

**General Terms and Conditions
of the Agency Contract
for the Purchase and Sale of Incoming/Inbound Agency Services for Client
in the business to business marketplace (B2B)**

Provisions for the contractual relationship between LIBERTY INTERNATIONAL TOURISM GROUP and its companies:
and its clients.

client/supplier	country	city	street	ZIP
Liberty Adriatics - LIBERTY INTERNATIONAL d.o.o.	Slovenia	Ljubljana	Dunajska cesta 109	1000
Liberty Argentina - Libsud Argentina SA	Argentina	Buenos Aires,	Virrey del Pino 2686 floor 5 of D	C1426EGV
Liberty Azerbaijan - L.I Travel LLC	Azerbaijan	Baku	Javadkhan 1/17	AZ1052
Liberty Baltic States - SIA Liberty International	Latvia	Riga	Berzaunes street 7	LV-1039
Liberty Belgiums - Liberty Benelux B.V.	Belgium	Brussels	35 Rue du Congrès	1000
Liberty Brazil - Lisbud Viagens e Turismo Ltda.	Brazil	Rio de Janeiro	Rua Siqueira Campos 121, Copacabana	22.031-071
Liberty Central Europe - LIBERTY INTERNATIONAL REISEN GmbH	Austria	Salzburg	Eberhard-Fugger-Straße 2a	A-5020
Liberty China - Plateno Liberty Holdings Limited	China	Shangai	Unit 1918, Building B, 500 Yun Jin Road	200023
Liberty Cuba - Liberty International Cuba	Cuba	Varadero, Havana	Habana Libre htl 3rd Floor, Office 320L and 2	10400
Liberty Cyprus - Liberty Tourism Incentives Cyprus(LTIC) Limite	Cyprus	Nicosia	20 Kyriakou Matsi Street, 2nd floor	1082
Liberty Dominican Republic - Liberty International Dominican Republic	Dominican Republic	Bavaro, Punta Cana	Plaza Cueva Taina, local no. C2, Curce de Coco Loco	23301
Liberty Egypt - Medi Travel	Egypt	Cairo	01 Mohamed Khairi Street	P.O.Box 12342
Liberty France - Liberty Incentives & Congresses France Sarl	France	Paris	16, rue Guillaume Tell	75017
Liberty Georgia - Liberty International Gerogia LLC	Georgia	Tbilisi	22 Peritsvaleba street	103
Liberty Germany - Liberty International Deutschland GmbH	Germany	Berlin	Alexandrinenstr. 2-3	D-10969
Liberty Great Britain - Liberty International GB Ltd	Great Britain	London	Winsdale House, 34, Westow Street	SE19 3AH
Liberty Greece - Liberty Tourism Incentives Cyprus(LTIC) Limite	Greece	Athens	20 Erysichthonos	11851
Liberty Hong Kong - Liberty Hong Kong Ltd	China	89 King's Road, North Pint	Room 1701, Kwai Hung Holdings Centre,	1701
Liberty India - Liberty India DMC Pvt. Ltd.	India	Gurgaon	103 Sushant Plaza Complex, Sushant Lok 1	122001
Liberty Israel - Liberty International Israel TA	Israel	Tel Aviv	Nakhalat Yitskhak Street 12	6744812
Liberty Italy - Liberty International Italy s.r.l.	Italy	Rome	Via Merulana	272-00185
Liberty Kenya - Liberty Africa Safaris Ltd	Kenya	Nairobi	Liberty House, 2A Convent Drive, Lavington, P.O.	40235
Liberty Malta - Liberty International Malta Ltd.	Malta	Hamrun	Guze Maria Camilleri Street	QRM3000
Liberty Mexico - Libercun, S.A.de C.V.	Mexico	Cancun	Calle Tucanes MZA 64 LT 28, REG 91 Fraccionamiento del sol	77516
Liberty Morocco - Liberty International Morocco	Morocco	Casablanca	BD BIR ANZARANE RESIDENCE ROMANDIE II TOUR AL JAZI	20330



