

General Terms and Conditions INBOUND Services GmbH

Art. 1 Area of Application

(1) INBOUND Services GmbH, Winterhuder Weg 31, D-22085 Hamburg, (hereinafter referred to as "INBOUND Services") provides destination management and event services to domestic and foreign businesses either **(i) as principal** (purchasing services in the destinations and reselling them as a package or as individual services) **or (ii) as intermediary** (acting as agent on behalf of the Client) in arranging third-party services.

(2) The following General Terms and Conditions (GTC) determine, subject to additional supplement agreements, the contractual relationship between INBOUND Services and the contractor, in terms of sec. 1 (hereinafter referred to as "Client"). Deviating client terms do not apply unless expressly agreed in writing by INBOUND Services.

(3) Offers from INBOUND Services address to enterprises only. Enterprise is any natural or juristic person, or any partnership of legal capacity, which at the time of transaction exercises its commercial or self-dependent professional activity (art. 14 BGB – German Civil Code).

(4) Capacity and Third-Party Suppliers.

(a) Principal. Where INBOUND Services acts as principal, the Client's contract is with INBOUND Services; scope and commercials follow the applicable Quotation/Confirmation/Contract. INBOUND Services remains responsible for the Deliverables in accordance with these GTC and the project-specific agreement.

(b) Intermediary (agent). Where INBOUND Services acts as intermediary (acting as agent on behalf of the Client) in arranging third-party services, the Client's contract is concluded directly with the third-party supplier and the supplier's terms and conditions apply. INBOUND Services' obligation is limited to arrangement and transmission with due care; INBOUND Services is not liable for the third-party supplier's performance, save for INBOUND Services' willful misconduct or gross negligence. Reimbursable third-party costs are invoiced as disbursements; any agency/management fee is as agreed in the applicable Quotation/Confirmation/Contract.

Art. 2 Contract

(1) By confirming services offered by INBOUND Services, Client makes a binding offer to INBOUND Services for the conclusion of a contract. Client may make such confirmation in writing, by e-mail or phone. The offer to contract of Client shall be based on the individualized package and/or individual services proposed by INBOUND Services upon request.

(2) Client's offer to contract shall be accepted by submission of the confirmation by INBOUND Services in text form. In case the content of the confirmation deviates from the content of the offer, this shall be deemed a new offer by INBOUND Services. The contract is deemed concluded on the basis of this new offer once the Client declares its acceptance, or makes the respective payment.

(3) These GTC apply to all quotations issued by INBOUND Services and shall govern any resulting engagement. A project-specific agreement is concluded upon the earliest of: (a) the Client's written acceptance of a Quotation (including email acceptance or a purchase order referring to the Quotation), (b) INBOUND Services' written Confirmation, or (c) a project-specific Contract issued by INBOUND Services and accepted in writing by the Client.

(4) The entire agreement consists of these GTC and the project-specific Quotation/Confirmation/Contract including its annexes. In case of conflict, the Quotation/Confirmation/Contract prevails for project-specific commercial terms; otherwise, the GTC govern. No other terms (including client PO terms or web-linked policies) apply unless expressly agreed in writing by INBOUND Services.

(5) The legal business basis is exclusively the travel occasion/group name mentioned in the confirmation of INBOUND Services. This expressly excludes other designations in correspondence on the part of the customer or INBOUND Services.

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Art. 3 Services

(1) The type and scope of services owed under the contract are determined by the Confirmation.

(2) The classification of accommodation stated by INBOUND Services in the Confirmation refers to the system typical in the country concerned, unless INBOUND Services specified a different classification.

(3) Unless expressly stated, hotel bookings are not deemed as equipped for disabled persons. Bookings of rooms suitable for handicapped persons are subject to special request and confirmation by INBOUND Services in writing.

(4) Consideration of special requests, which deviate from the Confirmation, is in the sole province of the vendor, depending on its possibilities and availability, and cannot be warranted by INBOUND Services.

(5) Exclusive appointment; authority; payments (principal only). Where INBOUND Services acts as principal, the Client appoints INBOUND Services as the exclusive provider of the services listed in the applicable Quotation/Confirmation/Contract and authorises INBOUND Services to organise, procure and manage the programme components required for performance. INBOUND Services remains the sole contractual counterparty for the Deliverables. INBOUND Services will make payments to third-party service providers to the extent the Client has paid in accordance with the contract; otherwise, INBOUND Services may suspend performance under Art. 4(4) and/or apply the cancellation schedule under Art. 6. Client-requested changes follow Art. 8 (Modifications after Contract Formation). Where INBOUND Services acts as intermediary under Art. 1(4)(b), this paragraph does not apply.

