

General Terms and Conditions for GREENTECH FESTIVAL Partners and Exhibitors 20 to 22 May 2025

§ 1 Scope of application, conclusion of contract, definitions

1. The Greentech Show GmbH (hereinafter: 'GTS'), represented by the managing director Marco Voigt, Münzstraße 15, 10178 Berlin, organises a conference, the Green Awards, a concert and an exhibition as a physical, virtual or physical-virtual (hybrid) event (hereinafter 'events' or 'event') under the umbrella of 'GREENTECH FESTIVAL' and 'GTF CONNECT'. They offer space for mutual exchange on innovative ways out of the climate crisis and the latest technologies for a sustainable lifestyle.
2. Various partner and exhibitor packages are offered by GTS for each festival (e.g. a start-up stand or joint stand). Customised partner packages can be put together on request. Booking requests for a partner or exhibitor package can be made in writing or in text form (e.g. by e-mail). As the number of partner and exhibitor packages is limited in some cases, offers to book a partner or exhibitor package are always subject to change and non-binding. A legally binding contract between GTS and the booking company (hereinafter: 'partner or exhibitor') regarding a partner or exhibitor package for an event (hereinafter: 'event contract') is only concluded when GTS expressly confirms the booking request.
3. These General Terms and Conditions (hereinafter referred to as 'GTC') form the basis and are an integral part of the event contract. These GTC shall apply exclusively. Conflicting, deviating or supplementary terms and conditions of the Partner or Exhibitor shall not apply and are hereby excluded. Such terms and conditions of the partner or exhibitor shall not become part of the contract even if GTS does not expressly object to them, accepts payments from the partner or exhibitor without reservation or provides the services without objection. This also applies in the event that the partner or exhibitor has prescribed a special form for the objection.
4. These GTC shall only apply to companies within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law.
5. If GTS and the partner or exhibitor (hereinafter: 'the parties') agree deviating terms and conditions in the event contract, these shall take precedence over those provisions of these GTC from which they actually deviate. The remaining provisions of these GTC shall remain unaffected by this and shall apply accordingly.

§ 2 Performance obligations GREENTECH FESTIVAL

1. The scope and nature of the services to be provided by GTS are set out in the event contract. The parties can only agree changes to the individual services by mutual consent in text form or in writing. Services outside of the event contract are not owed. Verbal side agreements are only effective if they are confirmed in writing or in text form by both parties.



2. GTS is authorised to determine the manner in which the service is provided at its own reasonable discretion. In particular, it is authorised to commission third parties with the provision of the agreed service.
3. GTS is not obliged to provide the services of the event contract if the provision of services is legally or actually impossible or disproportionate (e.g.: required consent for image/video recordings is not available / partner or exhibitor package is booked at a time when the last event mailing has already been carried out). In other cases, GTS is authorised to provide substitute services at its own discretion with regard to the services agreed in the event contract, taking into account the interests of the partner or exhibitor, which are based on the originally intended contractual service content. GTS shall inform the partner or exhibitor about the organisation of the substitute service.
4. GTS is not obliged to achieve the more far-reaching communicative objectives that the partner or exhibitor pursues by concluding the event contract. In particular, GTS does not guarantee a specific minimum number of participants. Information on the number and type of event participants in the event contract is based on experience and is merely an estimate without binding character.
5. The names of individual services used in the event contract are working titles. Accordingly, GTS reserves the right to change the name of the event or individual components thereof (e.g. Leafs, stages, programme items) in the course of the contract period.

§ 3 Terms of payment

1. The partner or exhibitor undertakes to pay the remuneration agreed in the event contract plus statutory VAT without deduction to GTS within 10 days of receipt of a corresponding invoice (hereinafter 'event amount'). If fees or currency differences are incurred for payments from abroad, these are to be borne by the partner or exhibitor.
2. Unless otherwise agreed in the event contract, the parties shall bear the costs incurred by them for travelling to and from the event, accommodation costs and other expenses incurred in the performance of the event contract.
3. The parties agree that invoices can also be sent electronically. If the invoice address differs from the contractual address, additional information (cost centre, order number, etc.) is required for invoicing or electronic invoicing is not possible, the partner or exhibitor must inform GTS of this information.
4. Complaints about invoices can only be considered if they are made in writing to GTS within 14 days of the invoice being issued.
5. The assignment of claims against GTS is excluded. The offsetting of claims is only permitted with undisputed or legally established counterclaims.
6. To secure its claims, GTS reserves the right to exercise the lessor's lien. GTS shall only be liable for damage to the pledged property in the event of intent and gross negligence.