T&C LITG Purchase & Sales

2

Liberty Nepal - Liberty International Nepal	Nepal	Lalitpur	Jwagal Chowk	P.O. Box 495
Liberty Peru -	Peru	Lima	Av. Ricardo Palma 248 office 301 - Miraflores	
Liberty Poland - Liberty International Poland Sp.zo.o	Poland	Warszaw	Plac Bankowy 2	00-095
Liberty Portugal - Liberty Iberian Portugal	Portugal	Lisbon	Rua D.João V 24	1250-091
Liberty Romania - Liberty Int See Srl	Romania	Bucarest	Calea Grivitei nr 46, ap 1 C	10751
Liberty Russia - Liberty Russia International Reisen - Fremad	Russia	St. Petersburg	Nevskij Av. 173-1	191167
Liberty Scandinavia - Nordic Travel Style ApS	Denmark	Copenhagen	Godthåbsvej 64, Frederiksberg	2000
Liberty Southern Africa - Tourvest Destination Management a division of Tourvest Holdi	South Africa	Sandton, Johannesburg	3rd Floor, Norwich Place West, 2 Norwich Lane	2196
Liberty Spain - Liberty Iberian Leisure & Events S.L.U.	Barcelona	Barcelona	Calle Bruc, No. 3, Principal Primera	8010
Liberty The Netherlands - Liberty Benelux B.V.	The Netherlands	Amsterdam	Oostenburgervoorstraat 138	1018 MR
Liberty Turkey - Liberty International Turizm Ltd.	Turkey	Sisli-Istanbul	MEHMETCIK CAD. No.80/A K.5	34394
Liberty UAE - Liberty International Tourism LLC	UAE	Dubai	203 Pyramid Center, Oud Metha, Dubai, UAE	PO Box 122787
Liberty Ukraine - Elegant Group DMC Ltd	Ukraine	Kiev	27 Shchorsa str	1133
Liberty USA - Liberty International USA, LLC	USA	Miami	625 South Shore Drive	33141
Liberty Vietnam - Liberty International Vietnam	Vietnam	Ho Chi Minh City	150 Ly Chinh Thang Str. Dis. 03	District 3
LIC Austria - Liberty Incentives & Congresses Vienna GmbH	Austria	Wien	Bechardgasse 17/3	A-1030
LIC Czech Republic - Liberty Incentives and Congresses s.r.o.	Czech Republic	Prague	Spalena 76/14	110 00
LIC Hungary - Liberty Incentives and Congresses Budapest KFT	Hungary	Budapest	Királyhágó u. 5/a	1126
Liberty Sport Events - Liberty Sport Events GmbH	Germany	Düsseldorf	Monschauerstrasse 12	40549
Concepts by Liberty - Liberty Incentives and Congresses s.r.o.	Czech Republic	Prague	Spalena 76/14	110 00
eventconcepts - eventconcepts GmbH	Germany	München	Lindwurmstrasse 122c	80337
Eventfactory - Eventfactory GmbH	Austria	Innsbruck	Grabenweg 71	A-6020
Liberty Event - Liberty Event Reise GmbH	Austria	Salzburg	F.W. Raiffeisenstrasse 1	A-5020
Liberty Congress - Liberty Congress GmbH	Austria	Vienna	Bechardgasse 17/3	A-1030
Liberty Sales Germany - Liberty Sales Germany GmbH	Germany	Wedemark	Igelweg 2	30900
Liberty Sales Italy - Liberty International Milano SRL	Italy	Milano	Corso di Porta Viagentina 34	20122
Liberty Sales USA - Liberty International USA Sales LLC	USA	Illinois	7 Wexford Court	60013
Development - Liberty International s.r.o.	Czech Republic	Prague	Spalena 76/14	110 00
Liberty Consulting - Liberty Consulting (FZE)	UAE	Shujah	PO Box: SAIF-Zone	



