

Partner Offer & Booking Form for ARC 2022



25. & 26. October 2022 Hotel Abion Spreebogen, Berlin + hybrid online

We are a partner of the ARC 2022 Conference (please tick here)

Our quoted prices are net prices plus statutory VAT.

Platin Partner **13.000 €** **11.000 € Offer price until 10 August 2022**

- placement of one client speech (30 min. speech + 10 min. questions & answers, topics to be arranged with Executive Insights)
- moderation of a round table or working group with 60 min discussion
- 3 company representatives
- 1 Meeting Point with Roll Ups (max. 6 m²)

Gold Partner **10.000 €** **8.500 € Offer price until 10 August 2022**

- placement of one client speech (30 min. speech + 10 min. questions & answers, topics to be arranged with Executive Insights)
- 3 company representatives
- 1 Meeting Point with Roll Ups (max. 6 m²)

Silver Partner **9.000 €** **7.500 € Offer price until 10 August 2022**

- moderation of a round table or working group with 60 min. discussion, with 5 min. intro + 5 min. presentation of results in front of entire auditorium (topics to be arranged with Executive Insights)
- 2 company representatives
- 1 Meeting Point with Roll Ups (max. 6 m²)

Speaker Partner **8.000 €** **6.500 € Offer price until 10 August 2022**

- placement of one client speech (30 min. speech + 10 min. questions & answers, topics to be arranged with Executive Insights)
- 2 company representatives

Round Table **6.000 €** **4.500 € Offer price until 10 August 2022**

- moderation of a round table or working group with 60 min. discussion, with 5 min. intro + 5 min. presentation of results in front of entire auditorium (topics to be arranged with Executive Insights)
- 1 company representative

Petcha Kutcha **5.000 €** **4.000 € Offer price until 10 August 2022**

- short presentation 20 slides, 20 sec of company/ services/ product in front of entire auditorium
- 1 company representative

Provider Ticket Präsenz 3.500 € **Provider Ticket Online 2.500 €**

- Logobranding (see all packages include)
- 1 company representatives

Information about the Executive Insights Partner

Company

Contact person for further organization
(name, phone-no, email adress)

Invoice recipient/
Invoice address

All packages include:

By booking the attached General Terms & Conditions of Executive Insights GmbH & Co. KG are accepted.

- company logo (on invitation agenda, in conference room)
- company profile + logo on the event website
- content of lectures and workshops available as downloads
- 1 page company profile on the online event platform
- contact details of all delegates
- attendance of dinner on first day of conference
- breaks with coffee and snacks

Date

signature

Please send via email to ingo.kleiser@executive-insights.com

Organizer Executive Insights GmbH & Co. KG
Josef-Orlopp-Str. 89 - 91 | 10365 Berlin

contact person

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SPONSORSHIP TERMS AND CONDITIONS

§1 Scope

1. All Services provided by Executive Insights GmbH & Co. KG – hereinafter referred to as Executive Insights – shall exclusively be based on these General Terms and Conditions, as valid from time to time.
2. Any deviating terms and conditions of the sponsor not expressly approved in writing shall not be binding for Executive Insights, even if in the individual case no objections are expressly made against such other terms and conditions.

§ 2 Subject, Performance

1. The scope and subject matter of the Services provided by Executive Insights shall be determined on an individual Booking Form. Subject to any other express agreements by the Parties Executive Insights' obligations shall be limited to the provision of the Services agreed on such Booking Forms.
2. The Contract is deemed concluded upon the Sponsor's signing and sending of the Booking Form to Executive Insights. Executive Insights shall confirm such conclusion of contract by e-mail.
3. Executive Insights may instruct sub-contractors with the provision of their Services. Executive Insights shall be responsible for the choice of employees in charge of the Services. This includes the right of Executive Insights to exchange, during a project, individual employees or the entire project team, however, each time, in consideration of the Sponsor's legitimate interests.
4. The transfer of the Sponsor's rights under the Contract shall require the prior written approval of Executive Insights; the provisions of Section 354a German Commercial Code (HGB) shall remain unaffected.

