

# Terms and Conditions of Industrielle Biotechnologie Bayern Netzwerk GmbH

As of January 2022

## § 1. General Provisions

- 1.1 These Terms and Conditions apply for services provided by Industrielle Biotechnologie Bayern Netzwerk GmbH (“IBB” or “We”) within the framework of all orders from entrepreneurs or academic institutions. Entrepreneurs are natural or legal persons or partnerships with legal capacity who, when concluding a legal transaction, act in accordance with their commercial or independent professional activity.
- 1.2 The company is located at Fürstenrieder Straße 279a, 81377 Munich, Germany, and registered with the Commercial Court Munich under VAT DE 260523575.
- 1.3 The services provided by IBB, and their compensation can be found in Annex I.
- 1.4 IBB reserves the right to amend these Terms and Conditions with regards to changed market, legal or other framework conditions with effect for the future. Amendments of the Terms and Conditions shall always apply to future contracts, whereby the current version of the Terms and Conditions shall be attached to and accepted by the contractual partner when concluding the contract.
- 1.5 General conditions conflicting or deviating from these Terms and Conditions, or individual agreements shall only be accepted if IBB has agreed to those conditions in writing.
- 1.6 In addition, these Terms and Conditions govern the use of our Website as well as the sale, purchase and use of event tickets or any other kind of access confirmation (“Ticket”) by any visitor of the Website (“You” or “Your”).
- 1.7 All participants of events or and meetings, organized by IBB, shall agree upon IBB’s [Code of Conduct on antitrust-related issues](#).

## § 2. Offers

- 2.1 IBB’s offers and estimates of costs shall only be binding if they are submitted in writing and expressly designated as binding. The price maintenance shall be valid for one month from the date of offer, unless expressly stated otherwise in the written offer.

## § 3. Conclusion and Duration of the Contract

- 3.1 A contract for services of IBB shall be concluded following a written offer by IBB upon receipt at IBB of the client’s written acceptance (Order Confirmation). This regulation shall also apply in the case of IBB’s (sub-)contracting within the frames of R&D-projects.
- 3.2 The duration of the contract shall be agreed upon individually within the respective contract.

#### **§ 4. Scope of Services**

Type and Scope of the services shall be stipulated individually within the contract.

#### **§ 5. Use of the Website**

5.1 The information published on the Website is given for the sole purpose of informing You of our activities regarding our services, company's expertise, and events. Any other use is expressly prohibited, especially any unlawful use or use that harms the interests of IBB and our partners, including but not limited to excessive or abusive use of the Website and its resources, or any abuse of security weaknesses.

5.2 If You purchase services on our Website, e.g., when purchasing a ticket, You might be expressly asked to accept these Terms and Conditions and their applicability.

#### **§ 6. Minutes of Meetings**

6.1 Service contracts closed with IBB usually require regular communication and (remote) verbal coordination with the client. IBB can create written protocols of such coordination meetings, especially regarding the amendment of service scopes, and transmit these minutes to the client immediately after the meeting.

6.2 If the client receives written minutes of meetings from IBB, these shall serve IBB as binding working documents and shall be regarded as a binding order confirmation for all orders placed, unless they are objected to in writing within three working days of receipt by the client.

6.3 The objection must take place in writing and shall provide constructive amendment proposals. In the case of an objection, an amicable agreement shall be reached. In the event of no amicable agreements, a mediator can be engaged.

#### **§ 7. Client's Obligations**

7.1 The client warrants that the data shared by him/her are accurate and complete. Amendments of respective data or information shall be communicated to IBB immediately in writing.

7.2 The client is obliged to provide all necessary cooperation services, required for the fulfillment of the contract, for IBB to provide its services according to its stipulated obligation. All cooperation services, to which the client agreed to complete on a time-bound basis, shall be provided by the stipulated date. Delays due to insufficient cooperation on the part of the client and any resulting financial or other losses shall be borne by the client.