1. Contract Design

1.1. The General Terms and Conditions set forth in this agreement (hereinafter referred to as „Agency GTC“) shall apply to all and any contracts between **Liberty Holding** ... - a destination management company (so called DMC) - (hereinafter referred to as „**Agency**“) and its customers - (travel) organisers - (hereinafter referred to as „**Client**“) with the subject matter of Agency being assigned with the administrative conception, planning, organisation, coordination and execution of a (travel) event in Agency's location of business operation/destination (hereinafter referred to as „**Inland**“). Agency will in the course of the aforementioned procure (touristic) Inland services and resell them in its function as an agency in form of package and/or individual services to Client in the Inland and/or foreign countries (Incoming/Inbound), so that event participants from foreign countries travel to the Inland in order to participate in the event.

1.2. The Agency GTC shall prevail the contractual relationships with companies in the business-to-business (B2B) marketplace. Enterprises are natural or legal entities or business partnerships between natural and/or legal persons, vested with legal capacity, who in the course of a legal transaction act within and for the execution of their commercial or professional activity, in particular companies, merchants, corporate bodies under public law and special assets under public law.

1.3. Any and all contractual relationships shall be formed solely on the basis of the Agency GTC set forth in this blanket agreement. Supplemental terms and conditions of Client and/or those conflicting with the Agency GTC shall only become valid upon Agency's clear and written consent.

1.4. In case Agency and Client will, in form of an agency contract or an appendix to such agency contract, conclude an agreement on terms and conditions deviating from the Agency GTC set forth in this blanket agreement, such specific provisions shall take precedence over the respective provisions of the Agency GTC. Any conclusion of contracts between Agency and Client with regards to the mutual services to be performed as well as modifications and/or amendments thereto shall require the written form.

2. Contract Conclusion

2.1. Agency's respective cost specifications and estimates, which contain a description of services as well as its cost, shall form the basis of the contractual relationships of Agency with its Clients.

2.2. Cost estimates and specifications of Agency shall be a basis for negotiation and represent a re-

quest to Client for making an offer that will be subject to acceptance by Agency.

2.3. By booking services stated in Agency's cost specification and estimate, Client is making a binding offer to Agency for the conclusion of an agency contract (hereinafter referred to as "Agency Contract"). Client is required to make a booking in writing (via facsimile, via e-mail, via letter). The services and cost specifications provided to Client by Agency shall form the basis for the contract offer by Client.

2.4. Agency's acceptance of the contract offer made by Client shall require Agency to provide to Client, in written form (via facsimile, via e-mail, via letter),

- a) a concrete individual contract, or
- b) a booking confirmation.

The Agency Contract and any appendix referenced therein shall come into effect with either the execution of the contract by both parties signing or already with the transmission of the booking confirmation by Agency in accordance with **section 2.4 lit. b).**

2.5. In the event that the subject matter and terms of the individual contract or the booking confirmation deviate from Client's initial offer, such new provisions shall represent a new offer made to Client by Agency, and an Agency Contract on the basis of the new offer shall come into effect upon Client's acceptance of the new offer by either signing the Agency Contract or confirming the booking confirmation in writing.

3. Agency Services

3.1. Nature and scope of the services to be performed by Agency under the Agency Contract shall be in accordance with Agency's services and cost specifications in the form and to the extent that they have constituted the contractual basis.

3.2. With regards to the specification of touristic classifications of accommodations set forth in the services and cost list, such designation of classification will pertain to country/ destination specific classifications as long as not otherwise stated by Agency.

3.3. With regards to hotel bookings, it shall not be assumed that facilities are handicapped accessible unless clearly indicated. Bookings of handicapped accessible rooms will be made solely upon the written request by Client and the written confirmation by Agency to carry out such bookings, as long as such provisions have not already been agreed upon by both parties in the services and cost specification. Consideration of a request for handicapped accessible rooms that deviates from the services and cost specification under the Agency Contract or was expressed after contract conclusion is subject to the hotels' power of disposition and authorization to warrant such accommodation.