7. GTS will use the event amount to cover the costs of the event. The partner or exhibitor is not entitled to a refund of payments made or to the disbursement of any capital gains, unless otherwise stipulated in the event contract. Interest and other investment income from the event amount paid in shall also be used to cover the costs incurred.

§ 4 Obligations of the GREENTECH FESTIVAL Partner and Exhibitor to co-operate

1. Free tickets provided to the partner or exhibitor lose their validity if they are not redeemed in the online ticket shop at least two weeks before the start of the event.
2. The partner or exhibitor is entitled at any time to waive the utilisation of the services agreed in the event contract and the rights granted to him. In this case, he must inform GTS in writing (e.g. by letter or e-mail) without undue delay and in any case no later than three weeks before the start of the event. The waiver of the utilisation of services and rights shall not affect the payment obligations of the partner and exhibitor.
3. The partner or exhibitor undertakes to participate in the festival in a climate-neutral manner. The carbon footprint of participation in the event should be as small as possible (mobility, stand implementation and transport, advertising materials, catering, etc.) and unavoidable emissions must be offset by the exhibitor. Proof (calculated footprint and compensation) must be provided with or to the festival's compensation partner myclimate Deutschland gGmbH. The exhibitor must pay any associated costs (e.g. processing fee, compensation payments) directly to myclimate Deutschland gGmbH. If this proof is not provided by two (2) months after the event, the compensation will be carried out by the organiser on the basis of estimated values and invoiced to the exhibitor.

§ 5 Special conditions for exhibition spaces

Beinhaltet der Event-Vertrag als Leistung von GTS die Zurverfügungstellung einer Ausstellungsfläche vor Ort, so finden die nachfolgenden Regelungen Anwendung:

1. GTS will organise the thematic and local placement of the contractually agreed exhibition space and inform the partner or exhibitor of this in good time before the start of the event. Preferred placements will be taken into account where possible. However, the partner or exhibitor has no claim to the allocation of a specific exhibition space.
2. The partner or exhibitor must complete the exhibition space provided by the opening of the respective event and return it immediately after the end of the event in the condition in which it was handed over. All applicable regulations and provisions, in particular safety and fire protection regulations and any applicable hygiene concept, must be complied with when setting up and designing the stand.
3. An exchange of the allocated exhibition space with another partner or exhibitor and/or a partial or complete transfer of the exhibition space to third parties is not permitted without the corresponding consent of GTS.

4. The inclusion of sub-exhibitors or additionally represented companies on the exhibition space by the partner or exhibitor is subject to costs and authorisation. The partner or exhibitor is liable for the fulfilment of the obligations by the third party or parties.
5. If GTS makes the stand available, no structural changes may be made to the stand, including the furnishings (pasting, painting, etc.). Assembly work may be carried out by GTS or by the stand construction companies appointed by GTS for a separate charge, but in any case only after prior consultation with GTS.
6. The partner's and exhibitor's own items will be sent to the stand at the partner's and exhibitor's expense, set up there properly and professionally and dismantled and collected again within the time agreed in the event contract.
7. The exhibition space allocated to the partner and exhibitor must be properly occupied with exhibits and operated by competent personnel for the entire duration of the event within the agreed opening hours. Premature dismantling of the stand before the end of the event is not permitted. Exhibits may only be removed early with the prior written consent of GTS. The same applies to the replacement of exhibits; this may only take place with the written consent of GTS one hour before the start and one hour after the end of the opening hours.
8. Presentations and advertising measures may only take place in the allocated exhibition space and must be arranged in such a way as to avoid visual and acoustic disturbance of neighboring stands or obstruction of the stand and aisle areas.
9. In the event of non-compliance, GTS is entitled to prohibit the measures and to terminate the event contract without notice in the event of repeated non-compliance. Payment obligations shall nevertheless remain in force in this case.
10. If the partner or exhibitor culpably violates the above provisions (paragraphs 2-8), GTS may, after unsuccessful warning, claim a contractual penalty of 25 percent of the remuneration per event day.
11. GTS is entitled to remove exhibits from the exhibition space or have them removed if their display contradicts the event program and/or the agreements in the event contract, violates competition law regulations or third-party property rights, proves to be a nuisance or dangerous, or is incompatible with the purpose of the event. The hand sale and retail sale of goods and services during the event is permitted with the approval of GTS. The right to conclude contracts at the event remains unaffected by this as long as the handover of the goods or provision of the service and their payment - regardless of their form - only takes place after the end of the event.
12. Copyrights and other industrial property rights to the exhibition goods must be secured by the partner or exhibitor.

