

Terms and Conditions for Partners

for participation in the hybrid event “**Bosch ConnectedWorld 2022**” in Berlin, Germany

These Terms and Conditions apply for exhibition partners (hereinafter: “**Partner**”) of the event “**Bosch ConnectedWorld 2022**”, planned as a hybrid event taking place both on-site in Berlin (Germany) and online (hereinafter: “**Event**”), of Bosch.IO GmbH, Ullsteinstr. 128, 12109 Berlin, Germany, www.bosch.io (hereinafter: “**Bosch.IO**”).

1. Framework of the Agreement

- 1.1. If the signed booking form (hereinafter: “**Booking Form**”, **Annex 1**) of a Partner for the Event is accepted by Bosch.IO, Partner’s participation is subject to the following terms and conditions including all Annexes, which are incorporated into this contract by reference (hereinafter: “**Agreement**”).
- 1.2. Bosch.IO operates the Event for businesses only and does not accept consumers within the meaning of § 13 of the German Civil Code [BGB] as Partners.
- 1.3. The services associated with each Partnership level are specified in the respective event brochure (hereinafter: “**Brochure**”, **Annex 2**). There are separate event brochures for companies of the Bosch Group, external partners, and for start-ups.
- 1.4. Bosch.IO expressly points out that no specific number of participants or exhibition partners, both for the online and on-site part of the Event, can be guaranteed.
- 1.5. Bosch.IO may involve further external service providers for provision of services owed under this Agreement.
- 1.6. This Agreement takes effect between Bosch.IO and the Partner named in the Booking Form as of the date accepted by Bosch.IO. By submitting the preceding Booking Form, Partner agrees to be considered by Bosch.IO for partnership of the Event (hereinafter: “**Partnership**”). If Partner is selected for Partnership, Bosch.IO will notify Partner, confirming Partner’s selection and the Partnership level. Note that Partner is not an event partner unless and until Bosch.IO sends Partner a confirmation.
- 1.7. Conditions deviating from and amendments to this Agreement must be agreed in writing. Any terms and conditions of the Partner contrary to or supplementing this Agreement shall not be valid. This also applies if they are referred to in an order or any other documents of the Partner and Bosch.IO does not expressly object to such reference.

2. Payment Terms

- 2.1. Partner agrees to pay the fee for the booked Partnership level (hereinafter: “**Partnership Fee**”). Bosch.IO will send Partner an invoice for the Partnership Fee approximately four weeks from acceptance of the Booking Form.
- 2.2. Payment for each invoice shall be made by bank transfer only and without any deduction into a bank account stated by Bosch.IO within thirty (30) days from receipt of invoice date but in no event later than

the last day before the beginning of the Event. If the Partner has not paid the Partnership Fee in full by the due date, Partner may not participate in the Event and subject to any further rights Bosch.IO may terminate the Agreement or otherwise dispose of the stand space.

2.3. Partners from non-EU states:

The Partnership Fees of the Agreement are net and shall be subject to the addition of any applicable statutory value-added tax and other taxes on consumption and/or services. If such taxes are triggered by the services rendered by Bosch.IO, they shall be payable in addition to the agreed fee. The Partner shall not be entitled to reduce payments to Bosch.IO by deducting present or future taxes (including any possible withholding tax), levies and/or charges. If and insofar as the Partner is legally obliged to withhold taxes, levies and/or charges and pay these to the tax authority in the name of Bosch.IO, all costs in this connection shall be borne by the Partner. The Partner shall ensure payment of the contractually agreed Partnership Fees on the due date and shall, within the period prescribed by law, pay to the relevant authority on the Partner’s own account, in the name of Bosch.IO, the levies requested by such authority. The confirmation of payment issued by such authority shall be forwarded to Bosch.IO by the Partner within one week of receipt of the certificate.

- 2.4. *For partners from EU and certain other third countries:* VAT is charged in accordance with the reverse-charge principle.

3. Cancellation Options/Termination

- 3.1. Partner is granted the following cancellation option: if cancelled until **August 12, 2022 EOD CET**, Partner will be liable for 50% of the Partnership Fee. If Partner cancels after August 12, 2022, Partner will not receive any refund of the Partnership Fee. Partner’s failure to show at the commencement of the Event will constitute cancellation by Partner, for which Partner will be liable for 100% of the Partnership Fee.
- 3.2. Bosch.IO reserves the right to cancel the on-site part of the Event until **August 26, 2022 EOD CET**. In case of such cancellation the Event will be held as an online event only. The applicable Partnership Fee shall be reduced from the Hybrid Partnership level to the respective Online Partnership level. Any further claims of Partner, in particular reimbursement of expenses or lost profit, cannot be asserted from this.