3.4. Consideration of any special requests for rooms, beds or facilities that differ from the specification in the services and cost list are subject to the hotels' power of disposition and authorization to warrant such services and cannot be guaranteed by Agency.

3.5. Agency is not an organiser and not a travel organiser in particular, but rather assumes the role of a DMC - a destination management company in accordance with **section 1.1** of the Agency GTC - for the tasks and services specified in the Agency Contract. Agency, in the course of the performance of its duties under the Agency Contract, enters on its own behalf and for its own account into agreements with the respective service providers (i.e. location hosts, hotels, caterers, artists, advertising partners) and will, insofar as contractually agreed, secure on its own behalf and for its own account any required regulatory permits. Agency's duties do not include the organization of the event with regards to subject-matter expertise or content, which shall be the sole responsibility of the organiser.

4. Obligations of Client

4.1. Client shall be obligated to promptly notify Agency in writing of any changes or news that are of importance for the event organisation, coordination and execution.

4.2. In the event that a service provider may directly approach Client with regards to the responsibilities and services covered by this agreement, Client shall be obligated to refer the service provider directly to Agency and to leave further contract and organisational negotiations to Agency.

4.3. Client, as the organiser, shall assume the typical organisational duties and liabilities, in particular

- a) the payment of possible taxes and other dues, with the exception of artist social security contributions, insofar as such contributions are to be made according to respective applicable laws, in which case Agency shall be responsible to make such potential artist social security payments;
- b) the payment of royalties to copyright collecting societies for the performance of proprietary works, insofar as such royalties are compulsory under the respective applicable law (in particular but not limited to GEMA in Germany, AKM in Austria and SUISA in Switzerland).

It is the sole responsibility of Client to secure, in a timely manner, any and all required regulatory permits and/or submissions and registrations, insofar as these are not already part of the subject matter of the contract. Client shall promptly report to Agency any

municipal regulations or ordinances which may be imposed.

4.4. Client guarantees Agency to designate a competent contact person available to Agency during the event planning, execution and post-processing phases. This designated contact person shall be authorized to, on behalf of Client, make or receive to and from Agency any statements or notifications.

5. Special Duties to Notify and Cooperate

5.1. Client shall inform Agency in case that not all required event documentation (i.e. travel documents such as tickets and hotel vouchers) has been received within the time period stated by Agency. Client is obligated to verify the transmitted event documentation on its correctness and completeness, in particular with regards to compliance with the bookings. Client is further obligated to promptly notify Agency of any potential discrepancies, missing documentation or other inconsistencies. In the event that Client fails to fulfil such duties by negligence or within due time, Client shall be deemed jointly responsible and liable for any damages arising as a consequence.

5.2. It is the sole responsibility of Client to inform its (travel) participants of any passport, visa and health provisions as well as any potential modifications thereof in a timely manner before the start of the event.

5.3. Client shall inform its participants/ travellers that Agency is not the event organiser, in particular not the travel organiser, and that in fact Client itself is the event organiser.

5.4. Client shall further inform its participants / travellers that

- a) any additional services on-site not included in the services specification of Agency (such as visitor's tax, miscellaneous local fees, parking, and so forth) will have to be incurred by the participants themselves. Agency is not a (travel) organiser and will not incur any of such cost.
- b) local service providers may insist on credit card guarantees or cash deposits. Client will be informed thereof by Agency in advance and due time.

6. Cost Budgeting, Substitute Participants/ Travellers, Rebooking

6.1. With the total cost agreed upon by both parties all industry typical purchases and expenses with regards to the performance of services by Agency under the Agency Contract are deemed accounted and compensated for. Any other additional cost, such as for postage or courier, shall be incurred by



Client, whereby **sections 6.4 and 6.5** of this contract shall be unaffected by this provision.