Art. 4 Terms of Payment, Delay of Payment

(1) INBOUND Services shall invoice the Client the contractual remuneration. Invoice amounts are stated and payable in EUR unless specified otherwise. Payment shall be made in accordance with the due dates and any deposit/installment plan stated in the applicable Quotation/Confirmation/Contract and the invoice. All bank, processing and foreign-exchange charges are borne by the Client; amounts must be received by INBOUND Services net of such charges. If no due date is indicated in the invoice, the amount claimed shall be due for immediate payment.

Unless expressly stated otherwise, prices are exclusive of VAT and other applicable taxes. Where the German travel services margin scheme (Section 25 UStG) applies, the price is calculated under that scheme, and any VAT is included in the price and not shown separately. VAT/taxes will be charged, included or omitted in accordance with applicable law (including place-of-supply rules). If applicable VAT/tax rates or rules change between quotation/contract and invoicing or supply, the amounts will adjust accordingly.

(2) INBOUND Services shall be entitled to claim advance and/or part payment, in its own reasonable discretion, to be set off against the total price. To the extent INBOUND Services intends to subject service against full or partial advance payment only, it shall notify Client accordingly, prior to contracting.

(3) Dunning costs for late payment shall be billed at 5.00 EUR per collection letter. Client is at liberty to prove that to INBOUND Services did not incur any or minor loss.

(4) In the event advance payments, or the total respectively remaining amount is not paid by Client within the period agreed upon, INBOUND Services may refuse service and, after a reasonable grace period granted, withdraw from the contract in case the service was not yet provided. In such event, INBOUND Services shall invoice Client cancellation costs in accordance with art. 6.

(5) Taxes and Withholding (procedural). INBOUND Services is tax resident in Germany and has no place of business or permanent establishment outside Germany. For services performed in Germany, no foreign withholding tax is expected. The Client shall only withhold if legally required and, before doing so, shall apply any available treaty relief or reduced treaty rates. INBOUND Services will provide a German Certificate of Residence (and a statement confirming performance in Germany) upon request. If withholding is nevertheless made, the Client shall provide the official withholding tax certificate within 30 days of remittance.

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Art. 5 Amendment of Services, Adjustment of Price

(1) INBOUND Services is entitled to amend contracted services in case of serious reasons, which occur after contracting, and make such amendment inevitable. No amendments or deviations shall be admissible which substantially affect the overall character of performance – or are unacceptable for Client in consideration of mutual interests, or discriminatory under the principle of good faith. Warranty claims shall remain unaffected as far as such amended services are flawed with defects.

(2) In the event of price adjustments by its service providers after conclusion of the contract, INBOUND Services is entitled to adjust the price agreed upon, taking into account the interests of Client, if such adjustment is compelling to avoid a cut of profits, provided that the circumstances resulting in such increase did not occur prior to contracting, and were not foreseeable at that time by the INBOUND Services. To be valid, the notice of such increase must be given in writing, stating the relevant cost items, the time and allocation scheme of reference for such increase, and the respective calculation method.

(3) A price increase is admissible only in the event of increased costs, duties and taxes for services, and of exchange rates they were based on, and such claim has to be stated by the 20th day before the performance of services.

a) In case transportation costs as in effect at the time of contracting are increased – e.g. fuel cost – INBOUND Services may adjust the price.

b) In the event of an increase of taxes and duties in effect at the time of contracting, which are essential for, and included in, the agreed scope of services, INBOUND Services may increase the prorated amount accordingly.

c) In case of altered exchange rates after contracting, INBOUND Services may increase the total price by the amount the price of the service has increased for INBOUND Services.

(4) INBOUND Services shall inform Client immediately about the alterations contemplated in sec. 1 to 3. In the event of a substantial alteration of essential services, including the price, Client is entitled to withdraw from the contract free of charge. In case of changes in terms of sec. 1, Client is entitled to request a service of at least the same value, instead of a withdrawal, if INBOUND Services is able to offer such to Client without additional cost. Client must exercise such right toward INBOUND Services immediately upon receipt of the notification regarding the altered service.