#### **§ 8. Invoice Amount**

8.1 The remuneration for agreed services results from the contract, concluded by the order.

- 8.2 The invoice amounts are net in Euro, plus the respective applicable statutory VAT. An increasing VAT during the contract's term shall be borne by the client.
- 8.3 The prices do not include material and investment costs, costs for packaging, carriage, insurance as well as possible shipping costs or costs for third-party services. These costs shall be invoiced separately to the client unless expressly stated otherwise in the order. The same regulation shall apply for services not estimated by the contract which are demanded by the client as well as for additional expenditures resulting from unperformed or incorrect information by the client, or due to transport delays, for which IBB is not responsible, or due to preparatory work by third parties not meeting deadlines or professional standards, insofar as they are not IBB's vicarious agents.
- 8.4 The remuneration stated in the contract for the stipulated services shall apply subject to the provision that the underlying order data remain essentially unchanged. If the contractually agreed service causes 3.0% more costs than originally expected, these additional costs can be charged to the client after immediate notification without renegotiating the offer. If it is to be expected that 3.0% additional costs will be incurred during the service performance, the client shall be consulted immediately, and an amicable agreement shall be sought.

## **§ 9. Payment Terms**

- 9.1 The amount payable by the client depends on the contract agreement, taking into account the nature and duration of the order as well as the amount of the order, and is due either in advance, according to a stipulated scale or at the end of the contract term.
- 9.2 After invoicing by IBB, the respective amount shall be paid by the client within the deadline stipulated in the contract or, in the absence of such a stipulation, within 14 days and without deduction by bank transfer to the account specified by IBB, indicated either in the countersigned offer or in the individual order agreement.
- 9.3 The statutory default provisions shall apply.

## **§ 10. Termination of the Client**

- 10.1 The client shall be entitled to terminate the contract with due notice. The deadline for an ordinary notice of termination amounts to two months to the end of the month. Deviating regulations concerning an ordinary notice of termination of the client shall only be applicable if such deviating regulations have been expressly stipulated in writing.
- 10.2 The client shall have the right of extraordinary termination for good cause.
- 10.3 IBB shall have no claim for damages against the client, except in case of intentional or grossly negligent conduct of the client leading to the Client's termination of the contract.

## **§ 11. Termination of IBB**

11.1 IBB shall be entitled to terminate the contract with due notice. The deadline for an ordinary notice of termination amounts to two months to the end of the month. Deviating regulations concerning an ordinary notice of termination of IBB shall only be applicable if such deviating regulations have been expressly stipulated in writing.

11.2 IBB shall have the right of extraordinary termination of good cause. Such a good cause is given, particularly if

- a. a payment of a significant amount and within a reasonable period set by IBB was not made within the payment deadline stipulated in the contract,
- b. force majeure or other circumstances, for which IBB is not responsible, render the contract's fulfillment impossible; these events comprise the absence of the client's cooperation services despite a reasonable deadline,
- c. the contract was concluded based on deceptive or false information of essential facts, e.g., of the client or purpose, destroying the trusting relationship between the client and IBB,
- d. IBB has reasonable doubts that the contract's execution may jeopardize IBB's smooth business operations, its safety, or its public reputation, without this being attributable to IBB, and if IBB cannot reasonably be expected to continue the contract until the expiry of a notice period, taking into account all circumstances of the individual case and considering the interests of both parties.

11.3 The client shall have no claim for damages against IBB or its vicarious agents, except in the case of intentional or grossly negligent conduct on the part of IBB leading to IBB's termination.

## **§ 12. References and Advertisement**

12.1 IBB shall be entitled to indicate and use the services performed for the client and the client's characteristic as the client of these services

- a. as a reference and
- b. in the context of advertising and similar measures of IBB

without notifying the client in advance. The client shall be entitled to object in writing to one or any such use, insofar as it can demonstrate a justified interest in this respect, considering all circumstances of the individual case. An objection can be ensued any time following the contract's conclusion throughout the contract's term as well as afterwards and shall be examined immediately upon receipt by IBB, who, provided that the objection is justified, shall henceforth refrain from the objected use.

