

General Terms and Conditions of Time Change GmbH

**Event management for Business
Events**

Status June 2023

**▼ 1. Contracting Parties, scope of
application and conclusion of contract**

1.1 These General Terms and Conditions (“GTC”) shall apply in the version current at the time of conclusion of the contract to all business relationships of Time Change GmbH, with registered office at Kaiserdamm 88, 14057 Berlin and entered in the Commercial Register of the Local Court of Berlin (Charlottenburg) under HRB 149636 (“Time Change”) with traders within the meaning of Section 14 of the German Civil Code (“BGB”) (“Customer”, Time Change and Customer together also “Parties”), who make use of Time Change’s services in the field of event management of Business Events, i.e. of events that can be attributed to the Customer’s commercial, business, craft or professional activity (“Business Events”). i.e. events that can be attributed to the commercial, business, craft or professional activity of the customer (“Business Events”).

1.2 Unless otherwise agreed, the GTC in the version valid at the time of the conclusion of the contract shall also apply to similar future contracts without Time Change having to refer to them again in each individual case. In the event of significant changes to the GTC, these shall only become part of the contract insofar as Time Change

has referred to these changes at the time of the new conclusion of the contract. Deviating, conflicting or supplementary general terms and conditions of the customer, even if known, do not become part of the contract, unless their validity is expressly agreed to in writing. This also applies if Time Change provides its service without reservation.

1.3 Individual agreements made with the customer in individual cases, including assurances, ancillary agreements and other supplementary and amendment agreements, take precedence over these GTC. Subject to proof to the contrary, a written contract or written confirmation from Time Change shall be authoritative for the content of these agreements, unless another form is expressly stipulated in these GTC.

1.4 Regulations of the package travel contract do not apply (§ 651a para. 5 no. 3 BGB).

1.5 The type and scope of the contractual services requested by the customer as well as the prices result from the offer of Time Change (also referred to as “budget”). All information provided by Time Change in offers is subject to change and non-binding

unless it is expressly marked as binding. Prices for services provided by service providers for which, in accordance with clause 2.3 contract brokerage is agreed, remain non-binding for Time Change even after order confirmation, as the contractual relationship comes into force directly between the customer and the service provider. The customer's order based on an offer from Time Change represents a binding application by the customer to conclude a corresponding contract. After submitting an order to Time Change by signing the offer, Time Change sends the customer a countersigned offer in the event that this shall be accepted, whereby the contract for the contractual services is concluded.

▼ 2. Scope of services and provision of the contractual service

2.1 Depending on the subject of the order, Time Change's services include services in the area of planning, organising, implementing and accompanying Business Events. This also includes a calculation of the costs of the business event.

2.2 Time Change provides its services according to the client's specifications

and coordinates closely with the client to ensure a successful event.

2.3 Depending on the type of service requested by the customer, it may make sense, with a view to the successful running of the business event, for individual services connected with the business event not to be provided by Time Change but by separately commissioned service providers, for example in connection with the booking of hotels and restaurants, the transport of event participants, the provision of event staff, the catering of event participants, in the case of a sports offer or the offer of excursions for event participants (“third-party services”). Unless expressly agreed otherwise in the contract, the commissioning of third-party services shall be

- in the case of travel services within the meaning of § 25 German law on turnover tax (UStG) (above all hotel accommodation and transport) by means of brokerage of the service between the service provider and the customer (“contract brokerage”), whereby Time Change concludes the contract with the service provider in the name of the customer if authorised to do so,
- otherwise by means of subcontracting

through Time Change (“subcontracting”).

2.4 Time Change undertakes to conscientiously and carefully select and monitor the service providers in accordance with the duties of care of a prudent businessman. The customer may only object to the use of subcontractors for good cause. Insofar as external services are commissioned in the form of contract brokerage, Time Change shall provide support with regard to the conclusion of the contract between the service provider and the customer, but shall not owe any success.