(5) In the event that a service provider engaged by INBOUND Services becomes insolvent, is threatened with insolvency, or enters into any comparable financial distress during the contractual term, INBOUND Services shall be entitled to implement reasonable modifications to the service process and – where unavoidable – adjust the prices accordingly. INBOUND Services shall duly take into account the customer's legitimate interests when exercising this right. INBOUND Services shall inform the customer without undue delay of the occurrence of such circumstances and of the nature and extent of any modifications or price adjustments.

Furthermore, the customer acknowledges that any advance payments made to such service providers, which become part of the insolvency estate, may be irrevocably lost and cannot be reclaimed through INBOUND Services.

In such cases, the customer shall be entitled to withdraw from the contract free of charge within a reasonable period, provided that the modifications are not acceptable to the customer.

Art. 6 Withdrawal of Client before beginning of Service, Cancellation Costs

(1) Client may withdraw from the contract at any time prior to the execution of services. The withdrawal shall be declared toward INBOUND Services in writing.

(2) In the event Client withdraws prior to execution, or declines the acceptance of services, INBOUND Services is not entitled to claim the agreed remuneration. Instead, INBOUND Services may claim a reasonable compensation of provisions and expenses incurred so far – depending on the respective total price – unless Client is liable for such withdrawal, or the cause is an act of force majeure.

(3) INBOUND Services takes into account a lump-sum compensation claim, prorated in time – i.e. depending on the closeness of the time of withdrawal to the agreed beginning of services and the agreed price – with an allowance for saved expenses and a different use of services, as the case may be. The lump-sum cancellation rates and times may differ, depending on the service, and shall be notified to Client for each individual case in the Confirmation.

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(4) INBOUND Services reserves the right to claim a compensation higher than the above lump sum in specific cases, provided that INBOUND Services proves that it has incurred much higher expenses than covered by the applicable lump sum. In such instances, INBOUND Services is obligated to totalize and document such compensation, taking into account, if pertinent, any saved expenses and different use of services.

(5) In case of a partial cancellation, the Parties shall agree on a new price, in consideration of their mutual interests and opportunities. If such agreement cannot be reached, the cancellation is deemed as a total cancellation, and the cancellation fee pursuant to sec. 3 applied.

(6) The Client is at liberty to prove that the loss to INBOUND Services incurred by such cancellation was nil or substantially lower than the lump sums under sec. 3, as specified in the Confirmation.

Art. 7 Force Majeure

Neither Party shall be liable for any delay or failure in performance to the extent caused by events beyond its reasonable control that make it impossible for the affected Party to perform its obligations. The acts or occurrences that trigger the right of either party to terminate the contract under the terms of this section include, but are not limited to: acts of God, war, government regulation (including governmental advisories, quarantines and curfews), natural disaster, fire, strikes or other labor disputes, curtailment or disruption of transportation, civil disorder, terrorism and responses thereto, an act or occurrence creating a significant risk to the participants' health or safety (as determined by both parties), or affecting a party's performance.

The contract may be terminated without liability for any one of such reasons by written notice from one party to the other within ten (10) days from the act or occurrence of Force Majeure. If the project is scheduled for less than ten (10) days from the Force Majeure event, notice must be received in writing within twenty-four (24) hours from the act or occurrence of Force Majeure.

Should this Agreement be terminated according to the terms in this Section, INBOUND Services will return to Client any payments previously paid by Client to INBOUND Services, less all of the following amounts which INBOUND Services shall be entitled to retain: any non-recoverable and other out-of-pocket costs INBOUND Services has paid or is obligated to pay to INBOUND Services' vendors, suppliers and subcontractors, and any costs (including labor) for which INBOUND Services has otherwise incurred an obligation to pay, as of the time of the Force Majeure Termination, so long as such direct and/or indirect costs are supported by reasonable documentation. In addition, the work of INBOUND Services until the time of the Force Majeure and needed beyond will be charged. INBOUND Services can use flat-rate cancellation costs to offset all above mentioned costs.

Neither party shall additionally not be liable for delays due to causes beyond its reasonable control.

Art. 8 Alteration and Modification

Subsequent to the date of the Confirmation, it may be necessary for Client to make certain modifications to the Confirmation then in effect. Client will advise INBOUND Services of any modifications or corrections to the contracted services in writing. In such event, and upon receipt of Client's requested modifications, INBOUND Services agrees to use its best efforts to accommodate the requested modifications of Client. In the event INBOUND Services is able to accommodate such requested modifications, INBOUND Services will notify Client of the change in price and shall prepare a new Confirmation, which shall supersede the previous Confirmation then in effect. In the event INBOUND Services is unable to accommodate Client's requested modifications, or in the event Client does not approve the prices and terms set forth in the revised Confirmation, Client and INBOUND Services shall continue to remain obligated to perform their respective obligations pursuant to the previous Confirmation in effect.

