

TERMS AND CONDITIONS.

01_SCOPE

a) These terms and conditions apply to all contractual relationships between Proske GmbH or its subsidiaries ("Proske") and its/their customers and suppliers. No differing terms and conditions of the customer or supplier shall be recognized unless expressly agreed to in writing.

b) These terms and conditions apply only with respect to business enterprises, legal entities under public law or special establishments under public law within the meaning of § 310 (1) of the German Civil Code. These terms and conditions apply to all contracts entered into by Proske.

02_FORMATION OF CONTRACT

a) Proske organizes meetings and hospitality programs for customers worldwide. This service includes in particular the identification of suitable venues and the related bookings, event design and development, consulting, financial management, attendee management, audiovisual concepts and production, transportation, hotel reservations, entertainment, incentivization activities, on-site staffing and web services.

b) The scope of service corresponds to the volume and description of services listed in the respective Statement of Work (SOW).

c) The offer is made in the form of a cost calculation that is sent to the customer in writing (via e-mail, fax or regular mail). Offers are non-binding and subject to revision. A contract is formed only upon receipt of a detailed confirmation of the booking from the customer.

d) Customers and suppliers acknowledge that the direct contractual relationships with regard to events organized by Proske are between the customer and the attendees or suppliers.

e) Employees of Proske are not authorized to make any agreements that differ from the descriptions of services and rates or from these general terms and conditions.

This prohibition also applies even if the employees in question are full-time Proske employees. Any additions or amendments to the contractual terms and conditions defined in the SOW must be agreed on in writing with an authorized legal representative of the company.

O3_PAYMENT

a) All prices invoiced by Proske are net prices, plus the legally required value-added tax at the currently applicable rate. The invoiced amount is payable without deductions not later than on the 10th day following receipt of the invoice.

b) Upon execution of the contract, the customer will pay 45 % of the amount of the order after receipt of the invoice. An additional 45% is payable 30 days before the scheduled event. The remaining 10% will be invoiced immediately after completion of the order. Proske is also entitled to amend this schedule of payments, in particular if advance payments must be made to third parties.

c) If Proske has not received 90% of the amount of the order 10 days prior to the scheduled event, Proske is entitled to suspend any further activity for the customer until payment in full is received.

d) All expenses incurred to that point as well as Proske's compensation must be paid, whereby the total payment will be reduced to reflect any reduced volume of services.

e) Proske remains entitled to payment in full if an event organized by Proske is cancelled or prematurely terminated for reasons beyond Proske's control, in particular on account of events classified as force majeure.

f) If Proske issues purchase orders to third parties for miscellaneous goods or services in the name of a customer, the purchase order is binding exclusively on the customer. Unless indicated otherwise in the booking confirmation, the invoice shall be sent by the third party directly to the customer.

g) If, depending on the nature of the contract, title to goods or works, including but not limited to planning documents, designs or promotional material, is to be transferred to the customer, Proske shall retain title to said goods or works until

payment in full of all of Proske's claims, including any accessory claims, if and to the extent that Proske has previously acquired title to the goods or works.

h) Proske must be notified immediately in the event of attachments or other actions by third parties against the customer, including but not limited to pending insolvency or bankruptcy or the opening of insolvency or bankruptcy proceedings by the customer.

g) The customer can offset only legally enforceable or undisputed claims against amounts owed to Proske.

O4_AMENDMENTS

a) If Proske was requested to solicit offers from third parties or similar activities, Proske shall make its best efforts immediately after receiving payment to complete the corresponding bookings on the basis of the offers submitted. The booking documents shall be forwarded to the customer upon receipt. Third-party offers are subject to availability and the contract terms and conditions of the respective third party.

b) If Proske has a contract with suppliers and the booking confirmation indicates only estimated costs, Proske will refund overpayments or invoice for extra costs as soon as the final amounts are known.

c) In the event of a cancellation by an artist, model or other actor, Proske is entitled, after notifying the customer, to replace them with equivalent actors. Proske is similarly entitled to make changes that are in keeping with the performance of the contract if the booked services cannot be performed in their entirety or not in the original form. In neither case will the customer be entitled to a reduction of the agreed-upon price.

d) If the customer wishes to modify the booking in the period between the execution of the contract with Proske and the event, Proske will attempt to accommodate the customer's request to the extent possible. Any additional costs incurred must be paid by the customer and no costs will be refunded.