§ 3 Amendments

1. If the Sponsor wishes to make any amendments after the conclusion of the Contract, in particular with respect to the scope and subject matter of the Services, Executive Insights shall, to a reasonable extent, provide for such amendments. If, however, the request for amendments has major impacts on the contractual basis, especially on the effort and/or the time schedule, Executive Insights shall be entitled to accept such contract amendments only upon reasonable modification of the contract terms, in particular upon an increase of the fees and an adjustment of the performance periods. Unless and as long as the Parties fail to reach an agreement, Executive Insights shall continue with the provision of their Services in accordance with the Contract and these Terms and Conditions.
2. Any amendments of and supplements to the Booking Form and the subject matter of the contractual obligations contained in the Booking Form, shall pursuant to Section 12 hereof be made in writing to become effective. This written form requirement shall be deemed to be adhered to if any oral agreements noted by the Sponsor on the Booking Form are confirmed in writing by Executive Insights within a period of two weeks, and if the Sponsor does not immediately object.

§ 4 Sponsor's Duty to cooperate

1. The Sponsor shall establish the conditions necessary for the proper implementation of the Contract and shall, in particular, in due time submit to Executive Insights all relevant data and documents and provide all necessary information Executive Insights may need for the provision of their Services.
2. The Sponsor shall be responsible for the correctness and completeness of the documents provided and the information given by it in writing or orally. Executive Insights shall only be responsible for a plausibility check of the data received from the Sponsor or from any third parties.
3. Any modifications of the event locations (exhibition stands, lectures, round table or working group moderations) by the Sponsor in connection with its sponsorship activities shall require Executive Insights' prior written approval. The costs for repair work, if any, shall be borne by the Sponsor. Any such measures shall only be carried out after consultation with Executive Insights.

§ 5 Fees, Payment

1. The fees for the Services provided by Executive Insights shall be subject to the provisions of the individual Contract. All prices shall be plus statutory VAT.
2. The Sponsor shall pay in advance, as the provision of the basic Services for the Event by Executive Insights will have to be made prior to the beginning of the Event.
3. Any additional costs incurred with any further Services shall be invoiced in due course after the Event.
4. Any set-offs by the Sponsor may only be made against and disputed and legally established claims.
5. Term of payment is 14 days from receipt of invoice.

§ 6 Confidentiality

1. Any personal data required for the provision of the Services shall be recorded in accordance with the General Data Protection Regulation (EU) (GDPR) and shall be treated as strictly confidential. Executive Insights may for the purposes of their Services collect, store, process and use such personal data obtained in connection with the Contract either themselves or through third parties.
2. Executive Insights shall have the irrevocable and permanent right to use any of the images and/or sound recordings made by themselves or by any third parties during an Executive Insights Event for advertising and public relations purposes. If a participant wishes to be made unrecognisable (pixelated), Executive Insights shall be informed thereof no later than two weeks after the image or sound recording has become known to the participant. An image or sound recording shall be deemed to have become known to the Sponsor upon the sending of documents to him/her containing the image to be pixelated.

§ 7 Mutual Fiduciary Duties

1. The Parties shall have fiduciary duties toward each other. Each of the Parties shall immediately inform the other Party of any incidents occurring during the term of the Contract which might affect its implementation.
2. Neither of the Parties shall within a waiting period of twelve months after the expiration of the Contract employ or otherwise engage any employees or former employees who act or have acted in connection with Executive Insights' activities.
3. Moreover, neither of the Parties shall actively entice away any of the employees of the other Party who are involved with the performance of the Contract. If the Sponsor finds out that any of the employees appointed by Executive Insights in the context of the Contract intends to terminate his/her employment, the Sponsor shall forthwith inform Executive Insights thereof.