2.5 With regard to any cooperation with the authorities that may become necessary (obtaining permits, registrations, etc.), Time Change will provide support to the customer, who bears responsibility for this. In addition, Time Change undertakes to comply with the customer’s instructions regarding compliance with statutory or official regulations in connection with the implementation of the business event.

▼ 3. Services of the client, Obligations to Cooperate

3.1 A business event will only run as desired if the customer and Time

Change cooperate in the planning, implementation and organisation of the business event. The customer is therefore obliged to support Time Change to a reasonable extent and to provide the support services requested by Time Change at its own expense. In this context, the customer is also obliged to name a contact person for Time Change in good time who will organise and coordinate the support services at the customer's premises.

3.2 If third party services are required for the successful running of the business event in accordance with 2.3 to be provided by way of contract brokerage, the customer undertakes to conclude the contracts brokered by Time Change, insofar as there are no justified reasons to the contrary. In the event that the customer sees justified reasons that stand in the way of concluding a contract with the arranged service provider, the customer shall inform Time Change of this immediately in text form and, together with Time Change, identify a suitable alternative service provider and then commission this.

3.3 Insofar as the customer provides Time Change with information, documents or templates for use at the business event (this also includes

templates for the use of the company logo), he assures that he is entitled to do so. The customer shall indemnify Time Change against all claims in connection with the use of such information, documents or templates and shall grant Time Change simple rights of use for the purpose of fulfilling the contract.

3.4 When providing Time Change with information, documents or templates, the customer is obliged to comply with the legal requirements, including the data protection provisions of the GDPR, if this involves the processing of personal data. The customer will therefore only provide Time Change with such data (e.g. data of guests at the business event) insofar as there is a legal basis for this.

3.5 The client shall be obliged to obtain in good time any permits required for the conduct of the business event which is the subject of an order and to ensure that statutory or official regulations in connection with the conduct of the business event (e.g. regulations for protection against the Corona virus, regulations in connection with photo or video recordings of participants, youth protection regulations, etc.) are complied with.

3.6 The customer undertakes to have event liability insurance for personal injury and property damage with an appropriate level of cover for each business event that is the subject of an order and to provide proof of this to Time Change on request.

▼ 4. Dates, service changes and cancellations

4.1 Event management is characterised by the need for adaptability to changed framework conditions. Against this background, the parties shall notify each other without delay of any changes or deviations in individual services from the agreed content of an order which they wish to make after the conclusion of an order or which become necessary; the notification shall be made in text form if possible, but may also be made verbally if action is required at short notice. Insofar as the agreed content of the order is not or only insignificantly affected by the changes and the implementation of the change request is possible without or with only insignificant expenditure of time and money, the respective other party shall accept the change request, but may invoice the additional expenditure incurred by the change. If a change request leads to a significant

change in the subject matter of an order (for example, a different form of event, rescheduling or a different group size), the parties shall negotiate the change in the respective order with the aim of implementing it with adjusted conditions, which shall be recorded in writing. In the event of a change request that is not within the sphere of Time Change (this also includes official requirements), the customer's obligation to pay the remuneration agreed for the original order and Time Change's obligation to fulfill the order shall remain in force until the parties have agreed in writing on a change to the order.

4.2 In the event of unforeseen events, in particular those of force majeure, Time Change is entitled to interrupt and modify the order accordingly for the duration of the obstacle. Events are unforeseeable if they are beyond the control of Time Change and their consequences could not have been avoided even if all reasonable precautions had been taken ("force majeure"; as an example, reference is made to the impracticability of events during the Corona pandemic, strikes, accidents, severe weather, etc.). In the event of a force majeure, the Parties shall endeavour to find an amicable

solution. In the event that the duration of the force majeure exceeds six months, the parties shall each have a special right of termination in respect of the Order affected by the force majeure. The customer shall reimburse Time Change for the costs and pay the remuneration that can be shown to have been incurred by Time Change up to the time of the force majeure in connection with the implementation of the Order, as well as the costs incurred as a result of the force majeure in connection with the Order. If the order is implemented in a modified form or at a later date, this amount shall be credited against the agreed remuneration, unless it is a matter of force majeure-related additional costs.