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- 3.3. The parties right to termination for cause shall remain unaffected.

4. Reasonable Changes

- 4.1. The Event is scheduled for the location, date and time specified in the Booking Form. Exhibition Partner acknowledges and agrees that Bosch.IO reserves the right, in justified cases, considering all legitimate interests and where reasonable for Partner, to reschedule the location, date, time, and/or logistics of the Event as well as to change the duration of the Event and/or the opening hours. Bosch.IO endeavors to notify Partner of any such changes as far in advance as possible. In the event of such a reasonable, change in the location, date and/or time (duration, opening hours), the Agreement shall be deemed to have been concluded for the new period and/or venue; a right of withdrawal shall not arise from this in principle. Claims for damages cannot be asserted from this. No such reasonable change will be deemed a cancellation by Bosch.IO and therefore, if Partner wishes to cancel its Partnership, sec. 3.1 shall apply.

5. Force Majeure (incl. COVID19)

- 5.1. If the Event cannot take place as planned due to force majeure or similar events, Bosch.IO may whilst exercising reasonable discretion and consideration:
- a.) cancel the Event,
 - b.) reschedule it to a new date, or
 - c.) change the format of the Event in such manner that still allows running it, whereby this specifically entails restricting the Event from a hybrid on-site and online event to an online event only.
- 5.1.1. In case the Event has to be canceled according to sec. 5.1 a.) the applicable Partnership Fee shall be reduced to 50%.
- 5.1.2. In case the Event has to be rescheduled to a new date according to sec. 5.1 b.), the Agreement shall be deemed to have been concluded for the new date.
- 5.1.3. In case the format of the Event is amended to an online-only event (after the date referred to in sec. 3.2 above) according to sec. 5.1 c.), the applicable Partnership Fee for Hybrid Partnership level shall be reduced to an extent that reflects 50% of the costs attributable to the on-site portion of the Event (i.e. the Partnership Fee for Hybrid Partners is as follows, depending on the Partnership Level: Platinum 38,750 EUR, Gold 26,250 EUR, Silver 13,750 EUR).
- 5.1.4. Except for the remaining obligations as set forth above, Bosch.IO shall be released from its other obligations.
- 5.1.5. Third party costs incurred by the parties shall be borne by them. Claims for damages for non-performance, in particular damages due to lost profit, are excluded.
- 5.2. Force majeure or similar events shall mean all events beyond Bosch.IO's control, i) which could not be averted with reasonable effort; ii) which could not

have been foreseen even when exercising reasonable care; and iii) which make Bosch.IO's obligations under the Agreement considerably more difficult or completely or partially impossible. A case of force majeure or a similar event shall be deemed to exist in particular in the event of natural disasters (e.g. earthquakes, exceptional weather conditions), war, terrorist attacks, epidemics, pandemics, strikes, legitimate lockouts, travel restrictions, operational or traffic disruptions and transport obstructions, official orders, bans/prohibitions, trade blockades, embargoes, shortages of raw materials, and lack of transport facilities for which Bosch.IO is not responsible.

- 5.3. **The COVID19 pandemic currently is ongoing and its duration and impact are unpredictable for the parties. Against this background, the parties define the COVID19 pandemic (including official measures and recommendations as well as other effects which, in Bosch.IO's good faith judgment, impair the performance of the Event) as a case of force majeure.**

6. Partnership Levels

6.1. All Partners

This section 6.1 shall apply to all Partnership levels.

- 6.1.1. Upon conclusion of the Agreement, Bosch.IO will create an account for Partner for the portal MyBCW account (hereinafter: "**MyBCW Account**") and will provide Partner with its access credential. The use of the MyBCW Account is subject to the separate MyBCW Account Terms & Conditions in **Annex 3**. Within the MyBCW Account, Partner may provide information about the Event presence of Partner, including a Partner profile, accompanying audio-visual material and other content, order upselling event packages, create, administrate, and report ticket codes and access the online event platform (hereinafter: "**BCW.online Platform**") where the Partner can directly approach online participants during the Event.
- 6.1.2. Partner is not entitled to assign, sublet or let third parties make use of the booked Partnership package, in whole or in part, not even free of charge, or to endorse or represent other companies.

