

General Terms and Conditions for Clients of MCI Deutschland GmbH

1. Contract Subject

The following General Terms and Conditions (GTC) regulate the relationship between MCI Deutschland GmbH ("Contractor", "MCI" or "Agency") and its customers ("Client").

The Client intends to commission the Contractor for the planning, preparation and performance of the Client's event/event series (hereinafter: PROJECT):

MCI will be entrusted with organizational and technical preparation, performance and postprocessing services of events. The Contractor possesses extensive experience and is commissioned and will serve as an event agency. MCI is a general contractor and may use additional subcontractors and pre-suppliers for the PROJECT.

Decisive for the Contractual relationship, in particular for the type and scope of the services and deliveries to be performed as well as for the execution of the PROJECT, are the service description and the budget (in written correspondence with the Client also referred to as the cost calculations or cost estimate (KVA)) according to the Contractor's offer.

2. Contractor's Tasks and Obligations

2.1 The type and scope of the Contractually owed services by the Contractor for the subject of the Contract shall be based on the Contractual service description and the budget, which - in accordance with the Contractor's offer - are annexes to these General Terms and Conditions.

Services not included in the Contractor's service description are not included in the agreed fee. In case of a subsequent decision to assign the Client's original services or parts thereof to the Contractor, a corresponding offer will be made and additional fees will be charged. The procedural rules of Section 7 of the Contract—Service and Cost Changes—apply.

2.2 The Contractor will not be the organizer, but will have the position of an event agency for the specified services. For the performance of its Contractually agreed service obligations, the Agency will conclude contracts with service providers (e.g. location managers, hotels, caterers, artists and tech firms) and obtain necessary permits in the Agency's own name and for the Agency's own account.

2.3 The Contractor has sole decision-making authority about all transactions referring to the Contractual relationship between MCI and subcontractors commissioned by MCI.

2.4 The Contractor is entitled to retain the share/fee to which he is entitled by way of offsetting after invoicing.

2.5 The Contractor will coordinate essential decisions related to the event with the Client. The Contractor will answer and decide any questions of the Client without

undue delay if requested. The Contractor will perform Contractual tasks conscientiously and actively and will especially forward status inquiries in a timely manner. In case of disruptions, the Contractor will do everything within reason to contribute to rectifying the disruption and mitigating damage.

2.6 Externally, the Contractor may either act in person through the Contractor's management or through vicarious agents within the meaning of Section 278 of the German Civil Code [Bürgerliches Gesetzbuch, BGB]. For this, the Contractor may use third parties (e.g. employees, freelancers or subcontractors) to perform the tasks under the Contract (delegation authority).

2.7 Data of participants—if collected by the Agency as part of these services—will be transferred to the Client after the event. This transfer of personal data will be performed in accordance with an additional data protection agreement following joint specification of the technical requirements in accordance with Article 32 of the General Data Protection Regulation.

2.8 The Agency's performance obligations are conditional on the Client's creditworthiness. In case of inaccurate information of the Client about matters establishing the Client's creditworthiness or if the Client suspends payments, MCI will no longer be required to perform its services. In this case, MCI may demand advance payment or other appropriate collateral for its payment claims. If the Client fails to comply with this request, MCI may cancel or withdraw from the Contract for a compelling reason and obtain compensation for damages.

3. Invoicing/Fee of the Contractor

3.1 Agency Fee

For the services to be performed by the Contractor, the Client will pay the agency fee or percentage rate specified in the budget. The agency fee is for the Contractor's work.

External costs are only included in the agency fee if stated expressly in the service description or budget. In all other cases, these must be paid in advance by MCI, included in the budget and stated as external costs (also referred to as third-party costs) on the final invoice.

3.2 External Costs

Costs for third-party services necessary for preparing, organizing and postprocessing the event will be invoiced to the Client in accordance with the external cost budget attached hereto or to be prepared. This budget is based on the information in the confirmed offer and all other third-party services agreed with the Client for event planning and organization.

Further external costs of additional services (e.g. of limousines and drivers, buses, additional catering, bank fees, insurance, etc.) requested or incurred at a later date will be invoiced in accordance with an additional offer and following confirmation from the Client.

The Client will be informed about payment deadlines and costs of partial or complete cancellation in a timely manner and undertakes to make such payments to MCI in time and accept the cancellation conditions of the service providers.