05_CUSTOMER'S DUTY OF COOPERATION

- a) Proske can perform its contractual obligations only if the customer has provided Proske, by the agreed-upon deadline, with the information and documents necessary for the performance of the contract.
- b) The service concepts—to the extent they are individually tailored to the customer's requirements—must be checked by the customer and approved within three business days. Unless Proske is notified otherwise by this deadline, the performance concept shall be considered to have been approved.
- c) The customer must also examine all designs and presentations immediately for inaccuracies, shortcomings and defects and notify Proske if necessary. If the customer has not given any notice within three business days after notification, the services shall be considered to have been accepted. If the customer resigns to execute the acceptance procedure, then the customer forfeits all claims under the warranty.

06_CANCELLATION

- a) If the customer withdraws from the contract for reasons for which Proske is not responsible, the following cancellation fees are due:
 - 90 or more days before the event: 50% of the total amount of the order
 - 31-90 days before the event: 75% of the total amount of the order
 - less than 30 days before the event: 100% of the total amount of the order
- b) If Proske has incurred costs that exceed these cancellation fees, Proske is entitled to invoice the customer for the additional costs.
- c) The receipt of the notice of cancellation by Proske shall be the determining factor for the calculation of the amount of the fees.

07_COPYRIGHT AND CONFIDENTIALITY

- a) Proske shall retain the copyright to all materials created for the customer unless the copyright is transferred to the customer on the basis of a written agreement. Customers and suppliers may use the project and design documents transferred only

for the purpose stipulated in the contract. Use of the documents without prior permission from Proske for any other purpose, including but not limited to disclosure, publication, reproduction or other dissemination, is prohibited. Audio and video recordings of events organized by Proske may be made only with prior permission from Proske.

b) Customers and suppliers must maintain the confidentiality of business and operating secrets of Proske and its partners that come into its possession in the framework of the performance of the contract for a period of 2 years and not disclose them to any third parties.

c) Any negligent infringement of the obligations set forth in Nos. 7 a) and 7 b) above shall result in the imposition of a contractual penalty in the amount of EUR 10,000. This shall be without prejudice to more extensive claims on the part of Proske.

O8_LIABILITY

a) Proske shall be liable only for damage or injury caused by intentional misconduct or gross negligence, except for a violation of a substantial principal contractual obligation, and except for death, bodily injury or damage to a person's health. In the event of a violation of a substantial principal contractual obligation, liability is limited to conventional and foreseeable damages.

b) Proske has no control over services performed by third parties and therefore expressly cannot accept liability—to the extent permitted by current laws—in particular for delay in the delivery of documents, tickets etc. or cancellation by the respective third party.

c) Customers and suppliers shall be liable for all property damage and bodily injury that may be caused by its employees or event attendees in connection with the execution of the event. Customers and suppliers must carry the necessary insurance against these risks and must document insurance coverage upon request by Proske. Customers and suppliers shall defend Proske and hold it harmless from third-party damage claims.

09_MISCELLANEOUS

a) The competent courts of Munich, Germany, shall have exclusive jurisdiction to hear and determine any dispute arising from or in connection with these terms and conditions. These terms and conditions shall be governed by the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

b) Only the German version of these General Terms and Conditions shall be valid for their legal interpretation. The English version is provided exclusively as a convenience for non-German-speaking customers.

Proske GmbH

Aventinstr. 2

83022 Rosenheim

Managing Directors: Bernhard Proske, René Proske, Markus Struppler