6.2. Hybrid Partner

This section 6.2 shall apply additionally only if Partner has selected the Level "Hybrid Partner" in the signed Booking Form for the on-site Event participation.

- 6.2.1. Bosch.IO will assign to Partner an on-site exhibition space (hereinafter: "**Space**") according to Bosch.IO's internal booth queue policies, which may include, in Bosch.IO's sole discretion and without limitation, such factors as the amount of the fees committed by the Partner and when the Partner committed. Bosch.IO reserves the right, in its sole discretion, to change the location, size, layout, arrangement and display restrictions of the Partner's space limits. Partner purchases only the right to exhibit and market within the confines of the Space. Distribution of marketing materials outside the Space is strictly prohibited. Bosch.IO reserves the

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right, but not the obligation to review and approve all Partner materials to be displayed, distributed or used by Partner in connection with its Partnership of the Event (hereinafter: "**Exhibition Partner Materials**"). Upon request, Partner agrees to provide any such Exhibition Partner Materials for Bosch.IO's review and written approval.

- 6.2.2. Bosch.IO's provision of the Space includes only the items set forth in the Brochure. Partner is responsible, including any costs or expenses, for any goods or services that are not listed in the Brochure.
- 6.2.3. Exhibits are considered desirable to support the Partner's message during the Event. All exhibits have to be announced to Bosch.IO using the appropriate Exhibit Application Form (includes dimensions, weight, special requirements, etc.) in the MyBCW Account. The technical datasheet of the exhibit has to be enclosed. By submitting the Exhibit Application Form, Partner agrees to be considered by Bosch.IO for Exhibition this specific exhibit during the Event. If the exhibit is approved by Bosch.IO, Bosch.IO will notify Partner via email, confirming Partner's exhibit. Partner is not allowed to present an exhibit unless and until Bosch.IO sends Partner a confirmation email. If the use of an exhibit requires adaption of the Partner's Space with regard to construction or supply, resulting costs have to be covered by Partner. Additional costs regarding the exhibit, e.g. for shipping, handling, set up, etc. have to be covered by Partner.
- 6.2.4. Changes of Partner's Space have to be approved by Bosch.IO and are liable to certain additional costs. Thereof resulting costs have to be covered by Partner. From October 7, 2022, a 20 percent handling fee will be added.
- 6.2.5. Partner agrees to abide by the venue rules and regulations in **Annex 4**. In addition, due to the ongoing COVID19 pandemic, there may be further restrictions and/or requirements regarding health and safety (distance, mandatory testing, Certificate of vaccination, etc.) that must be complied with by Partner.
- 6.2.6. Insurance, health/safety risks & property damage:
 - a.) Partner shall take out appropriate liability insurance for body injury and property damage for the duration of the Event and provide proof thereof to Bosch.IO at its request. If, during the Event, damage occurs to the items provided by Bosch.IO, Partner shall be liable for the costs of restoring the condition that existed upon the beginning of the Event.
 - b.) Bosch.IO does not undertake to safeguard exhibits and other equipment of Partner. Partner shall maintain, at its sole cost and expense, adequate insurance coverages.
 - c.) Partner shall be liable for damage, injury or loss incurred by third parties employed by or acting on behalf of Partner to the same extent as for damage, injury or loss of its own making.
 - d.) The Partner shall be legally liable and solely responsible for safeguards against any property and health/safety risks that arise on Partner's Space in connection with participation in the

Event, and shall accordingly identify, communicate, and document all such safeguards deemed relevant.