4. Payment Conditions/VAT

4.1 Specific payment conditions will be Contractually agreed separately or stated with the offer.

4.2 Payments must be made in time to the Contractor's account at: BNP Paribas Niederlassung Deutschland, IBAN: DE85 5121 0600 4222 2340 17 without bank fees.

MCI does not grant cash discounts, unless agreed otherwise or offered by MCI.

4.3 If the Client wants to pay by credit card instead of making a transfer, MCI will charge a separate processing fee of 5% of the invoice amount to the Client.

4.4 Objections to the final invoice must be received by MCI in writing within 10 days. Objections cannot be accepted after this deadline.

The Agency acts in its own name for its own account, unless specified otherwise by the Contract.

Any other services of the Agency during the performance phase of the event are not part of the Contract, but may be agreed in writing if necessary.

4.5 Payments will be received on time if the invoice amount is credited to MCI's account by the legal payment deadline.

If the Client does not pay advance payments or total or remaining amounts in time,

a) the Contractor will be entitled to default interest of the legally permitted amount even without further payment reminders,

b) the Contractor may refuse performance even without further payment reminders and withdraw from the Contract with reasonable notice if the service has not yet been performed. In this case, the Contractor may charge the cancellation fees to the Client agreed in the offer or separately in the Contract. Further claims to compensation for damages remain unaffected thereby.

4.6 All prices in the Contract are plus the VAT valid at the time of Contract conclusion.

4.7 If a VAT rate other than that specified in the Contract/budget becomes valid due to changes to the law or legal opinions, the Parties undertake to correspondingly adjust the stated VAT.

The Client is responsible for all taxes incurred by MCI as part of the performance of the Contract and organization of the event.

4.8 MCI does not grant tips to third Parties. Tips may be granted at the discretion of the Client and in coordination. Agreed tips must be paid based on proper invoices by third parties. These tips will then also be part of the final invoice to the Client.

5. Legal Status

The bearer in the immaterial and legal sense and, therefore, of the financial risk of the event is the Client. The Client serves as the organizer. All event-specific contracts will be concluded by the Contractor in his own name and for his own account. For this, the Contractor purchases and sells services in form of package services (external services plus the agency fee) to the Client.

6. Service Performance

When performing the above services, the following especially applies:

6.1 The external costs calculated in the opening budget in Annex 2 are based on estimates or offers of third parties in the year of budget preparation. Current and expected cost changes must be reported to the Client by the Contractor and included in budget updates.

6.2 In case of cost and/or service changes outside of the Contractor's influence or if the Client requests the budget to be raised, the Client will assist the necessary budget adjustments or necessary service scope restrictions and/or provide the necessary financing. The procedural rules of Section 7 of the Contract—Service and Cost Changes—apply.

6.3 Insofar as changes in costs occur in accordance with the above clauses and are notified to the Client, the Client is obliged to agree to the changed costs, insofar as the Contractor is not responsible for the cost changes or if these cost increases are based on the Client's express instigation or instruction.

6.4 The Parties will perform services and tasks, including providing necessary mutual information for the purpose of successful cooperation, in advance based on a—jointly decided—schedule (also referred to as the project plan, milestones or timeline). In case of legitimate scheduling difficulties caused—personally or materially—by the Party obligated to perform services or by a third party, the Parties must notify each other without undue delay and appropriately adjust the schedule. This does not apply if the Party obligated to perform services causes the scheduling difficulties with intent or gross negligence.

6.5 If a Party considers the other Party's performance/partial performance to not be in compliance with the Contract, this Party must report this in writing and request remedies without undue delay.

7. Service and Cost Changes

7.1 The Contractor may make changes to Contractually agreed services in case of compelling reasons necessitating changes after Contract conclusion. Changes and deviations that significantly impair the overall services or make service performance unreasonable for the Client in consideration of both Parties' interests or disadvantage the Client in bad faith are not permitted. Guarantee claims will remain unaffected if changed services are defective.

7.2 After Contract conclusion, the Contractor may adjust agreed costs in consideration of the Client's interest if such adjustments are necessary due to



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- a) changes made by the Client to the service scope and/or service description,
- b) changes to information and taxes essential to and included in the agreed service scope,
- c) changes to transportation costs (e.g. fuel costs),
- d) changes to exchange rates,
- e) or cost adjustments by service providers spread over the year (due to cost increases by subcontractors, increased inflation rates or production costs)

and the circumstances that caused the increase did not yet occur and were not foreseeable for the Contractor at the time of Contract conclusion.