12.2 IBB shall have the rights to this provision without any claim to remuneration on the part of the client.

## **§ 13. Data Processing**

The client expressly declares his/her voluntary and at any time revocable consent to the storage and processing of all data required for the execution of the contract with the order confirmation. In addition, the client explicitly acknowledges the transfer of this

data to third parties for the purpose of the contract implementation only. For more information, We refer You to IBB's Privacy Policy.

## **§ 14. Events, Conferences and Fairs**

### 14.1 Disclaimer of Liability

- a. All information provided on IBB's website, also with regards to tickets, are published and maintained by IBB with reasonable accuracy and to the best of our knowledge. However, it may be possible that information are incomplete, not up-to-date or faulty. IBB is not responsible for obvious mistakes or errors of the offer and shall not be held liable for such mistakes or typos.
- b. Tickets may be subject to a limited availability; IBB shall not be held liable if tickets are sold out. We expressly refer to special conditions or limited offers. The price to be paid is the price indicated on the website at the time of purchase.

### 14.2 Purchase of Tickets on the Website

- a. Through the website, You can register with the event and purchase a ticket, which will be processed either directly by us or by one of our subcontractors. You will be asked to submit Your contact details that are required to place the order and receive a confirmation, possibly by e-mail. You agree and guarantee that You only indicate valid, correct, comprehensive and current information.
- b. For some events, We might offer discounts. However, please note that discount codes cannot be combined or applied retroactively.
- c. Submitting a binding order via the website is considered equivalent to an electronic signature. It is proof, that the order is complete and establishes a legally binding sales agreement which is subject to these terms and conditions. The sales agreement is saved by IBB. As soon as You placed Your order and its received by IBB, You will obtain the ordered tickets together with a detailed confirmation and the paid amounts to the e-mail address specified during the order process. You accept and agree that this order confirmation constitutes a permanent data carrier which displays the essential content of the sales agreement concluded between IBB and You.

### 14.3 Payment

Invoices are issued once the order has been placed. The respective amount is due following the invoicing by IBB at 14 days' sight after receipt of the invoice without deduction. Depending on the ticket system used, you have different options to pay the due amount. When paying by credit card, your card can be charged from the moment You place the order. Please note that the booking is only valid after receiving the full amount of the payment. Therefore, You are not allowed to attend the event or use any meeting tool/conference platform before payment of the full invoice amount is received.

The statutory default regulations apply.

### 14.4 Use of the Tickets and Participation in the Conference

- a. IBB can object the acceptance of participants, presenters, moderators, or exhibitors for events organized by IBB, including conferences and fairs. Transferring the ticket to a third party is subject to IBB's approval.
- b. IBB reserves the right to verify the buyer's identity at any given time. Access to the conference venue will only be granted to persons, holding a valid ticket.
- c. Without prior permission in writing of IBB, it is forbidden to bring to the conference venue professional photography, film or recording equipment. Entering the

conference venue implies Your agreement with all preventive and monitoring measures taken by IBB or the safety team of the event venue, including potential frisking and bag searches. Failing to comply with these measures will lead to refusal or withdrawal of the right of access.

- d. You accept that your approved images, interviews, and videos taken during the event are published and broadcasted on the radio, TV, in print media, books and online media without having any right to compensation.
- e. It might be possible, that We use online platforms for matchmaking or online presentation for IBB events. The use and the technical aspects of such online applications used for the event are governed by the platform(s) own terms and conditions. Please note that an event might be recorded. IBB has no influence on the providers' structure, organization of software applications or recording tools.
- f. An event's participants list will be published containing participants' company or institution, name and surname, title, and positions, if necessary. When registering, participants explicitly accept that their data are stored and transmitted for the purpose of their publication in the participants' list.