6.2. Client shall be at liberty to notify and have Agency process any changes to names and persons of its participants/travellers prior to the start date of the event or travel, insofar that the substitute participants/travellers comply with the special event/ travel requirements and the participation of the substitute participants/travellers is not opposed to by any statutory provision or regulation. Any additional cost arising from aforementioned changes shall be incurred by Client and can be assessed by Agency with a flat charge of 30 EUR per person. The proof that expenses incurred are of a lesser amount shall be at the liberty of both parties. The enforcement of claims for further damages shall not be excluded by the aforementioned flat charge.

6.3. Agency cannot guarantee to warrant Client any special requests made by Client after contract conclusion, in particular for rebooking with regards to date, scope and location of services as well as accommodation and transportation. **Section 6.2** shall remain unaffected by the aforementioned.

6.4. Any cost of transportation and accommodation for travel scheduled under the Agency Contract, insofar as such cost are not already included in the cost budget in accordance with **section 6.1**, will be billed separately as follows:

- a) Reimbursable are cost for cab rides, train rides in first class, business air travel and four star hotels. Upgrades are permitted if the price of a comparable ride, flight or room does not exceed the price of the aforementioned respective categories.
- b) In case of utilization of one's own passenger car, an amount of 0,30 EUR per kilometre can be assessed.
- c) Travel abroad requires the consent of Client in order to be able to be billed.

6.5. Daily Rates for the personal presence of Agency or its employees on-site for inspection of the event location or for its presence during the event can be billed separately to Client, insofar as such cost are not already included in the budget in accordance with **section 6.1**.

7. Services and Cost Modifications

7.1. Agency is generally entitled to make modifications to the contractually agreed services provided that significant reasons for changes occur after contract conclusion, which make such changes to services absolutely necessary, whereby modifications and variations of services which substantially impact the nature and scope of services or can be deemed unreasonable for Client, after mutual and careful consideration of the respective interests of both par-

ties, and disadvantage Client in against good faith shall not be permitted. Warranty shall not be affected by the aforementioned provision insofar as the modified services are impaired by defects.

7.2. In the event that Client will change or cease the planning, operations and other activities outside of the on-going performance of services by Agency, Client will reimburse Agency for all additional cost incurred and dismiss Agency from any liabilities against third parties.

7.3. Agency is entitled to adjust the agreed upon cost after contract conclusion, in due consideration of the interests of Client, if and to the extent to which

- a) price changes of service providers,
- b) changes to royalties, dues and taxes which are essential for and included in the scope of services agreed upon,
- c) changes to transportation cost (i.e. fuel) or
- d) changes to currency exchange rates

make such cost adjustments absolutely necessary in order to avoid a loss in profits and insofar as the circumstances which resulted in an increase were not already existing prior to contract conclusion and thereby not foreseeable to Agency at the time of contract conclusion.

A declaration of cost increase is only valid if it is made in writing and stating the relevant cost positions, for the cost increase relevant factors, to the individual cost positions applied allocation methods, and the resulting calculations.

Added costs for a service will have to be based on the difference between the contractually agreed calculation and the actual increased purchase price of that individual service. These added costs require proof by Agency.

7.4. Both parties shall inform each other promptly about any and all modifications and adjustments set forth in the aforementioned **sections 7.1 through 7.3**. In case of significant modifications to essential services, including respective costs, Client is entitled to withdraw from the contract free of charge. In case of changes in accordance with **section 7.1 sentence 1**, Client shall have the right, instead of withdrawing from the contract, to claim provision of a service of at least equal value, if and to the extent that Agency has the capabilities to provide such service from its service offer without additional cost for Client. Client has to make claim to its rights against Agency under the aforementioned **sentences 2 and 3** in writing and immediately upon receiving Agency's declaration of services and cost modifications in accordance with **sentence 1**.

