

SERVICE CONTRACT
"Sponsor Model of the DPG Online Conference".

between

the DPG-Kongreß-, Ausstellungs- und Verwaltungsgesellschaft mbH
Hauptstraße 5, 53604 Bad Honnef

– hereinafter referred to as "Organiser" –

and

– hereinafter referred to as "Sponsor" –

Preamble

The DPG Meeting of the Section of Atoms, Molecules, Quantum Optics and Plasmas (SAMOP) will be held as an online event from 20 to 24 September 2021.

The organiser is organising a virtual industry and book exhibition embedded in the framework of this online conference.

The sponsor participates as a participant and as an exhibitor.

This having been stated, Sponsor and Organiser here agree the following:

Section 1
Sponsor's obligations

- (1) Sponsor undertakes to pay organiser a one-off sum in money to the amount of **EUR 1,000 plus VAT**. Organizer shall issue an invoice meeting the legal requirements for that amount. The payment is due upon receipt of the invoice and shall be transferred to Organiser at the Bank für Sozialwirtschaft in Cologne (to Organiser's account – BIC BFSWDE33XXX) with IBAN DE26 3702 0500 0008 1271 00 stating as the purpose "DPG-Online-Conference SKM".
- (2) For the purpose of the advertising measures agreed in Section 2 below, the Sponsor shall submit its company logo and other equipment features relating to the creation and functionality of the virtual exhibition stand in accordance with the Organiser's specifications and shall notify the Organiser in writing of the exact company name or the company for publication in the programme information within the deadlines specified by the Organiser. Subsequent changes to the company logos and/or all designations provided by the

Sponsor are not possible. The costs for the producing of advertising material of the Sponsor shall be borne by the Sponsor.

Section 2

Performance owed by Organiser

- (1) For the term of this agreement, Organiser shall grant Sponsor the right to carry out advertising measures in which it draws attention to the sponsorship of the event by Sponsor as follows:

Sponsor Model:

- **Sponsor logo on the DPG conference website (but without linking)**
 - **one online exhibition stand included for the entire duration of the conference**
 - **30 minutes at a "Meet your exhibitor" table**
 - **additional 3 free company accesses to the entire scientific programme**
- (2) During the term of this agreement Organiser shall grant Sponsor the right to describe itself as "Sponsor of the Section of Atoms, Molecules, Quantum Optics and Plasmas (SAMOP)" and to use that designation in legal transactions with third parties and in market communication.

Section 3

Good faith, confidentiality

- (1) The parties undertake to act with mutual good faith and loyalty. Organiser shall in particular not comment negatively about Sponsor publicly and Sponsor shall pay heed to Organiser's legitimate interests, especially its reputation and standing and to the purpose and prestige of the sponsored event. The aforementioned duties shall also apply after the agreement ends.
- (2) The parties undertake to keep the content of this agreement, especially the duties owed hereunder, confidential with respect to third parties; disclosure is only permitted to protect legitimate interests or if required by law. This obligation shall remain binding after the agreement ends.

Section 4

Exclusion of liability, interest in performance

- (1) Sponsor accepts vis-à-vis Organiser no liability, apart from loss of life, personal injury, and impairment of health, for any harm not arising from grossly negligent breach of contract by Sponsor or intentional or grossly negligent breach of contract by a statutory representative or agent of Sponsor.
- (2) The parties agree that Sponsor shall not play any part in the organisation and staging of the event, does not bear any responsibility therefor and is not liable to third parties, participants, visitors, and Organiser's suppliers except where the harm is caused intentionally. Organiser shall give due heed to Sponsor's rights when concluding event-related contracts. Organiser warrants that it holds all rights to the event (inter alia advertising, marketing, and industrial property rights) and Organiser undertakes to hold Sponsor free and

harmless regarding those rights for all and any third-party claims for damages under or in conjunction with the event, unless they are due to Sponsor's intentional acts.

- (3) Above and beyond rendering the performances it owes, Organiser shall not be liable for any non-achievement of the communicative objectives intended by Sponsor with the conclusion of this agreement, unless it impeded or prevented said achievement by culpably breaching cardinal contractual duties.
- (4) Organiser duly points out that the advertising measures laid down in this agreement might be restricted by public-law provisions or association regulations. Organiser shall not be liable for damages in the case of restrictions arising because of such stipulations. This shall be without prejudice to the right of termination for good cause.
- (5) Sponsor shall be liable for the freedom from third-party rights of Sponsor's company designations and/or logos provided to Organiser under this agreement. If third parties assert claims against Organiser due to its contractually compliant use of the company designations and/or logos, Sponsor shall fully hold Organiser free and harmless upon request.

Section 5 **Legal consequences of cancellation of the event**

- (1) Either party is entitled to terminate this agreement without complying with a period of notice if the event cannot be staged for whatever reason.
- (2) If the event is not staged, the parties are not obliged to render any performance; partial performances shall be remunerated, advance payments shall be reimbursed.

Section 6 **Entry into force, term, premature termination**

- (1) This agreement shall enter into force upon signing by both parties as of the date on which the last signature is appended and shall end with termination (Section 5(1) or 6(2)) or upon the end of the event [24 September 2021], without express declaration by the parties being required.
- (2) The above notwithstanding, either party is entitled to terminate the agreement without notice for good cause. A good cause arises especially if a party culpably breaches cardinal contractual duties or if an application for the opening of insolvency proceedings for the assets of one of the parties is filed. Termination shall require the written form.
- (3) If a party is answerable for the immediate termination for good cause, it undertakes to restitute the performances received from the other party but shall not be entitled to demand restitution of performances it has rendered.

Section 7 **Miscellaneous**

- (1) No oral side agreements have been concluded, all changes or additions to this agreement must be put down in writing to be effective. This also applies for any waiving of the above written form requirement.

- (2) No clause in this agreement may be interpreted as founding a company or a company-like relationship.
- (3) Offset with claims of any nature by one of the parties is only permitted if they are undisputed or declared final and binding by a court of law. Receivables and other claims under this agreement may only be assigned with the prior written consent of the party owing the receivable or claim.
- (4) If any individual provisions in this agreement are partially or totally invalid, this shall not affect the validity of the remaining provisions of this agreement. In that case, the parties undertake to replace the invalid or unenforceable provision with a valid or enforceable provision which most closely meets the economically intended purpose and content of the wholly or partially invalid or unenforceable provision within the context of the agreement as a whole.
- (5) This agreement shall be governed as laid down in the law of the Federal Republic of Germany concerning its creation and all its effects. Place of fulfilment for all obligations under this agreement is the venue of the event. The legal forum for all disputes arising from this agreement is, in so far as permitted, Bad Honnef.

Bad Honnef, the _____, _____, the _____

Organiser (*legally binding signature*)

Sponsor (*legally binding signature*)