#### 14.5 Cancellation and Refunds

- a. Participants registered with an event organized by IBB Netzwerk GmbH can cancel their participation in writing. The following cancellation fees apply:
  - cancellation fees up to four weeks prior to the event amount to 25 % of the selected ticket price
  - cancellation fees up to and including 15 days prior to the event amount to 50 % of the selected ticket price
  - cancellation fees within the last 14 days prior to the event or in case of non-attendance amount to 100 % of the selected ticket price.
- b. Changes to the program are no reason for a full or partial refund of the conference ticket. Participants will be informed in due course, if the event's realization is impossible or unreasonable, for instance due to force majeure, disturbances at the event's location, speakers' inability to attend, or insufficient participant numbers two weeks prior to the event. Subject to these scenarios, the participation fee will be reimbursed. A claim to refund travel or accommodation costs and absenteeism is precluded unless such costs emerged due to IBB's intentional or reckless performance.

#### 14.6 Loss or Theft of Tickets

The loss or theft of the conference ticket is the liability of the buyer and is not subject to replacement or refund of IBB.

#### 14.7 Liability

- a. IBB can only be held liable for proven damages caused by its or its subcontractors' grave error or fraud. IBB is in no event liable for tickets which are not purchased on the Website or on the event location
- b. IBB assumes no responsibility in the case of events beyond its control. Under no circumstances shall IBB be liable for the interruption, discontinuation and/or cancellation of the event due to force majeure (e.g., exceptional meteorological circumstances, terrorist threat, illness, death, or absence of an announced speaker) or insufficient participant numbers two weeks prior to the event. We reserve the right to substitute announced speakers and take other required changes concerning the

event schedule to eliminate possible realization hurdles by preserving the event's character and by accommodating all concerned interests.

- c. IBB is not responsible and cannot be held liable for any shortcoming, not even when resulting from a grave error, negligence, or fraud in the services of third parties on which the Website or the provision of the event rely but which are beyond IBB's control (e.g., services provided by telecom providers or payment service providers).
- d. If a privatized coat check will be available for participants, IBB cannot be held liable for any cases of theft or damage to personal belongings.
- e. IBB shall not be liable for any personal injuries or accidents that may occur at the event venue.
- f. COVID-19: In view of the hygiene concept of the venue, the organizers will follow the health security rules, which are applicable on the days of the event. These will be communicated to participants ahead of the event. Non-compliance of the health security rules will result in loss of access to the event.

## **§ 15. Miscellaneous**

- 15.1 All agreements concluded between IBB and You require must be made in writing in order to become effective. Any amendment to this written form clause must also be made in writing. This regulation shall also apply to ancillary agreements, amendments or addenda that change the scope or content of the contractual services.
- 15.2 IBB is entitled to rely on subcontractors for the fulfilment of its obligations under these Terms. All rights and obligations with respect to IBB in the frame of these Terms can be transferred in whole or in part to a third party without Your agreement.
- 15.3 German Law is applicable. The place of jurisdiction is Munich.
- 15.4 If one or more provisions of these Terms are found to be invalid, illegal, or unenforceable, in whole or in part, the remainder of that provision and of these Terms shall remain in full force. If a provision is found to be invalid, the parties shall agree on a valid provision that comes as close as possible to the invalid provision. The same shall apply in the event of a regulatory gap.

## **§ 16. Contact Information**

Any questions, notices, or complaints regarding these Terms and Conditions, the website or tickets may be directed to us:

- By e-mail: [info@ibbnetzwerk-gmbh.com](mailto:info@ibbnetzwerk-gmbh.com)
- By post: IBB Netzwerk GmbH, Fürstenrieder Straße 279a, 4th floor, 81377 Munich, Germany

## Appendix I

### Services of Industrielle Biotechnologie Bayern Netzwerk GmbH

(„IBB“ or „We“)

IBB is a service enterprise for knowledge and technology transfer focusing on Industrial Biotechnology as well as Sustainable Economy. It is a commercially active company and financed primarily by **private contracts**. To a lesser extent, it also receives **public funding** by the Free State of Bavaria for managing the cluster Industrial Biotechnology.