7.5. Total services and cost assessments will be carried out by Agency in appropriate time intervals.



8. Due Date, Payment Terms and Default

8.1. The contractually agreed compensation will be invoiced to Client, and payments are to be made in compliance with the specifications in the invoices. Invoiced amounts are to be transferred to Agency's accounts, no discounts for early payments applied, within 10 days unless otherwise stated in the respective invoice.

8.2. Unless otherwise agreed upon in individual contracts, the invoiced amount will be due for payment in full (100%).

8.3. The invoiced amounts are in Euro (EUR), unless otherwise agreed upon and stated, and contain, insofar as required, the statutory value added tax according to the taxation rate applicable on the date of performance of services. Client shall consider and assume responsibility for any potential bank fees incurred in connection with payments, including but not limited to bank or currency fees as well as currency fluctuations.

8.4. Agency is entitled to deposits and/or advance payments, which will be determined by both parties in form of individual agreements. These will be accounted for in the total payments due.

Should Agency only be willing to perform its services on the condition of complete or partial advance payments, then such provision will need to be agreed upon under an individual agreement.

8.5. In case Client does not make the advance payments or payment of the complete and remaining amount respectively within the agreed time period,

- a) Agency shall be entitled to the legally applicable interest for default even without issuing any further demand notices for payment.
- b) Agency shall further be entitled, even without admonition, to deny the performance of its services and, after setting a time limit, to withdraw from the contract if and to the extent that services have not yet been provided, in which case Agency shall be entitled to charge Client cancellation fees in accordance with **sections 13.3 through 13.6**.

9. Rights of Agency

9.1. In the course of its performance of duties and responsibilities under the Agency Contract, Agency shall be entitled to use the services of third parties, such as but not limited to employees, freelancers and subcontractors (Delegation Authority).

9.2. Agency shall hold the sole decision authority regarding legal matters and relations pertaining to the contractual relationship.

9.3. Agency shall have the right to retain shares/compensation to which it is entitled by offsetting such against any amounts payable according to accounting practices.

10. Rights of Client

10.1. Client shall reserve the right to be involved in significant planning, organisation and realisation phases (Participation and Co-Determination Rights), provided that it does not constitute an impediment to Agency in its fulfilment of duties and responsibilities under and in accordance with the contract.

10.2. Client shall only be entitled to disclosure of and access to all legal and business matters under this contract agreed upon by both parties separately in writing.

11. Advertising/ Photo and Image Rights

11.1. Client shall make available to Agency all materials necessary for Agency to provide or perform the contractually agreed services, including, but not limited to, advertising materials, company logo, event logo, photos, videos, and press releases, free of third party rights, and will upon request provide further information regarding the event as well as concrete program content. Client guarantees that potentially required rights have been obtained. **Sections 12.5 and 19.1** prevail.

11.2. Client will upon prior consultation appoint Agency as the responsible event agency within the scope of the event.

11.3. Agency shall be entitled during the course of the event to advertise and promote to a reasonable extent.

11.4. Agency is allowed, for reference purposes, to use results of works in excerpts for internal use as well as the name and logo of Client.

11.5. Agency will neither produce nor make use of any photos or videos of the event, unless explicitly agreed by both parties in writing, for example for the purpose of documentation or self-publication as work reference.

12. Liability

12.1. In case of breach of contractual and non-contractual duties and responsibilities, both parties to this contract shall be liable in accordance with the pertinent statutory provisions, as long as not otherwise determined by the Agency Contract and the Agency GTC.

12.2. Agency shall be held liable for damage compensation - irrespective of legal basis - only in case



of deliberate intent or gross negligence by Agency or its legal representatives and vicarious agents. In cases of ordinary negligence on the part of Agency, its legal representatives or vicarious agents, Agency shall only be held liable for

- a) loss of life, bodily injury and damages to health, as well as
- b) damages resulting out of the breach of substantial duties under the contract (duties whose fulfilment makes the contract execution possible in the first place, and where the compliance with such contract duties the other party to the contract shall and will constantly trust in); in this case, liabilities of Agency shall be limited to predictable, typically occurring damages.