4.3 Time Change shall also endeavour to comply with the customer's cancellation requests and to keep the resulting costs low. Unless otherwise stipulated in the respective budget, the following cancellation fees of the contractually agreed total remuneration apply to cancellations made in writing by the customer before the start of the business event (the date of receipt by Time Change is decisive) or for other reasons that do not lie within the sphere of Time Change (this also includes official requirements), which correspond

to the damage to be expected in the normal course of events:

- 90 days 35%
- 50 days 50 %
- Up to 30 days 75%
- From 30 days 100 %

4.4 Time Change reserves the right to demand higher compensation instead of the cancellation fees, insofar as Time Change can prove that it has incurred higher expenses (e.g. due to higher cancellation fees of the subcontractors). In this case, Time Change is obliged to specifically quantify and prove the compensation demanded, taking into account the expenses saved and any other use of the services.

4.5 The Customer shall be entitled, by submitting appropriate evidence of expenses saved by Time Change, to claim compensation from Time Change as set out in para. 4.2 by a payment reduced by the expenses saved.

However, for all cancellations after the contract has been concluded, a fee of at least 8% of the contractually agreed total remuneration for processing the cancellation must be paid to Time Change.

4.6 Unless otherwise agreed in writing, dates agreed in an order are not fixed dates but target dates. As soon as the

parties foresee that a deadline will not be met, they shall inform each other and work together to ensure that the postponement has as little negative impact as possible on the business event.

▼ 5. Concept, presentation, copyright

5.1 All services provided by Time Change in connection with an order (e.g. concepts, presentations, etc.) as well as individual parts thereof, remain the property of Time Change. By paying the remuneration, the customer only acquires the right of use for the respective business event according to Time Change's instructions. Additions or changes to Time Change's services by the customer are only permitted with Time Change's express written consent.

5.2 The information, documents or templates of the customer provided to Time Change as well as individual parts thereof shall remain the property of the customer. Time Change only acquires the right of use for the respective business event according to the customer's specifications. Additions or changes to the customer's information, documents or templates by Time Change are only permitted with the express written consent of the customer.

▼ 6. Remuneration and reimbursement of costs

6.1 Unless otherwise agreed in the respective order, the client shall remunerate the services of Time Change according to time spent at the following daily rates

Project Manager € 560

Senior Project Manager € 800

Production Lead € 950

Creative Director € 800

Social Media Manager € 500

Performance Manger € 650

Graphic designer € 500

Developer € 900

and reimbursement of costs at Time Change's discretion, either in the amount of the costs calculated in the order or in the amount of the costs incurred, which Time Change shall prove to the customer by means of suitable receipts.

6.2 Insofar as an external service is provided by subcontracting within the meaning of § 2.3 the customer shall reimburse the remuneration and costs incurred, at Time Change's discretion, either in the amount of the costs calculated in the order for the external service in question or in the amount of the costs incurred, which Time Change shall prove to the customer by means of

suitable receipts. Higher costs to be reimbursed by the customer may also arise from exchange rate fluctuations.

6.3 Insofar as an external service is provided through contract brokerage within the meaning of § 2.3 the costs calculated in the offer are non-binding. The Customer becomes the direct contractual partner of the service provider and pays the agreed remuneration to Time Change, which forwards it to the service provider, or directly to the service provider at its discretion. For the agency service, Time Change receives an agency fee of 20 %.

6.4 Time Change services not defined in the order are only to be remunerated if this has been previously agreed with the customer in text form. If fixing the change of the order in text form does not make sense according to the circumstances – for example due to urgency because the need is only recognised during the implementation of the Business Event – the contract change can also be made orally as an exception.

6.5 Time Change is entitled to charge additional expenses incurred due to the behaviour of the customer or the participants in the business event

without prior notice over and above the agreed remuneration, e.g. a late fee due to the participants in a business event being late compared to the agreed times.

