of any compensation provided by a third party and set it off from any claims made by the client of INPOLIS. This applies in particular to insurance services.

i. INPOLIS is not liable for the loss or damage of the client's or the participants' property in the course of the events.

j. INPOLIS is also not liable if certain services are carried out in spite of warnings given to the client or if participants have neglected to follow instructions given by INPOLIS co-workers. INPOLIS is not liable for damages caused as a result of the client's neglect to fulfil his duty to cooperate.

k. INPOLIS is not liable for the failure to acquire permission, etc. INPOLIS will inform the client in the case of such a failure and to suggest alternatives.

## 8. Cancellation of Contract

a. INPOLIS is not responsible for the cancellation or restriction of an event as a result of a higher power. Higher power is considered here to be natural disasters (fire, flooding, earthquakes), assassination threats, sovereign measures, war, loss of artists, strike, political unrest.

b. If the client does not wish the contract to be executed (in particular, cancellation of the contract) or if the contract cannot be carried out because of an occurrence as in note 8.a, the client is nevertheless obliged to pay all services and third party costs already organized up to this point and at least the following percentage has to be paid:

- from the time when the contract offer is reconfirmed: 30 %
- less than 28 full calendar days before the date of event/program: 50 %

- less than 14 full calendar days before the date of event/program: 70 %
- less than 7 full calendar days before the date of event/program: 100 %

c. Costs of cancellation of third-party services

The client will also cover the cancellation costs for third-party services. If those costs are not covered by the cancellation fees, mentioned in paragraph 8.b, the cancellation costs are determined according to the cancellation policies of that third party.

d. Overpayments will be returned to the client immediately by INPOLIS.

## 9. Data Protection

INPOLIS processes all personal data, that is collected in the course of a provided service, pursuant to the provisions of the General Data Protection Regulation GDPR. All the personal data collected, like business contacts or lists of participants, are solely used for the fulfilment of the contract and until the end of the contract or project. Any subsequent processing of the data is excluded. The data is stored securely and will not be transferred to third parties.

The client and contracting party has the right to access his or her personal data and the right to have it deleted or rectified. It has to be taken into account, that with regard to certain data, INPOLIS underlies a legal data retention obligation (§ 147 (3) in conjunction with (1) no. 1, 4 and 4a AO, § 14b (1) Value Added Tax Act and § 257 German Commercial Code). To protect justified and legal interests, INPOLIS is authorized to store client data or business letters with lists of participants for a certain time in accordance with the legal limitation period (see article 6 GDPR).

## 10. Miscellaneous

a. Both parties will support each other in the execution of the contract and in particular provide necessary information and documents. They will inform each other about conditions that might endanger and/or limit the due execution of the contract and inform each other about potential dangers for participants and/or third parties. If special attention is required to ensure the safety of the participants (e.g. children, handicapped, participants from countries who drive on the left side of the road, etc), the client is obliged to provide this information before requesting an offer.

b. The client and INPOLIS agree to permit the naming of the other as well as the usage of mutually agreed-upon images in their respective company presentation.

c. Should individual regulations of this contract become ineffective, this does not affect the validity of the other regulations. The parties to the contract are required to replace an ineffective regulation with a valid one with which the desired business goal may be reached. A corresponding obligation also applies to contractual loopholes.

d. Changes and additions must be made in writing. This also applies to the abolition of this writing requirement.

e. The court of jurisdiction for the entire legal relationship between the parties, including the validity and inclusion of these conditions, is exclusively Berlin, Germany. Applicable law is exclusively the law of the Federal Republic of Germany