§ 8 Liability

1. Subject to any other provisions hereunder Executive Insights shall be liable for damages due to any violations of contractual or non-contractual obligations based on wilful or grossly negligent acts by their legal representatives, officers and vicarious agents. Speakers shall not be considered as vicarious agents of Executive Insights. They shall be free to present contents, and their lectures shall not be attributed to Executive Insights.
2. If the Sponsor is a merchant defined by commercial law, a body corporate under public law or a public separate estate, all contractual claims which are not subject to para. 8.1, above, shall become statute-barred twelve months after they arose.
3. Accordingly, any liability shall in case of wilful acts or gross negligence on the part of vicarious agents as well as in any case of slight negligence be restricted to the amount of loss foreseeable and typical for the type of contract. Furthermore, the total amount of liability for each single claim shall be restricted to 30 % of the total net fee volume.
4. Executive Insights shall not be liable for any damage due to force majeure, riots, war, acts of God or any other incident not caused by Executive Insights (such as strike, lock-out, interruption of operations or official orders, at home or abroad) and which is not based on intentionally caused technical breakdowns (IT-system, power supply). Acts of force majeure shall also include computer viruses or intentional assaults on system security, provided, however, that appropriate protection measures had been taken. In case that it is not possible to hold an event on site, e.g. due to restrictions caused by a pandemic, official orders, terrorist threat, strikes, natural disasters or similar serious events, the event will be held online. Further claims, in particular for damages, cannot be asserted as a result of the cancellation or postponement of the holding of online events. In particular, costs In particular, Executive Insights will not reimburse any costs incurred as a result of the cancellation, postponement or online execution of the event (for example, any cancellation or booking fees to be paid for means of transport booked by the client or accommodation costs, etc.).

§ 9 Rights to Results of Work

All lectures and documents pertaining to the Event shall be protected by copy right. The Sponsor may not publish, copy or distribute such lectures or documents without the express prior approval of Executive Insights.

§ 10 Duration, Termination

1. The duration and time schedule with respect to the Services to be rendered by Executive Insights are subject to the individual Contract.
2. In case of withdrawal on part of the Sponsor, notice of which is received by the GmbH four weeks prior to the beginning of the booked Event, Executive Insights shall retain an amount of 85 % plus VAT. If such withdrawal is made within the last four weeks preceding the Event, the Sponsor shall not be entitled to reimbursement. In case of a termination by the Sponsor any discounts granted to the Sponsor for multiple bookings shall be forfeited.
3. If the Sponsor fails to make any payments when due, Executive Insights shall be entitled to withdraw from the Contract and invoice to the Sponsor all costs accrued until the day of such withdrawal.
4. Executive Insights may until up to two weeks prior to the beginning of an event cancel such event for commercial or organisational reasons and fix a new date. Such new date may be at any time until the end of the following calendar year. The Sponsor shall be deemed to be booked for the newly scheduled event unless the Sponsor declares in writing within two weeks after the date of Executive Insights' notice of the rebooking that a participation is impossible due to mandatory and important reasons. In such case Executive Insights shall rebook the Sponsor for a new date within the period until the end of the following calendar year. If the Sponsor is again not able to attend the Event at such date for the above-mentioned reasons, Executive Insights shall refund the fees, less a certain handling fee covering the costs incurred with the rebooking. Any further claims by the Sponsor shall be excluded.

§ 11 Governing Law

1. The contractual relationship between Executive Insights and the Sponsor shall exclusively be governed by German law.
2. If the Sponsor is a merchant defined by commercial law, a body corporate under public law or a public separate estate, place of jurisdiction for all claims from the Contract is the registered office of Executive Insights in Berlin. The right of Executive Insights to sue the Sponsor at its general place of jurisdiction shall remain unaffected.

§ 12 Final Provisions

Amendments of and supplements to the Contract shall be made in writing to become effective; this shall also apply to this written form requirement.