Cost increase notices are only effective if issued in writing with the relevant cost items of the points of reference necessary for determining the cost increase and applicable distribution measures for each cost item and the corresponding calculation methods.

Increased service costs must be borne based on the difference between the Contractually agreed calculation and the actual higher purchase price of the service. Evidence of these additional costs must be provided by the Contractor. The German consumer price index (CPI) of the Federal Statistical Office in the month/year of Contract conclusion compared to the month/year of the event in case of an increase of more than 10% will suffice as evidence. Price adjustments must then be based on the German consumer price index of the month/year of the event.

7.3 The Parties must inform each other without undue delay about changes under Subsections 1 and 2.

In case of significant changes to essential services that include costs, the Client may withdraw from the Contract. The withdrawal rights of the Contract apply following a written warning with a deadline. In case of changes under Section 7.1, the Client may, instead of withdrawing, obtain at least equivalent performance if this may be offered by the Contractor at appropriate additional cost.

The Client—under the above Sections 7.1 and 7.2 and after receiving notice of service and cost changes—has the right to exercise these claims to equivalent performance against the Contractor at any time.

7.4 Overall performance and cost reviews are performed by the Contractor in appropriate intervals. All costs specified in budgets prepared by MCI or in the Contract and its annexes are based on the price structure of the year of the offer plus VAT applicable at the time of the event. Price changes by service providers remain expressly reserved in accordance with Section 7.2.

8. Obligations of the Client

8.1 The Client assigns the tasks under the Contract and the included budget and service description to the Contractor. The Client serves as the organizer and bears the financial and organizational responsibility. The Contractor must assist the Client according to the specifications in the service description.

8.2 The Client is obligated to cooperate and will assist the planning, organization and implementation of the event. The Client will especially answer and decide any questions when requested by the Contractor. Adverse effects for the Contractor due to decisions or information received late will be attributed to the Client.

The Client will perform required services on time. This especially includes announcing decisions affecting the Contractor's obligations without undue delay.

8.3 As the organizer, the Client must bear the typical event costs, especially taxes and other charges. The Client is responsible for obtaining any necessary official permits and/or registrations in time, insofar these are not agreed under the Contract and are therefore organized by the Contractor. Any official requirements must be reported to the Contractor without undue delay.

8.4 The Client guarantees that the Contractor will receive a competent contact person from the Client during the planning, event and postprocessing phase. Any necessary or useful statements may be issued to or received from the Contractor by this contact person.

9. Copyrights

9.1 Insofar as material, concepts, designs and technical applications and tools (digital platforms, apps, websites, etc.) prepared by the Contractor and adjusted to the Client's needs are subject to copyright as intellectual creations and provided to the Client as part of the agency work, the Contractor grants the organizer the basic, spatial unlimited usage right to use the material, concepts, designs and technical applications and tools in all usage types corresponding to the purpose of the Contract, but restricted to the duration and content of the event that is the subject of the Contract. Use by the Contractor and/or third parties is not excluded. The Parties may conclude a separate agreement on the granting of and fees for copyright usage rights.

9.2 Insofar as the material, concepts, designs and tools created by the Contractor are subject to copyright law as intellectual creations, the Client must name the Contractor as the creator/author.

9.3 Infringements of the Client on Subsection 1 or 2 will be punished by an appropriate Contractual penalty. Further claims to compensation for damages remain unaffected.

10. Advertising/Photographic and Image Rights

10.1 The Client will supply the necessary advertising material, company logo, event logo, videos, press releases, etc. to the Contractor free from third-party rights for the performance of MCI's Contractually agreed services and will provide additional information about the event to be organized and the exact content of the program if requested. The Client guarantees that the Client owns all necessary rights.

10.2 Following prior coordination, the Client will name the Contractor as the responsible event agency for the event.

10.3 The Contractor may advertise the Contractor's business to an appropriate extent during the event.



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10.4 The Contractor may use excerpts of work results for the Contractor's internal operations. The Client's name and logo may be used and named as a reference on the Contractor's website for reference purposes. The same applies to the use or referencing of any kind or in any other publication for self-marketing purposes.

10.5 The Contractor is entitled to produce or use photographs and film recordings of the event, e.g. for the purpose of documentation or for own publications for reference use, unless the Client objects in writing at least 2 weeks before the event.