#### I. Private Contracts

IBB's services within private contracts serve **directly, individually or on a company by company basis, the particular interests** of so-called “operative consortia” (such as innovation networks, individual project consortia with specific focus of activity as well as founder teams) or individual companies as well as academic institutes and organizations. Therefore, the services are – although given their same or similar task names – to be distinguished in no uncertain manner from IBB's *publicly* funded network and cluster services.

##### Examples of services by IBB:

- Organization and implementation of meetings of operative consortia (upon demand, regularly 1-2 times per year)
- SWOT-Analysis of a project consortium/project
- Research/scouting, contact and acquisition of additional companies, research institutes, other experts required for the projects/for a start-up as well as for stakeholders
- Moderating processes of coordination among consortium partners
- State of the Art, general market analysis relating to the respective consortium's focus of topic, research regarding intellectual property rights
- Coordination of the consortium's conceptual work, support with the creation of business plans or R&D project sketches and applications
- Submitting R&D sketches and applications for funding given appropriate funding tools and following up, if applicable
- Administrative management of an operative project consortium, controlling and review of interim reports, if applicable
- Support with the establishment of marketing concepts as well as with analysis and evaluation of potential competitors and barriers to market entry
- Coordination and implementation of topic-specific workshops and advanced training (“Qualification measurements”) for customers
- Coaching of founder teams
- Public Relation Activities and lobbying specific to the subject matter defined by the client/consortium
  - creating Corporate Designs (logo, flyer, etc.), web presence (website, password-protected login-area for consortium partners), providing information material
  - disseminating results and publishing products/processes through own presentations, placing consortium partners at conferences/fairs, press conferences,



writing and distributing press releases as well as articles for magazines and digital media in layman's terms

- putting into contact and meetings with political and economic decision-makers, e.g., at parliamentary events, individual meetings/workshops or factory tours

All above-mentioned services of IBB are fee-based as they do not belong to services provided by the publicly funded network management and are thus

- not of general public interest
- only serving individual market participants (.e.g., operative consortia, companies or science institutions, etc.)
- and/or exceeding the general provision of information within the scope of funded network activities.

#### Private Contracts (Service Agreements):

Therefore, for the above-mentioned services, private contracts (service agreements, DLV) shall be assigned to IBB by the market participants:

- for operative consortia, e.g., ZIM-innovation networks, that concluded a contract for the network management with IBB, the tasks are stipulated and exactly described by the BMWi (Ministry of Economic Affairs) for the time of the funding of the network partners.
- Partners belonging to a paying consortium/subnetwork may have company-specific needs and interests that go beyond the interests of the consortium/ subnetwork. If IBB is to perform tasks for this partner a private, bilateral contract must be concluded between the business partner and IBB must be concluded.
- Specifically, the supportive preparation of business plans or R&D project outlines and applications within ZIM innovation networks ends with the submission to the funding agency or to the project executing agency. In case of rejection, the partners decide on a new submission. Additional services, e.g., after the approval of an R&D project, are regulated by separate contractual agreements (as described in the next point).

#### Types of Service Agreements:

A business relationship with IBB can be established as follows:

- Remuneration for **selected services**, e.g., from a sustained, formerly funded (ZIM) innovation network solely through the partners' own funds.
- **Subcontract** within a funded or non-funded (R&D) project with specific tasks, for example, administrative management, stakeholder acquisition and/or public relations; the contract can be concluded with the entire consortium, with parts of it or with a consortium partner. The type and the amount of the financial remuneration for IBB's participation depends on the scope of the activities and the agreed intensity (hourly rate x hours worked) of this cooperation.
- Realization of IBB as a **partner** within an (R&D) project with specific tasks. As a rule, however, this option can only be taken if it is ensured that IBB does not have to contribute any of its own shares or that its total full costs and expenses including overhead costs are covered at least 100% in such a case.