6.6 Any fees, public-law levies and other costs incurred, such as GEMA fees and other compensation under usage law, artists' social insurance levies and customs costs, liability and other damage insurance, official registrations, energy, water and waste disposal costs, etc., shall be borne by the customer.

6.7 Travel expenses incurred by Time Change in connection with the fulfillment of an order shall be invoiced according to expenditure and shall be reimbursed by the customer upon presentation of appropriate receipts. Flights up to 4 hours travel time shall be in economy class, rail travel in 2nd class. Journeys by car shall be charged at EUR 0.85 per kilometre.

6.8 All services provided by Time Change are subject to the statutory value added tax, insofar as this is actually incurred and insofar as not otherwise stated.

▼ 7. Due date of remuneration, default, method of payment

7.1 The remuneration shall become due upon conclusion of the contract. Time Change shall settle its services by means of ordinary invoices. Invoices shall be paid within the agreed time, at the latest, however, within 14 working days of receipt of the invoice by the customer without deduction, unless otherwise agreed in writing.

7.2 Time Change is entitled to demand partial payments to cover its expenses and for external services by way of subcontracting, depending on the event phase. Unless otherwise agreed in writing, Time Change will invoice the agreed remuneration as follows:

- Immediately after conclusion of the contract 75%
- 30 days before the start of the event 25%.

7.3 If the customer is in default of payment and a reasonable grace period set by Time Change fails, Time Change has the right to refuse its performance. Time Change may demand interest on arrears amounting to nine percentage points above the base interest rate for the year. The right to assert a proven higher damage caused by default is reserved.

7.4 Payment shall be made in EURO (EUR) to the account of Time Change

specified in the service contract.

In the case of other payment methods, for example credit card, or in the case of bank charges levied, the customer must reimburse Time Change separately for the additional costs incurred.

▼ 8. Warranty, liability, compensation

8.1 The client acknowledges that the evaluation of services in event management depends on the individual taste of each person and that the events carried out do not always appeal to all persons. This does not mean that Time Change's performance is deficient.

8.2 The liability of Time Change, including its legal representatives and vicarious agents, is excluded, with the exception of

- for damages arising from injury to life, body or health that are based on a negligent breach of duty or an intentional or negligent breach of duty by a legal representative or vicarious agent,
- for damages arising from the culpable breach of a material contractual obligation (cardinal obligation),
- for other damages resulting from a grossly negligent breach of duty by

Time Change or its legal representative or vicarious agent.

8.3 Insofar as negligently a cardinal obligation in the sense of 8.1 is breached, the amount of liability shall be limited to the foreseeable damage typical for the contract, which shall not exceed the amount of the agreed remuneration for the respective Business Event that is the subject of an order. An essential contractual obligation includes such obligations that make the proper performance of the contract possible in the first place and on whose compliance the Parties may regularly rely.

8.4 Claims for damages against Time Change are excluded in the event of a force majeure.

8.5 Indirect damage and consequential damage resulting from defects in the contractual service are also only eligible for compensation insofar as such damage is typically to be expected when the contractual service is used as intended. Insofar as Time Change provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by Time Change, this is done free

of charge and to the exclusion of contractual liability.

8.6 Time Change is not liable for faults in the contractual services caused by errors on the part of the customer or the participants in the business event or for which Time Change is not responsible, and indemnifies Time Change against third-party claims in this connection.

8.7 The limitation period for liability claims of the customer against Time Change is one year.

8.8 The customer is responsible as the organiser for the respective business event that is the subject of an order and indemnifies Time Change against third-party claims in connection with the business event, insofar as Time Change is not liable to the customer for this under this contract. This also applies to non-performance or poor performance of third-party services for which Time Change is not responsible beyond its obligations under this contract and the respective order.

8.9 Participation in activities of event participants must be the responsibility of the client. Sports facilities, equipment and vehicles should be checked before use. Time Change recommends taking out accident insurance.