11. Liability

11.1 Unless specified otherwise by the Contract, the Parties will be liable as required by law in case of breaches of Contractual and non-Contractual obligations. The Contractor will be liable under the German Civil Code [Bürgerliches Gesetzbuch, BGB] as part of the diligence of a prudent businessperson, especially for

- a) proper performance of Contractually agreed services and
- b) diligent selection and supervision of service providers.

11.2 The Contractor will only be liable for compensation for damages—irrespective of the legal grounds—in case of intent or gross negligence by the Contractor or the Contractor's legal representatives or vicarious agents. The Contractor will only be liable for simple negligence of the Contractor or the Contractor's legal representatives or vicarious agents in case of

- a) damages resulting from injuries to life, limb or health and
- b) damages resulting from violations of essential Contractual obligations (obligations on whose fulfilment proper Contract performance depends and on compliance with which the other Party relies and may rely); in this case, the Contractor's liability will be limited to compensation for foreseeable typical damage for up to the agreed agency fee amount.

11.3 This liability exemption in Subsection 2 also applies to the liability of the Contractor's legal representatives and vicarious agents.

11.4 The liability limitations in Subsection 2 shall not apply if defects are fraudulently concealed by the Contractor or the Contractor's representatives or if features and/or the quality of the work have been guaranteed. The same applies to claims of the Client under the German Product Liability Act [Produkthaftungsgesetz, ProdHaftG].

11.5 The Contractor has liability insurance with coverage of CHF 20 Mio (20 million Swiss francs) for the following damage:

- a) Personal damage: Death or injury of persons
- b) Material damage: Destruction or loss of or damage to material goods or death or injury of animals

11.6 The Contractor is not liable for the omission of service providers chosen/selected by/contracted at the instigation of the Client or for related price changes and/or costs.

11.7 The Client must irrevocably hold the Contractor harmless of any claims resulting from material provided under Section 10(1) infringing on third-party rights (especially copyrights, photographic/image and name rights, brand rights, competition rights or personal rights) or other laws. This obligation to hold the Contractor harmless also applies to any dunning, court and legal defense costs.

12. Principles of Loyal Cooperation, Confidentiality and Secrecy

12.1 For purposes of Contract performance, the Parties will cooperate loyally and inform each other about significant changes without undue delay.

12.2 The Parties will resolve disputes with the aim of finding an amicable solution.

12.3 The Parties agree to

a) treat any information, business relationships and other business or operational matters exchanged between the Parties—irrespective of whether this is done orally or in writing or whether these are labeled or must be considered confidential based on the circumstances—during the cooperation under this Contract strictly confidential

and

b) not use or make these available to third parties, except for the purpose of Contract performance, even after complete performance or the expiration of the Contract. The Contractor may only make this information available to the Contractor's management, employees or advisors, if available, to the extent that they are subject to confidentiality under these provisions and are involved in matters concerning the Contract. The Contractor must take any appropriate measures to prevent unauthorized use of confidential information and personal data and must inform the Client without undue delay about any suspected unauthorized use or transfer.

13. Event Location/Date

If the event is not held at the Contractually specified location and/or on the Contractually specified date, the Contract will remain valid.

14. Termination of the Contractual Relationship

14.1 Cooperation based on the Contract may only be terminated by either Party for a compelling reason. Legal rights to terminate the Contract at any time without stating reasons are expressly excluded.

14.2 A compelling reason is especially present in case of a severe breach of the Contract by a Party or if agreed services are not performed or not performed on time, despite a written warning, resulting in significant disruptions to the preparation and organization of the event. Warnings must include an appropriate deadline.

14.3 Terminations must be in written form and submitted via registered letter.

15. Offsetting/Right of Retention

15.1 The Client may only offset against the Contractor with counterclaims that have been legally established or are uncontested or recognized by the Contractor.

15.2 The Client may only exercise rights of retention if the Client's counterclaims are based on the Contract.

16. Final Provisions

16.1 The law of the Federal Republic of Germany applies.

16.2 The Contract and its annexes include all agreements between the Parties. Oral side agreements do not exist. Text form with scanned signatures of the Parties by email suffices for formally effective Contract conclusion. Text form (e.g. email or fax) also suffices for changes and additions to the Contract. This also applies to any waiver of this text form requirement.

16.3 Should a provision of the Contract be ineffective or contain gaps, the legal effectiveness of the remaining provisions will remain unaffected. In place of the ineffective provision, the law will apply.

16.4 Unless required otherwise by law, Berlin, Germany, is agreed as the place of jurisdiction.

MCI Deutschland GmbH

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