

## **General Terms and Conditions (GTC)**

### **Pweser – Agentur für Livekommunikation**

#### **§ 1 Scope**

(1) These General Terms and Conditions (“GTC”) shall apply to all contracts between

**Pweser – Agentur für Livekommunikation, Philip Weser** (hereinafter referred to as the “Agency”) and its clients (hereinafter referred to as the “Client”).

(2) The services of the Agency are provided exclusively to entrepreneurs within the meaning of Section 14 German Civil Code (BGB).

(3) Conflicting or deviating general terms and conditions of the Client shall not become part of the contract unless the Agency has expressly agreed to their applicability in writing.

#### **§ 2 Subject Matter of the Contract**

(1) The subject matter of the services is the planning, organization and execution of events, in particular in the field of medical education and live communication.

(2) The Agency provides its services as a general contractor and may engage third parties (subcontractors) for the performance of the services.

(3) The content and scope of the services shall be determined by the respective offer, project plan or individual agreement.

#### **§ 3 Conclusion of Contract**

(1) Offers made by the Agency are subject to change and non-binding.

(2) A contract shall only come into existence upon written confirmation by the Agency or upon performance of the services.

(3) Amendments and supplements must be made in written or text form (e.g. email).

#### **§ 4 Services of the Agency**

(1) In particular, the Agency shall provide the following services:

- selection and booking of event venues
- coordination of technical services, printing, graphics and further service providers
- participant management
- organization of speakers (where agreed)
- execution and on-site support of the event

(2) The Agency does not owe any specific commercial success, but only the proper execution of the agreed services.

(3) The Agency shall inform the Client in due time of any material risks recognizable to the Agency in connection with the execution of the event.

However, the Client shall remain responsible for the commercial and actual implementation of the event, in particular for participant numbers and their development, insofar as these are outside the Agency's sphere of influence.

#### **§ 5 Engagement of Subcontractors**

(1) The Agency shall be entitled to engage subcontractors for the performance of its services.

(2) Subcontractors shall be selected at the Agency's commercially reasonable discretion and with due care customary in the industry.

(3) Insofar as services are rendered by subcontractors, such services shall constitute independent services of such third parties.

(4) The Agency shall not be liable for services rendered by subcontractors unless the Agency is responsible for a fault in selection or coordination.

(5) Any further liability of the Agency for breaches of duty committed by subcontractors shall be excluded to the extent permitted by law.

#### **§ 6 Duties of Cooperation of the Client**

(1) The Client shall provide the Agency in due time with all information, content and documents necessary for the execution of the event.

(2) The Client shall be responsible for:

- the professional and technical content of the event
- compliance with regulatory requirements (in particular pharmaceutical/FSA requirements)
- approvals and authorizations

(3) Delays caused by missing cooperation of the Client shall not be to the detriment of the Agency.

(4) Events shall be implemented on the basis of the concepts, content and planning approved by the Client.

## **§ 7 Remuneration and Terms of Payment**

- (1) The remuneration shall be determined by the respective offer.
- (2) Unless otherwise agreed, the following payment terms shall apply:
  - 50% upon placement of the order
  - 40% prior to the event
  - 10% after completion of the event
- (3) The Agency shall be entitled to request advance payments, in particular for third-party costs.
- (4) Third-party services (e.g. hotels, technical services) shall either:
  - be commissioned in the name of the Agency and re-invoiced, or
  - be commissioned directly in the name of the Client, where agreed
- (5) Invoices shall be payable within 30 days without deduction.

## **§ 8 Cancellation / Withdrawal**

- (1) The Client may cancel the order at any time.
- (2) In the event of cancellation, the following lump-sum compensation shall apply:
  - up to 6 months before the event: 25%
  - up to 3 months before the event: 50%
  - up to 1 month before the event: 75%
  - thereafter: 90%
- (3) Third-party costs already incurred shall in any event be reimbursed in full.

## **§ 9 Force Majeure**

- (1) Events of force majeure (e.g. pandemics, governmental prohibitions, strikes, natural disasters) shall release both parties from their contractual obligations.
- (2) Costs already incurred shall be borne by the Client.

## **§ 10 Liability**

- (1) The Agency shall be liable without limitation in cases of wilful misconduct or gross negligence as well as in the event of injury to life, body or health.
- (2) In cases of slight negligence, the Agency shall only be liable for the breach of essential contractual obligations (cardinal obligations), limited to the foreseeable damage typical for the contract.

(3) Liability shall in total be limited to EUR 1,000,000 per claim. The Agency maintains corresponding business liability insurance. Any liability exceeding the scope of coverage of such liability insurance shall be limited to the amount of the respective order value.

(4) The Agency shall only be liable for breaches of duty committed by subcontractors within the framework of § 5 of these GTC. Any further liability for services rendered by subcontractors shall be excluded to the extent permitted by law.

### **§ 11 Data Protection**

(1) The parties undertake to comply with the applicable data protection laws, in particular the German DSGVO.

(2) Where required, the parties shall conclude a separate data processing agreement.

### **§ 12 Intellectual Property Rights**

(1) All concepts, documents and designs created by the Agency shall remain the intellectual property of the Agency.

(2) The Client shall receive a non-exclusive, non-transferable right of use for the contractually agreed purpose.

(3) Any further use shall require the consent of the Agency.

### **§ 13 Confidentiality**

Both parties undertake to keep confidential all information received within the scope of the cooperation.

### **§ 14 Retention of Documents**

(1) The Agency shall be entitled to retain project-related documents for a period of up to two years.

(2) The Client may at any time request the surrender or deletion of such documents, provided that no statutory retention obligations prevent this.

### **§ 15 Final Provisions**

(1) German law shall apply excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) To the extent legally permissible, the place of business of the Agency shall be the place of jurisdiction.

(3) Should individual provisions be or become invalid, the validity of the remaining provisions shall remain unaffected.