§ 6 Use of the logo, property rights

1. In order to properly fulfill the performance obligations arising from the event contract, the partner or exhibitor grants GTS the non-exclusive, time-limited, transferable to affiliated companies within the meaning of §§ 15 ff. AktG (German Stock Corporation Act) and subcontractors, free of charge and revocable with a notice period of two weeks, to use its name, company name, company image and company logo (hereinafter: "License Object") in connection with the promotion and execution of the event for the duration of this contract and a reasonable period of follow-up reporting, but for no longer than twelve months after the end of the event. Use for documentary purposes is not limited in time. This right of use includes in particular the reproduction, distribution and making available to the public of the subject matter of the license.
2. GTS will not make any changes to the subject matter of the license that go beyond proportional scaling without the prior permission of the partner and exhibitor.
3. The partner or exhibitor shall indemnify GTS against all third-party claims arising from the use of the licensed item, provided that the licensed item has been used in accordance with the provisions of the event contract. The partner or exhibitor shall support GTS in the extrajudicial and judicial defense of the asserted claims, in particular provide the necessary documents and make the necessary declarations, as well as reimburse all damages incurred by GTS, as well as reasonable costs and expenses, including legal defense costs.
4. In order to fulfill its performance obligations under the event contract, GTS shall, among other things, take or have taken commercial photographs and video recordings of the event and any individual exhibition areas and use them for marketing purposes. If this affects the industrial property rights of the partner and exhibitor, the latter agrees to the aforementioned production of the recordings and their use.
5. A recording of the event, e.g. on audio or video tapes, is only permitted with the written consent of GTS.

§ 7 Photo, video and sound recordings

1. As part of the event, GTS or third parties commissioned by GTS shall make photo and/or video recordings directly outside and inside the event rooms to document the event. These recordings are used by GTS for its own marketing purposes, among other things, and are used on television, the Internet (e.g. on the organizer's website and in social networks) and radio as well as at other GTS trade fairs, festivals and events.
2. By concluding the contract, the partner or exhibitor agrees to the photo and/or video recordings mentioned under paragraph 1 (and to the processing of any personal data involved) and irrevocably authorizes GTS, free of charge and exclusively, to use the above-mentioned recordings as well as edits thereof for GTS's own purposes as often as desired, in whole or in part, in particular for the purpose of advertising the GREENTECH FESTIVAL itself and the GREENTECH FESTIVAL. GTS irrevocably authorizes GTS, free of charge and exclusively, to use

the above-mentioned recordings and edits thereof for GTS's own purposes as often as desired, in whole or in part, in particular for the purpose of advertising the GREENTECH FESTIVAL itself and the products/services/events offered by it on television, the Internet and radio, regardless of the technical transmission method (including live streaming), the type of receiving and end device, including on the GTS website, on social media channels (e.g. on Instagram or Twitter), on the GTS website, on social media channels (e.g. on Instagram or Twitter), on the GTS website and on other websites. (e.g. on Instagram or Twitter), on video platforms (e.g. YouTube), in the context of commercials and image films, for advertisements in affiliate links, in print media, on posters, on flyers and in electronic and postal advertising letters, or to have them used by third parties on behalf of GTS. In particular, GTS is entitled to distribute the recordings, reproduce them publicly, especially at trade fairs, festivals and similar events, feed them into databases, especially on the Internet, make them visible, broadcast them, exhibit them, make them publicly accessible via the Internet and make them available to third parties for use in connection with the event.

3. GTS has the right to archive the recordings in digital and/or analog form irrespective of the permission pursuant to paragraph 2. In addition to its own documentation purposes, archiving serves to prosecute any infringements of image rights committed by third parties.
4. Partners, exhibitors and visitors also have the right to create and utilize image and sound recordings for documentary purposes; partners or exhibitors hereby consent to this. Commercial, advertising use requires the express permission of GTS.

§ 8 Copyright

1. The event documents are protected by copyright and may only be used for the personal use of the partner and exhibitor. Duplication, distribution, processing, public reproduction of any kind or disclosure to third parties in whole or in part is generally not permitted and requires the prior written consent of GTS.
2. Audio and/or video recordings and/or descriptions of the event, the event results as a whole or in significant parts are not permitted without the express permission of GTS.
3. Should the partner or exhibitor provide documents online themselves, GTS assumes no liability for the topicality, completeness, correctness or quality of the documents provided. The partner or exhibitor alone shall be liable for the content and any damage arising from the use of such information and links provided online.