12.3. The release from liability under **section 12.2** shall also apply to liabilities of legal representatives and vicarious agents of Agency.

12.4. The limitations of liability under **section 12.2** shall not apply if and to the extent to which Agency or its representatives maliciously concealed a defect or incurred a guarantee for the constitution of the works/ services. The same shall apply to the claims of Client in accordance with the law on product liability.

12.5. Client shall release Agency irrevocably from any liabilities that arise out of the materials provided by Client under **section 11.1** infringing upon the rights of third parties (in particular intellectual property rights, photo/image and personality rights, rights on trademarks and competition) or other statutory provisions.

12.6. Client shall provide for sufficient event organiser's liability coverage with regards to the event under the contract.

13. Event Cancellation/ Postponement, Cancellations

13.1. In case that the event cannot take place due to force majeure, both parties to the contract shall be released from their duties under the contract and each party will bear their cost incurred until then, with the exception of unavoidable cost due to cancellation or termination (cancellation or termination fees) that are payable to third parties. The aforementioned cost will have to be paid by Client. "Force majeure" shall in no case include non-appearance of individual performing artists or the late arrival of one or more participants as well as bad weather, such as ice, snow and storms.

13.2. Should Client decide not to execute or to postpone the event due to justifiable reasons outside of **section 13.1**, Client shall promptly notify Agency in writing and declare the respective withdrawal from

the contract in writing. In that case Client shall be obligated to compensate Agency for damages less the saved expenditures. In case of Agency's equal responsibility/ contributory negligence with regards to the event cancellation or postponement according to sentence 1, Agency should receive a lesser damage compensation amount to the extent of the mutual accountability.

13.3. Agency structured the claim for compensation under **section 13.2** staggered according to time, in consideration of the proximity of point in time to the contractually agreed start of the performance of services, compound as a percentage of the agreed price and taking into account the with calculation of damages usual saved expenditures and potential ulterior utilization of services. Concrete lumps-sum cancellation fees and deadlines (Cancellation) can differ depending on the service and will be determined with Client in the Agency Contract on individual contract basis or individually in the booking confirmation.

13.4. Agency reserves the right to claim a higher concrete compensation, instead of the aforementioned flat fees for cancellation under **section 13.3**, insofar as Agency provides proof that it has incurred expenses significantly higher than the respective flat charge. In this case, Agency shall be obligated to provide a concrete number and verification of the claimed compensation, in consideration of saved expenditures and a potential ulterior utilization of the services.

13.5. In case of partial cancellations, both parties will determine the new price to be set out in writing, in consideration of mutual interests and respective possibilities. If an agreement cannot be reached, partial cancellations shall then be regarded as a total cancellation so that the cancellation fees according to **section 13.3** shall be applied.

13.6. Client shall remain at liberty to prove that no damage was incurred due to cancellation, or a damage of lesser extent than the assessed flat charge in accordance with **section 12.3** in the Agency Contract.

14. Withdrawal due to Insufficient Number of Participants

14.1. In case of services with a contractually agreed minimum number of participants, Agency shall be entitled to withdraw from the contract due to the intended minimum number of participants not being attained.

14.2. Withdrawal from the contract shall be declared to Client immediately and in writing, unless agreed otherwise in individual contracts. Performed services shall be granted back. Claims of Agency under **sec-**



tions 13.2 through 13.6 shall not be affected thereof.

14.3. Sections 14.1 and 14.2 shall not apply insofar as Agency guarantees the performance of the service independent of the achievement of the minimum number of participants (Provision of Services Guarantee). In that case, Agency is allowed to adjust the agreed services to the actual size of the group, at equitable discretion. **Sections 7.1 and 7.4** apply accordingly.

15. Unutilized Services

Should Client not make use of certain individual services that were offered to Client accordingly, due to reasons attributable to Client, Client shall have no right to claim a pro rata reimbursement with regards to the respective incurred price. Agency will make due effort to obtain reimbursement of saved expenses from its service providers, unless the respective services can be deemed insignificant or in the event that statutory or regulatory provisions oppose a reimbursement.

