

SAMPLE

Speaker agreement interzum Trend Stage 2023

Live performance in Cologne

between _____

(please enter name and company)

- hereinafter referred to as: "Speaker" -

and

Koelnmesse GmbH, Messeplatz 1, 50679 Cologne,

- represented by the management,

- hereinafter referred to as: "Koelnmesse" -.

Preamble

Koelnmesse is the organizer of interzum 2023 (hereinafter referred to as the "Event"), which will take place from 09 - 12 May 2023 at the exhibition center in Cologne and on Koelnmesse's Digital Event Platform interzum @home (hereinafter referred to as "interzum @home"). As part of the event, Koelnmesse and its partner, trend expert Katrin de Louw, owner of the company TRENDFILTER®, are organizing a program of presentations at the Trend Stage on site and for digital-only broadcast at interzum @home. All presentations at the on-site Trend Stage will be recorded and available on demand at interzum @home. The digital event interzum @home will take place in two parts, immediately before and after the on-site trade fair interzum in Cologne. The exact dates for interzum @home 2023 are expected to be communicated 6 weeks before the event.

§1 Performance obligations of the Speaker

1.1 The Speaker will complete and submit the Speaker Online Form on the homepage of interzum by 24.02.2023. The aim is to create a documentation and application of the presentation. Koelnmesse will include this information on the presentation in the event database. The speaker can view his data. If he/she has any requests for changes, he/she can contact the Koelnmesse event team for this purpose; the contact details can be found on the interzum homepage

1.2 The Speaker will send Katrin de Louw, Trendfilter the teaser according to the technical guidelines (see Speaker Briefing) to promote his presentation via WeTransfer by 24.02.2023.

1.3 The Speaker will prepare a presentation and present it on _____. 05.2023 from _____ hrs to _____ hrs in person at the interzum Trend Stage.

§ 2 Services provided by Koelnmesse

2.1 Koelnmesse will provide two free trade fair tickets 2 weeks before the start of the event. Each speaker will also receive 100 visitor ticket codes (for himself and for further distribution) for interzum @home.

2.2 Koelnmesse continuously promotes the event (including the participation of the Speaker in the event).

2.3 Koelnmesse will make all live contributions to the interzum Trend Stage available on the digital event interzum @home on demand for visitors to the event.

§ 3 Granting of rights of use to Koelnmesse

3.1 The Speaker irrevocably transfers to Koelnmesse the non-exclusive, spatially unrestricted right of use and exploitation for the period until 30.09.2023 to the content provided by the Speaker. The transfer of rights is intended to enable Koelnmesse to use the content itself or through its affiliated companies within the meaning of §§ 15 ff. AktG (German Stock Corporation Act) within the scope of Koelnmesse's services in connection with the digital offering, both commercially and non-commercially.

3.2 The granting of rights is not exclusively related to the digital offering and also includes the following rights:

- a) The right to use the content, to reproduce it, to store it on all known storage media and to reproduce it publicly within the framework of the website and the digital offer, in whole or in part, but only for viewing.
- b) The right to develop the contents for this purpose, e.g. by translating them into other languages.
- c) The right to edit the content for optimal presentation in the digital offering.
- d) The right to combine the content with other content or other creations.

3.3 Insofar as a transfer of rights is not possible due to conflicting rights of third parties, the corresponding places in the program must be made unrecognizable before the transfer of rights to Koelnmesse.

3.4 Koelnmesse accepts the transfer and granting of rights.

§ 4 Liability

4.1 Subject to the following provisions, Koelnmesse shall be liable - irrespective of the legal grounds - for all damage caused by intentional or grossly negligent conduct on the part of its legal representatives, employees or vicarious agents.

4.2 In the case of damage caused by grossly negligent conduct on the part of Koelnmesse's vicarious

agents, liability shall be limited to such damage as can typically be expected to occur within the scope of the present contractual relationship.

4.3 Koelnmesse shall only be liable for damages caused by Koelnmesse, its legal representatives, employees or vicarious agents, neither intentionally nor through gross negligence, if an essential contractual obligation ("cardinal obligation") has been violated. A cardinal obligation is an obligation that is of particular importance for the achievement of the purpose of the contract and on whose observance the Speaker may rely to a special degree.

4.4 Insofar as Koelnmesse's liability is excluded or limited in accordance with the above paragraphs, this shall also apply for the benefit of Koelnmesse's employees or sponsors in the event of direct claims being made against them by the Speaker.

§ 5 Final provisions

This contract otherwise reflects the complete agreement of the contracting parties. There are no verbal collateral agreements. Amendments and supplements to the contract as well as to this clause must be made in writing.

This contract shall be governed exclusively by German law. The place of performance and jurisdiction is the registered office of Koelnmesse.

Should one or more provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic and legal intent of the contracting parties.

Place, date

Place, date

(Speaker)

Koelnmesse GmbH
Mike Fischer
Director interzum