§ 9 Advertising

1. Advertising of any kind is only permitted within the exhibition area/stand for the partner's and exhibitor's own company and only for exhibits manufactured or distributed by the partner.
2. Loudspeaker advertising, photo or film presentations and show inserts require the written consent of GTS. The same applies to the use of other devices and equipment that are intended



to achieve an increased visual and acoustic advertising effect. Political advertising is generally not permitted.

§ 10 Co-sponsoring

GTS is entitled to conclude contracts with other partners or exhibitors in the industry for the event. The partner or exhibitor has no right to exclusivity.

§ 11 Confidentiality

The parties are obliged to maintain secrecy about all confidential information for a period of five years after conclusion of the event contract. The contents of the event contract and all information which is marked as confidential, which contains business and trade secrets or which is of a confidential nature from the perspective of a reasonable third party shall be deemed to be confidential. The Partner undertakes to oblige its employees, bodies and other agents to maintain confidentiality. Information is not confidential if it is already generally accessible or has been expressly exempted from confidentiality in writing by the party from whose area it originates. Also excluded from the obligation of confidentiality is information that the receiving party must disclose due to legal, judicial or official orders.

§ 12 Data protection

When a booking request is made to GTS, the partner's and exhibitor's data, in particular contact details, are collected and stored. GTS uses the personal data collected in the context of the booking for marketing and advertising purposes, insofar as this is necessary for the execution of the contract and insofar as the partner or exhibitor has separately consented to this. Transmission to third parties may be necessary for this purpose. GTS is not responsible for any infringements by third parties.

§ 13 Resignation

GTS is entitled to withdraw from the contract if

- a) the full agreed amount has not been received by the date specified in the invoice at the latest and the partner or exhibitor does not pay even after the expiry of a grace period set for him, but before the event;
- b) the stand/exhibition space is not occupied in good time, i.e. no later than 24 hours before the official opening of the event;
- c) the partner or exhibitor violates the house rules and does not cease his behavior even after being warned;
- d) the requirements for the granting of admission are no longer met by the registered partner or exhibitor or GTS subsequently becomes aware of reasons which, if known in good time, would have justified non-admission. This applies in particular in the event of the opening of bankruptcy or composition proceedings and the occurrence

of insolvency on the part of the partner and exhibitor. The partner or exhibitor must inform GTS immediately of the occurrence of these events.

GTS may assert claims for compensation in the above-mentioned cases.

§ 14 Term and termination

1. The event contract ends after the conclusion of the event. The provisions of the event contract that expressly or tacitly apply beyond the termination (e.g. on the duration of logo use, confidentiality) remain unaffected by this.
2. Ordinary termination is excluded. The right to extraordinary termination for good cause remains unaffected. Good cause shall be deemed to exist in particular if,
 - a) if a party has culpably breached the essential obligations incumbent upon it under the event contract or statutory provisions that are directly or indirectly relevant to the performance of the event contract ("cardinal obligation", obligation whose fulfillment is essential for the proper performance of the contract and on whose compliance the contractual partner regularly relies and may rely) and does not remedy the breach within the set period despite a warning with a reasonable deadline. A prior warning is not required if it is pointless and unreasonable for the party entitled to terminate the contract,
 - b) if insolvency proceedings are opened against the assets of a party or the application to open insolvency proceedings is rejected for lack of assets,
 - c) if GTS does not consider the economic viability of the event to be assured, in particular if not enough sponsors have booked a partner or exhibitor package and GTS refrains from holding the event at its reasonable discretion and taking into account the legitimate interests of the partner and exhibitor up to four weeks before the start of the event,
 - d) if there is a case of force majeure. Force majeure shall be deemed to exist, inter alia, if, notwithstanding official prohibitions or instructions, the risk-free staging of the event can no longer be guaranteed or the purpose of the event can no longer be achieved (e.g. floods, storms, political unrest, riots, danger of the spread of communicable diseases, occurrence of a political crisis situation, nationwide strikes).
3. GTS is entitled to postpone, adjust and temporarily close or cancel the event in whole or in part for good cause and shall inform the partner or exhibitor immediately of any planned changes. In the event of a significant adjustment, closure or cancellation of the event, the partner or exhibitor has the right to terminate the event contract extraordinarily in writing within two weeks of notification of the change. Termination is excluded if the adjustment, closure or cancellation of the event takes place after the start of the event or if GTS bears no responsibility in this respect. If the partner or exhibitor does not exercise its right to extraordinary termination,

the event contract shall be deemed to have been concluded for the changed duration or adjusted event.