Art. 9 Rescission in case of shortfall of minimum participants

In case of failure to reach a minimum number of participants, INBOUND Services creates a new Quotation/Confirmation/ Contract to the Client on the current number of participants or can withdraw from the contract, if the respective confirmation specifies a minimum number of participants. In this case INBOUND Services charges the cancellation costs of the customer according to Art. 6.

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Art. 10 Unclaimed Services

In case Client respectively his travelers do not make use of particular services properly quoted/confirmed/contracted for reasons, which are to be ascribed to Client or these participants, they have no claim for a compensation of the prorated price. INBOUND Services shall endeavor to compensate expenses saved at the service providers. However, such obligation shall not apply to insignificant services or is excluded because of regulatory provisions or orders from the authorities.

Art. 11 Termination Rights

(1) If the customer has been granted a free right of withdrawal, INBOUND Services can also withdraw from the contract free of charge within the set period without stating reasons.

(2) INBOUND Services may terminate the contract without notice in the event that individual participants seriously disturb the event despite a warning by INBOUND Services, or misbehave in such manner, which justifies an immediate rescission of the contract. In the event of a termination by INBOUND Services, INBOUND Services is still entitled to the payment of the price, to be set off against saved expenses and such benefits as obtained from a different use of unclaimed services, including any amounts credited by the service providers.

(3) Termination for Cause (mutual). Either Party may terminate the affected Confirmation/Individual Contract by written notice if the other Party commits a material breach and fails to cure within 30 days after receipt of written notice specifying the breach and the required cure. No cure period applies where the breach is incapable of cure. Termination may be limited to the affected parts of the Services.

(4) Effect of Termination. Upon any termination other than INBOUND Services' willful misconduct or fraud, the Client shall reimburse non-recoverable third-party commitments (including deposits, cancellation charges and other committed supplier costs) and pay for services performed to date and reasonable wind-down costs up to the effective date. Where the Client terminates for convenience, the cancellation schedule agreed in the Confirmation/Individual Contract applies.

Art. 12 Client's Obligations to notify and co-operate

(1) Client shall inform INBOUND Services if he did not receive the necessary documents within the period specified by INBOUND Services. Client is obligated to check on the accuracy and completeness of the travel documents received, in particular their compliance with the booking. Furthermore, Client is obligated to notify immediately INBOUND Services on discrepancies, lacking documents or other inconsistencies. In case Client is liable for non-compliance with this obligation, he shall bear co-liability for any loss thus incurred (art. 254 BGB – German Civil Code).

(2) It is incumbent on Client to notify INBOUND Services of any defects/deficiencies discovered. If he fails to do so by negligence, the price shall not be reduced. The notification of defects is not subject to a specific form but it is recommended it be made in writing. Such notification is unnecessary if fruitless for obvious or unacceptable for other reasons, or INBOUND Services must have been well aware of the defect anyway.

(3) Prior to the execution of services, Client shall be provided with an emergency phone number or other data for immediate contact with INBOUND Services. Client is obligated to forward the contact data to the responsible participants.

(4) Client shall inform participants on their obligation to pay themselves for any extra services at site not contained in the Confirmation of INBOUND Services, such as e.g. visitor's tax, other local levies, and costs of Pay-Tv, minibar or parking fees. INBOUND Services will not bear any of these costs.

(5) Furthermore, Client shall inform participants on guarantees by credit card or cash deposits local service providers may require to be made. INBOUND Services shall inform Client in due time of such requirements.

(6) It is incumbent on Client alone to notify his participants in due time on pertinent passport, visa and healthcare regulations, as well as any amendments thereof.

Art. 13 Exclusion of Claims, Statute of Limitation

(1) Claims based on deficient services shall be stated by Client toward INBOUND Services within one week following the scheduled rendering of such service.

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(2) The shorter statute of limitation shall not apply to claims for losses caused by gross negligence, and bodily harm.

Art. 14 Limited Liability

(1) By statute, INBOUND Services shall be liable for damage to life, the body and health resulting from intentional or reckless breach of duties by INBOUND Services, his statutory representatives or vicarious agents. INBOUND Services shall also be liable for damage not covered by sent. 1 but resulting from intentional or reckless breach of duties by INBOUND Services, his statutory representatives or vicarious agents, in line with the pertinent statutory regulations.