16. Termination

16.1. An unrestricted right of termination shall be excluded.

16.2. The right to extraordinary termination for both parties shall not be affected thereof. Agency shall be entitled to such right in particular if

- a) the agreed compensation is not being paid by Client in due time.
- b) individual participants of the event, in disregard of warnings by Agency, are significantly disturbing the execution of the event or if their behaviour is violating contractual terms and provisions in such a manner that the immediate termination of the contract is justified.
- c) insolvency proceedings over Client's assets were opened or the opening of insolvency proceedings was refused due to a lack of assets.

Should Agency terminate on the basis of the aforementioned, Agency shall however retain its claim for compensation but has to credit Client for the saved expenditures as well as for the advantages from an ulterior utilization of unused services, including potential credited amounts from its service providers.

17. Confidentiality

Both parties pledge to treat as strictly confidential all information that has become known during the engagement of the parties under this contract, such as business relationships and other business/ commercial facts, budget negotiations and guest data. The obligation to confidentiality shall also apply after termination of the contractual relationship.

18. Principles of Loyal Collaboration

18.1. For the purpose of fulfilling the contract, both parties will work together cooperatively and loyally and will promptly inform each other in case of any significant changes.

18.2. Any disputes will be resolved in a fair manner with the goal of a mutual and amicable solution.

19. Contract Penalties / Flat Compensation for Damages

19.1. In the event of a culpable breach of **section 11** by Client, Agency shall be entitled to a contract penalty in the amount of 3,000 € for each culpable breach of photo and image rights, whereby each singular act shall be deemed an individual infringement (exclusion of the continuation connection).

19.2. In the event of a culpable breach of contract confidentiality by Client under **section 17**, Agency shall be entitled to a contract penalty in the amount 10% of the contract offer volume, as basis for assessment, for each event, whereby each singular act shall be deemed an individual infringement (exclusion of the continuation connection).

19.3. In the event of any other culpable breach of contract by Client, Agency shall be entitled to a contract penalty in the amount 10% of the contract offer volume, as basis for assessment, for each event, whereby each singular act shall be deemed an individual infringement (exclusion of the continuation connection).

19.4. Both parties shall remain at liberty to prove a lesser damage with regards to the aforementioned cases under **sections 19.1 through 19.3**. The aforementioned flat charge assessments for damage compensation shall not exclude the enforcement of further damages.

20. Offsetting, Withholding Rights

20.1. Client shall be entitled to offsetting rights against Agency only if Client's counter claims have been established as legally binding, are undisputed or have been recognised by Agency.

20.2. Client may only exercise withholding rights if its counterclaim is based on this contract.

21. Contract Language

21.1. Contract language is English, unless otherwise agreed upon by both parties in writing.

21.2. Organisation in local destinations where the contractually agreed services are performed shall be possible to be conducted in the respective language, unless otherwise contractually agreed.

22. Applicable Law, Jurisdiction



22.1. The contractual relationship shall be subject to the laws of the country/ territory where the contracted services are being performed or provided, unless otherwise contractually agreed.

22.2. Place of fulfilment for all obligations under the contract shall be the country/ territory where the contracted services are being performed or provided, unless otherwise contractually agreed. Insofar as no legal provisions imperatively stipulate a different place of jurisdiction according to the respective relevant law, both parties shall be subject to the exclusive jurisdiction of the courts in the country/ territory where the contracted services are being performed or provided.

23. Data Collection, Processing and Use

The fulfilment of business obligations under the contract will also entail the collection, processing and use of personal data submitted, in accordance with the relevant legal provisions of the country/ territory where the data was collected, processed and used.

24. Concluding Provisions

In the event that certain clauses of the Agency-GTC are invalid or should become invalid, they will be replaced by the applicable regulatory provision from which they deviate.

(As of: Oct. 2016)