4. Termination must be in writing.
5. In the event of a refund of the event amount paid by the partner or exhibitor, any monetary benefits from services already provided by GTS must be deducted. In addition, GTS does not have to reimburse the event amount of the partner and exhibitor in whole or in part if GTS has already spent it in full or in part in reliance on the actual realization of the event or has committed itself to payment. If the extraordinary termination is due to reasons for which the partner or exhibitor is responsible, the event fee will not be refunded. Any further claims for damages on the part of GTS remain unaffected.
6. Instead of closing / canceling the event, GTS is entitled to hold the event in a different format than planned (e.g. as an online format). In this case, the event fee shall only be refunded to the extent that the agreed services cannot be provided by GTS due to the changes.

§ 15 Liability

1. GTS shall be liable without limitation in accordance with the statutory provisions
 - a. for injury to life, body and health caused by a negligent or intentional breach of duty by GTS, its legal representatives or vicarious agents,
 - b. for damages arising from the Product Liability Act and
 - c. for damages caused by intent or gross negligence or in the case of a guarantee.
2. GTS shall only be liable for slight negligence if an obligation is breached, compliance with which is of particular importance for achieving the purpose of the event contract (cardinal obligation). These are obligations whose fulfillment is essential for the proper execution of the event contract and on whose compliance the partner or exhibitor regularly relies and may rely. This liability is limited to the foreseeable damage typical of the contract.
3. Any further liability of GTS is excluded; this also applies to tortious claims or claims for reimbursement of futile expenses instead of performance. Insofar as the liability of GTS is excluded or limited, this also applies to the personal liability of its legal representatives, employees or vicarious agents.
4. Otherwise, liability for damages incurred during arrival and departure to the event is excluded.
5. The partner or exhibitor shall indemnify GTS against all possible claims by third parties in connection with the event contract, including all associated costs, unless these claims are based on gross negligence or intent on the part of GTS. The partner or exhibitor shall support GTS in the extrajudicial and judicial defense of the asserted claims and shall reimburse all damages incurred by GTS as well as reasonable costs and expenses, including legal defense costs.
6. All contractual and statutory claims of the partner and exhibitor against GTS shall become time-barred after 12 months, unless they are based on intentional acts by the legal representatives of

GTS, its vicarious agents or its employees. The same applies to direct claims against the aforementioned persons.

7. The partner or exhibitor is obliged to take out liability insurance for personal injury and financial loss for the duration of the event and to provide proof of this to GTS on request. If damage occurs to the items provided by GTS during the term of the event contract, the partner or exhibitor shall be liable for the costs of restoring the condition that existed at the start of the contractual relationship.

§ 16 Final provisions

1. Amendments and additions to the event contract must be made in text form to be effective.
2. GTS reserves the right to amend these GTC. In the event of a significant change to the GTC, GTS shall notify the partner or exhibitor of the changes to the GTC in text form (e.g. by e-mail) ("notification of change"). The amendments shall become effective vis-à-vis the partner or exhibitor and the event contract shall continue under the amended terms and conditions if the partner or exhibitor does not object to these amendments within two (2) weeks of receipt of the amendment notification by notifying GTS in text form. In the event of an objection, both parties shall be entitled to extraordinary termination. The provisions on the consequences of termination pursuant to § 9 shall apply accordingly. GTS shall inform the partner or exhibitor of the aforementioned consequences of a failure to object in the notification of change.
3. The legal relationships of the parties arising from or in connection with the event contract shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (UN Sales Convention). The place of jurisdiction is Berlin.
4. Unless otherwise agreed, the place of performance and fulfillment is the registered office of GTS.
5. In the event that one of the provisions of the event contract should be or become void, invalid or unenforceable, this shall not affect the validity of the event contract as a whole or the remaining provisions.
6. Notwithstanding the intention of the parties to leave the validity of the event contract as a whole and the remaining provisions unaffected, the parties undertake to replace void, invalid or unenforceable provisions with provisions that come as close as possible to the meaning and purpose of the void, invalid or unenforceable provision, taking into account the statutory provisions. The same applies in the event that the event contract, including its components and foundations, proves to be incomplete. In this case, the provision that the parties would have agreed upon if they had taken the missing provision into account from the outset when concluding the event contract shall apply.
7. The sole place of jurisdiction for all disputes arising from this contractual relationship is the registered office of the organizer, provided that the partner is a merchant, a legal entity under



public law or a special fund under public law or has no general place of jurisdiction in Germany or another EU member state or has moved its place of residence abroad after these General Terms and Conditions of Business have come into force or its place of residence or habitual abode is not known at the time the action is brought.

Berlin, November 2024