(2) INBOUND Services shall also be liable for losses caused by negligence to the extent they result from a violation of rights to be granted by Client in line with the content and purpose of the contract, and/or by a breach of duties required in the first place for the proper implementation of the contract, on which Client does, and may, normally rely (cardinal obligations). Liability for material damages and pecuniary losses hereunder is limited to the foreseeable loss typical for such contract.

(3) In other respects, liability for material damages and resulting pecuniary losses is limited to 1.000.000 Euros per occurrence, even in case of a breach of contractual obligations.

(4) The liability for personal damages is limited to 10.000.000 Euros per occurrence, even in case of a breach of material contractual obligations.

(5) The above limitations of liability shall apply accordingly in favor of the bodies' corporate, statutory representatives and other vicarious agents of INBOUND Services, but not for its vendors and subcontractors.

(6) In other respects, liability is excluded – unless mandatory by statute.

(7) High-Risk Activities and Alcohol. Where the programme includes activities with an inherently increased risk (such as sports, adventure or outdoor activities), INBOUND Services assumes no liability for accidents, injuries or damages caused by the participant's own conduct (including excessive alcohol consumption) or by third parties outside INBOUND Services' control. INBOUND Services remains liable in accordance with this Art. 14.

(8) Indemnity. Each Party shall indemnify and hold the other Party harmless from third-party claims to the extent such claims arise from the indemnifying Party's breach of contract or its willful misconduct or gross negligence. This shall not affect the limitations of liability under this Art. 14.

Art. 15 Data Protection

Each Party undertakes to comply with applicable data protection laws, in particular the EU General Data Protection Regulation (GDPR), and any other national or international privacy laws relevant to the processing of personal data under this Agreement. Where INBOUND Services processes personal data on behalf of the Client (e.g., attendee/guest data), INBOUND Services shall process only on documented instructions, keep such data confidential, implement appropriate technical and organizational measures, and delete or return the personal data at the end of the engagement except where retention is required by law.

Art. 16 Intellectual Property

(1) Pre-existing. INBOUND Services retains all rights in its pre-existing materials, tools, templates, methods and know-how. No transfer of ownership is implied.

(2) Licence to Deliverables. Upon full payment, the Client receives a non-exclusive, worldwide, fully-paid, non-transferable and non-sublicensable license to use the Deliverables solely for the internal purposes of the Project as defined in the applicable Quotation/Confirmation/Contract.

(3) Third-party materials & source files. Third-party materials remain subject to their respective licenses. INBOUND Services is not obliged to deliver working/source files, templates, tools or raw assets unless expressly agreed in writing.

(4) Broader rights. Any exclusivity, assignment or broader fields of use must be expressly agreed in the Quotation/Confirmation/Contract and may require an additional fee.

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Art. 17 Non-Solicitation of Vendors.

For a period of twelve (12) months after completion of the Services, Client shall not directly contract with any vendor or service provider introduced by INBOUND Services for the purpose of bypassing INBOUND Services. This shall not apply where Client had an existing contractual relationship with such vendor prior to INBOUND Services' involvement.

Art. 18 Sundry Provisions

- (1) Subject to individual agreements, these GTC and any project-specific Quotation/Confirmation/Contract between INBOUND Services and Client are governed by German law.
- (2) If Client is deemed a merchant within the meaning of the German Commercial Code (HGB), or a legal entity of public-law, or a special fund under public law, exclusive jurisdiction for all claims resulting from or related to this contract is agreed upon to be the domicile of INBOUND Services. The same shall apply to persons having no general place of jurisdiction in Germany, or having moved their domicile or usual abode abroad, after contracting, or persons of unknown domicile or usual abode at the time of suing.
- (3) Client shall be entitled to setoff only in the event his counter-claims are established by final judgement, or uncontested by INBOUND Services, or in close reciprocal connection with INBOUND Services' claim. Client is only entitled to exercise a right of retention if his counter-claim is based on the same contractual relationship.
- (4) Notices. Notices under these GTC and any project-specific Quotation/Confirmation/Contract must be given in writing (including by email) and are effective upon receipt (for email: upon receipt in the recipient's email system). The Parties' notice addresses are those stated in the Quotation/Confirmation/Contract header (as may be updated by written notice).
- (5) Client is not entitled to assign his claims against INBOUND Services hereunder without the consent of the latter.
- (6) Any invalidity of individual regulations hereof shall not result in the invalidity of the contract as a whole.

Hamburg, July 2025