

Speaker Agreement interzum 2023

Name of speaker 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 organiser of interzum (hereinafter referred to as the "event"), which will take place from 09. 12.05.2023 at the exhibition centre in Cologne and digitally on the interzum platform.

As part of the event, Koelnmesse will organise a programme of lectures on the Product Stage on site, which will be recorded and made available on demand on the interzum @home platform from 15.05.2023 onwards.

§1 Obligations of the speaker

1.1 The speaker will personally give a lecture at the event with the following title

Lecture title _____

day _____ time _____

1.2 The speaker agrees that his/her presentation will be recorded and made available on demand on the interzum platform from 15.05.2023.

1.3 The speaker will provide Koelnmesse with all relevant content (title of the presentation, brief description) for the purpose of promoting his/her presentation, as well as his/her own portrait photo file.

(landscape format, max. 2 MB, jpg or png, 525 x 350 pixels, min. 72 dpi). The aim is to create documentation and promote the presentation. Koelnmesse will include this information in the event database. The speaker can view his or her data. If he/she has any requests for changes, he/she can contact the responsible event manager.

§ 2 Services provided by Koelnmesse

2.1 Koelnmesse will provide a free ticket code no later than 2 weeks before the event begins.

2.2 Koelnmesse continuously advertises the event (incl. the speaker's participation in the event).

2.3 Koelnmesse will make the contribution (without Q&A and uncut) available for retrieval on the interzum @home on demand platform as of 15.05.2023.

2.4 Koelnmesse will make the video file (without Q&A and uncut) available to the speaker for his/her own use from 15.05.2023.

§ 3 Costs for the presentation slot

3.1 The costs for the presentation slot at the Product Sage amount to 1,490.00 Euro per slot for the exhibitor. The presentation slot is 20 minutes long plus 5 minutes Q&A.

3.2 Only Exhibitors are eligible to book presentation slots on the Product Stage.

3.3 Payment is due upon receipt of the invoice. The invoice must be paid no later than 14 days after receipt. Otherwise the exhibitor shall be in default.

§ 4 Granting of rights of use to Koelnmesse

4.1 The speaker irrevocably transfers to Koelnmesse the non-exclusive, spatially and temporally unlimited right of use and exploitation of 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. of the German Stock Corporation Act (AktG) as part of Koelnmesse's services. AktG (German Stock Corporation Act), to exploit the content commercially and non-commercially as part of Koelnmesse's services in connection with the digital offering. This also includes the right to make the speaker's presentations available on demand on the interzum @home platform.

4.2 The granting of rights is not exclusively related to the digital offer 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 in 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 contents for optimal presentation in the digital offer.

d) The right to provide the contents or parts thereof with advertising, with the exception of the profile pages.

e) The right to combine the contents with other contents or other creations.

4.3 The presenter waives the rights arising from §§ 12, 13 sentence 2 UrhG, but only the rights to be named as author (§ 13 sentence 2 UrhG) insofar as this is customary in the industry.

4.4 Insofar as a transfer of rights is not possible due to conflicting rights of third parties, the corresponding passages in the programme must be made unrecognisable before the transfer of rights to Koelnmesse.

4.5 Koelnmesse accepts the transfer and granting of rights.

§ 5 Liability

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

5.2 In the case of damage caused by grossly negligent conduct on the part of Koelnmesse's vicarious agents, liability is limited to such damage as can typically be expected to occur within the scope of this contractual relationship.

5.3 Koelnmesse is only liable for damage 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 achieving the purpose of the contract and on whose observance the speaker may rely to a special degree.

5.4 Insofar as Koelnmesse's liability is excluded or limited in accordance with the above paragraphs, this also applies to the benefit of Koelnmesse's employees or sponsors in the event of direct claims being made against them by the speaker.

§ 6 Final provisions

This contract otherwise reflects the complete agreement of the contracting parties. There are no verbal subsidiary agreements. Amendments and supplements to the contract and to this clause must be made in writing. The contracting parties undertake to treat the contents of this contract, in particular the services owed hereunder, as well as all confidential information obtained in the course of the performance of the contract, confidentially vis-à-vis third parties.

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 intentions of the contracting parties.

Place, date

Cologne, date

Name Speaker

Maik Fischer
Director interzum
Koelnmesse GmbH