7. Permission to use materials

- 7.1. Partner grants Bosch.IO and its employees, agents, contractors or representatives permission to use, reproduce, combine with other works, and publish worldwide, in all media, Partner's trademarks, product names or descriptions and logo(s) and any materials Partner provides for the purpose of or as result of Partner's Partnership of the Event, including, without limitation, posting on websites, or publishing in other print or electronic media, brochures, newsletters, advertisements, and magazines. Bosch.IO may edit materials only as necessary to conform them to a given media, e.g., changing the size of an image, but will not modify Partner's trademarks or logos in any other way without Partner's prior written consent.
- 7.2. Further to above, Partner agrees irrevocably and free of charge for all present and future media that Bosch.IO or third parties commissioned by Bosch.IO are entitled to make recordings of the Partner, Space and/or individual exhibits within the framework of the Event, also going beyond reporting of the current Event, and to use such recordings in whole or in part and to reproduce them, also in amended form, to broadcast and to otherwise make them available to the public, including for Bosch.IO's and its affiliated companies (within the meaning of Section 15 of the German Stock Corporation Act (AktG)) advertising purposes.
- 7.3. Partner is aware that the materials and recordings will also be used for websites, and that the material and recordings can technically be downloaded by any internet user. Bosch.IO is not obliged to take legal action against third parties who misuse the materials or recordings. Partner hereby waives any claims against Bosch.IO resulting from the unauthorized use of by third parties.

8. Limitation of liability

- 8.1. Bosch.IO shall be liable in accordance with the statutory provisions (i) in the event of intent and gross negligence, (ii) in accordance with the provisions of the Product Liability Act (*Produkthaftungsgesetz*; *ProdHaftG*), (iii) at the scope of a guarantee assumed by Bosch.IO, and (iv) in the event of violation of life, body, or health of a person.
- 8.2. Notwithstanding the provision in sec. 8.1, in cases of negligently caused property damage and financial loss, Bosch.IO shall only be liable in the event of a breach of an essential contractual obligation. However, the amount shall be limited to the damage foreseeable and typical for the contract at the time the Agreement was concluded. Essential contractual obligations shall be such obligations the compliance with which characterizes the contract and that the Partner may rely on.
- 8.3. For liability under sec. 8.2, the parties agree – with due regard to the type and scope of services to be performed under this Agreement – to a liability cap of damages amounting to 100% of the Partnership Fee paid by Partner.

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- 8.4. The above limitations of liability shall also apply in the event of fault on the part of a vicarious agent of Bosch.IO as well as to the personal liability of employees, representatives, and bodies of Bosch.IO and to claims for reimbursement of expenses.
- 8.5. Liability of Bosch.IO shall be excluded in all other respects.

Dated: December 2021

Bosch.IO GmbH

9. Confidentiality

- 9.1. This Agreement, its terms and the Event are each confidential until publicly announced by Bosch.IO. Partner may not disclose the existence of this Agreement or the terms of this Agreement to any third party without Bosch.IO's prior written consent.

10. Data protection

- 10.1. Bosch.IO respects Partner's privacy. The protection of Partner's privacy throughout the course of processing personal data as well as the security of all business data is an important concern to Bosch.IO. Bosch.IO processes personal data that was gathered in connection with the Agreement confidentially and only in accordance with statutory regulations. Data protection and information security are included in Bosch.IO's corporate policy.
- 10.2. Bosch.IO is the controller responsible for the processing of Partner's data as described in the data protection note of Bosch.IO: <https://bosch-connected-world.com/data-protection-notice/>.

11. General provisions

- 11.1. Bosch.IO may assign or delegate its rights and obligations under this Agreement in its sole discretion. Partner may not assign or delegate its rights and responsibilities under this Agreement to any person or entity without Bosch.IO's written approval other than to a wholly-owned affiliate or subsidiary that is not a direct competitor of Bosch.IO.
- 11.2. Legally relevant statements and notices to be delivered to the other Party after conclusion of the Agreement (e.g. cancelation, termination, notification of changes) must be made in text form in order to be effective and must be sent for Bosch.IO to connected@bosch.io and for the Partner to the e-mail address provided by the Partner in the Booking Form.
- 11.3. Nothing in this Agreement is intended to, nor will be deemed to, establish any partnership, joint venture, or agency relationship between any of the parties, nor authorize any party to make or enter into any commitments for or on behalf of any other party.
- 11.4. To the extent permissible by law, the exclusive place of jurisdiction shall be Stuttgart, Germany.
- 11.5. This Agreement is governed by the law of the Federal Republic of Germany. The applicability of the UN Sales Convention is expressly excluded.
- 11.6. Should a provision be or become invalid, this shall not affect the validity of the remaining provisions. In this case the invalid provision shall be replaced by an admissible agreement that most closely approximates the commercial aim of the original, invalid provision.