▼ 9. Term, termination

9.1 Ordinary termination of a concluded contract is not possible for either party. However, reference is made to § 4.2.

9.2 The right to terminate for good cause remains unaffected.

9.3 If Time Change justifiably terminates the contract for good cause, the customer shall be obliged to reimburse Time Change for the costs and pay the remuneration that have demonstrably been incurred by Time Change in connection with the implementation of the order up to the time of termination.

9.4 Notice of termination must be given in writing.

▼ 10. Confidentiality, references

10.1 In the course of the performance of this agreement, it may become necessary for the parties to disclose to each other information which was not previously known or readily available, either in its entirety or in its details, and which is therefore of commercial value and is therefore protected by appropriate confidentiality measures by the respective disclosing party (“confidential information”). Confidential information includes in particular,

- Trade secrets, know-how, inventions,

business relationships, business strategies, business plans, financial plans, personnel matters, digitally embodied information (data),

- Any documents and information of the disclosing party which are the subject of technical and organisational confidentiality measures and are marked as confidential or are to be regarded as confidential according to the nature of the information or the circumstances of the transmission.

10.2 The parties undertake to

- not to exploit the mutually disclosed confidential information itself without the express written consent of the respective disclosing party; and
- to keep the confidential information strictly confidential and to use it only in connection with the purposes of this agreement.

10.3 The duty according to § 10.2 shall not apply if a party is obliged to disclose confidential information by statutory, official or judicial order. In this case, the party obliged to disclose shall inform the other party – to the extent permissible – thereof in writing without undue delay and shall limit the disclosure to what is absolutely necessary in accordance with the respective order.

10.4 The duty according to § 10.2 furthermore does not apply to information that was demonstrably known or generally accessible to the public or the receiving party prior to the communication or handover by the other party or becomes so at a later point in time with-out breach of a confidentiality obligation as well as to information that the receiving party has obtained itself without using or referring to the confidential information of the disclosing party or that is handed over or made accessible to the receiving party by an authorised third party without breach of a confidentiality obligation.

10.5 The foregoing obligations shall survive the performance of the assignment and/or termination of this agreement.

10.6 Time Change is entitled to name the customer as a reference customer in its reference list as well as on the website and other advertising and information materials.

▼ 11. Assignment, set-off, right of retention

11.1 Neither party shall be entitled to assign its rights under the contract or an order in whole or in part to any third party without the prior written consent.

11.2 The customer is not entitled to offset against Time Change's claims unless the counter-claims have been legally established or are undisputed.

11.3 A right of retention may only be exercised if the counterclaim arises from the same contract.

▼ 12. Other provisions

12.1 Agreements which amend or supplement these GTC or an order must be in writing in order to be effective, unless a stricter form is required by mandatory law. This shall also apply to any amendment of this written form clause.

12.2 If the requirement of written declarations is agreed in this contract, transmission by telecommunication in accordance with § 127 para. 2 BGB (German Civil Code) shall be sufficient for this purpose. Excepted from this is the requirement of the written form in accordance with Sections 9.4 and 11.1 for which § 126 BGB is agreed.

▼ 13. Choice of law, place of jurisdiction, severability clause

13.1 This contract exclusively is subject to the law of the Federal Republic of Germany to the exclusion of the UN Sales Convention (UN Convention on

Contracts for the International Sale of Goods of 11.04.1980).

13.2 The exclusive place of jurisdiction for disputes concerning rights and obligations arising from this contract, including its effectiveness, is, to the extent permitted by law, Berlin, Federal Republic of Germany.

13.3 The invalidity or unenforceability of one or more provisions of this contract shall not affect the validity of the remaining provisions of this contract. The same shall apply in the event that the contract does not contain a provision that is necessary in itself. Instead of the invalid or unenforceable provision or in order to fill the gap in the provision, the legally permissible and enforceable provision shall apply which, in the opinion of the Parties, comes closest in economic terms to the meaning and purpose of the invalid, unenforceable or missing provision. The Parties are obliged to confirm such a provision in due form, but at least in writing. It is the express intention of the Parties that this severability clause does not result in a mere reversal of the burden of proof, but that section 139 of the German Civil Code is waived altogether.