- It is possible, if contractually agreed, that the **payment of a mediation or success remuneration** is due (one-time or staggered), which, however, may not be paid from subsidies. This applies, for example, to an approved funding application in which IBB was involved. The success fee is then calculated based on the number of hours invested. In the event of a successful mediation of a deal or an essential contact establishment, the mediation or success remuneration shall be principally calculated according to the acquired funding/the effected financing.
- **Participation in a spin-off/start-up** percentagewise.

Combinations of the above-mentioned options shall be possible.

IBB shall only provide general, publicly funded services to parties for whom it is not commercially active based on a contract.

The type and amount of IBB's remuneration must always be negotiated and contractually agreed upon before the work begins or is completed, for example through a preliminary contract. Such a preliminary contract is the "mandating" by the partners within an applied funded ZIM innovation network. Without a preliminary contract, IBB cannot and must not become active.

**In the case of private commission, market-based prices will be charged** if such a commission is not predefined by superior, binding regulations (e.g., of BMWi). IBB's current hourly rate will be stipulated in the order. The service's implementation will be carried out in close cooperation with the customer. IBB's General Terms and Conditions shall apply.

## II. Public Funding

IBB is funded by the Bavarian Ministry of Economic Affairs, Regional Development and Energy (BayStMWi). The basis for this funding is the so-called General Block Exemption Regulation (AGVO), in particular Article 27. The funding is provided by fixed-amount financing. **IBB may only use the subsidies to carry out tasks serving the general public interest.** These interests include advancing the Bavarian economy towards a sustainable economy, with a focus on supporting, promoting, and introducing industrial biotechnology into as many sectors of the economy as possible.

Funding based on AGVO Art. 27, may only receive subsidies amounting to 50 % of the expenses under state aid law.

IBB's publicly funded activities include:

- Establishing and expanding of the IBB network/cluster; international networking, e.g. via attending specialist conferences, trade fairs, etc. and through cooperation with related networks/clusters/organizations.
- Network/cluster maintenance via internal meetings for the entire network/cluster IBB as well as information procurement, preparation, and dissemination to the entire network/Cluster IBB.
- Imparting of technology transfer. The IBB represents a first point of contact for interested parties with R&D project ideas. It provides neutral and general information, e.g., on relevant funding and financing opportunities; these are also publicly accessible on the IBB website. The IBB acts in a supportive manner in the establishment of

companies. Finally, it assists all potential start-up teams in the field of industrial biotechnology/sustainable economy with the preliminary considerations or conception of the spin-off/start-up (pre-foundation phase) by providing neutral, general information on financing and aid options to prepare the business plan.

- Communication measures for the public and politics, e.g., by preparing and disseminating information through digital media, by (re)presenting the Bavarian industrial biotechnology at conferences, trade fairs and in the press, and by promoting the dialogue between politics and industry.

IBB's tasks and duties for public funding (grants) and for public orders are regulated and stipulated by the respective funding notice or the respective order description.

### **III. IBB's Financial Relationship with "Förderverein Industrielle Biotechnologie Bayern e.V.":**

The „Förderverein Industrielle Biotechnologie Bayern e.V.“ (the association) is the founder and sole shareholder of IBB. The association has several members depositing a respective annual fee into the association's account. From this account, all costs of the association will be paid.

According to an agreement between the association's board members and IBB's managing director, certain defined portions of the annual membership fee can be deposited upon request to IBB as "other additional payments" within the meaning of Section 272 (2) no. 4 of the German Commercial Code (HGB). These amounts are therefore not fees in the sense of proceeds for a specific service but are treated as "capital reserves" (additional payments that shareholders make into equity).

IBB can only request this additional payment if it requires the payment to cover its own expenses. Since 2014, IBB has neither requested an additional payment, nor has it received any.

In principle, the association can assign IBB with a larger and special task within the scope of the association's purpose. In this case, the assignment must be made contractually; it leads to invoicing including VAT to the association on the part of IBB. This income would be "own funds", this would be treated as revenue in the annual balance sheet and - in case of net profit - would be taxed.