

Aurora Events Terms and Conditions – March 2025

1 Definitions and Interpretation

1.1 In these Conditions the following terms have the following meanings:

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity.

"Bribery Laws" means the relevant provisions of the German Penal Code (Strafgesetzbuch) and/or all other applicable legislation, regulations and codes in relation to bribery or corruption.

"Business Day" means a day other than a Saturday, Sunday or bank or public holiday.

"Conditions" means the Supplier's terms and conditions of sale set out in this document.

"Confidential Information" means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by the Customer in performing its obligations under, or otherwise pursuant to the Contract.

"Contract" means these Conditions and the Registration pertaining to the sale and purchase of the Services, and, to the extent applicable, the Sponsorship Agreement and the Aurora Sponsorship Terms and Conditions.

"Controller" shall have the meaning given in applicable Data Protection Laws from time to time.

"Customer" means the person who purchases the Services from the Supplier and/or such person's representatives attending the Event, and whose details are set out in the Registration.

"Data Protection Laws" means, as binding on either party or the Services:

- (a) the GDPR;
- (b) the Federal Data Protection Act (Bundesdatenschutzgesetz or "BDSG");
- (c) any laws which implement any such laws; and
- (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

"Data Subject" means any person to whom Personal Data relates.

"Event" means the event, the details of which are set out on the Supplier's website or Event website.

"Force Majeure" means an event or sequence of events beyond any party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster; COVID-19 and any other public health emergencies, epidemics or pandemics; war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract; strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay.

"GDPR" means the General Data Protection Regulation, Regulation (EU) 2016/679.

"Intellectual Property Rights" means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information,

rights to sue for passing off, domain names and all similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future;
- (e) to which the relevant party is or may be entitled; and
- (f) in whichever part of the world existing.

"International Organisation" has the meaning given in the applicable Data Protection Laws from time to time.

"Location" means the address for performance of the Services as set out on the Supplier's website at the time of the Registration.

"Personal Data Breach" has the meaning given in the applicable Data Protection Laws from time to time.

"Price" has the meaning given in clause 3.1.

"Processing" has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including **process**, **processed**, **processing**, and **processes** shall be construed accordingly).

"Processor" has the meaning given to it in applicable Data Protection Laws from time to time.

"Personal Data" means any data related to an identified or identifiable natural person received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under the Contract, provided, however, that if an applicable law has a different definition of Personal Data (or a similar term referring to information relating to an individual), such definition shall be applied to the extent applicable.

"Registration" means the Customer's registration placed on the Supplier's website or Event website for the Services (or in hard paper copy if applicable).

"Services" means the services set out in the Registration and to be supplied by the Supplier to the Customer.

"Specification" means the description or specification of the Services available online at the time of the Registration.

"Sub-Processor" means any agent, subcontractor or other third party (excluding its employees) engaged by the Supplier for carrying out any processing activities on behalf of the Customer in respect of the Personal Data.

"Supplier" means Aurora Energy Research GmbH, a company registered in Germany, with registered number HRB 179197B and registered office at Kottbusser Damm 25/26, 10967 Berlin, Germany.

"Supplier Personnel" all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time.

"VAT" means sales, value-added or similar tax applying to the sale of the Services.

1.2 In these Conditions, unless the context otherwise requires:

- 1.2.1 a reference to the Contract includes these Conditions, the Registration, and, to the extent applicable, the Sponsorship Agreement and the Aurora Sponsorship Terms and Conditions, and their respective schedules, appendices and annexes (if any);

1.2.2	any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;	(ii) 1.9% of the Price, plus €0.25 for premium European economic area cards;
1.2.3	a reference to a 'party' means either the Supplier or the Customer and includes that party's personal representatives, successors and permitted assigns;	(iii) 2.5% of the Price, plus €0.25 for UK cards + 2% if currency conversion is required; or
1.2.4	a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;	(iv) 3.25% of the Price plus €0.25 for international cards + 2% if currency conversion is required.
1.2.5	a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;	3.2.2 VAT for which the Customer shall be responsible.
1.2.6	a reference to a gender includes each other gender;	3.3 The provisions of clause 3 shall not apply if the Event is free of charge.
1.2.7	words in the singular include the plural and vice versa;	4 Registration and Payment
1.2.8	any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words; and	4.1 All Registrations are subject to availability and will be accepted by the Supplier and the rights and responsibilities in respect of cancellation will apply from the date a booking is made. When making a booking, the Customer agrees to pay the necessary fees in respect of the Services under this Contract.
1.2.9	a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form.	4.2 In the event that the Customer has paid by credit or debit card, payment shall be taken in full immediately and the Supplier shall provide a receipt for payment of the Services. Alternatively, the Customer may opt to register via a valid purchase order whereby the Customer agrees to timely issue a purchase order and agrees to pay in full without deduction or set-off, within 14 days of the date of invoice.
2 Application of these Conditions		4.3 For the avoidance of doubt, if the date of the Event is four weeks or less from the date of purchase, the Customer must pay by credit card. Payment by invoice will not be permitted.
2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer.		4.4 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:
2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, Registration, confirmation of Registration, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.		4.4.1 the Supplier may, without limiting its other rights, charge interest on any overdue sum in accordance with Section 288 of the German Civil Code (Bürgerliches Gesetzbuch) from time to time in force, and
2.3 No variation of these Conditions or to a Registration or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Customer.		4.4.2 interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.
2.4 Each Registration by the Customer to the Supplier shall be an offer to purchase the Services subject to these Conditions.		4.5 Cancellation and Non-Attendance Policy
2.5 The Supplier may accept or reject a Registration at its discretion. A Registration shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of:		4.5.1 Registrations cancelled more than 8 weeks before the Event will be refunded 80% of the Price paid by the Customer.
2.5.1 the Supplier's written acceptance of the Registration; or		4.5.2 Registrations cancelled between 8 weeks and 4 weeks before the Event will be refunded 50% of the Price paid by the Customer.
2.5.2 the Supplier delivering or performing the Services.		4.5.3 Registrations cancelled less than 4 weeks before the event or failure to attend will not be refunded.
2.6 Rejection by the Supplier of a Registration, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.		4.5.4 Cancellation notifications must be sent to events@auroraer.com for refunds to be eligible.
2.7 Marketing and other promotional materials relating to the Services are illustrative only and do not form part of the Contract.		4.5.5 Refunds will be processed in the following ways: For payments received by credit or debit cards, the same credit/debit card will be refunded, not including the transaction fee. For all other payments, a bank transfer will be made to the payee nominated account and all bank charges will be directly deducted from the refund.
3 Price		4.5.6 <u>For tickets transferred from a previous event</u>
3.1 The price for the Services shall be as stated in the Registration.		If the Customer's ticket has been transferred from a previous event and the Customer cannot attend on the new date, the ticket can be transferred to a colleague of the Customer from the same company. For more information, please get in touch with events@auroraer.com .
3.2 The Prices are exclusive of:		
3.2.1 A transaction fee on credit card transactions of:		
(i) 1.5% of the Price, €0.25 for standard European economic area cards;		

4.6	The provisions of clause 4, insofar as they relate to the payment and refund of fees, shall not apply if the Event is free of charge.	8.4.6	loss of opportunity;
5	Delivery and Performance	8.4.7	loss of savings, discount or rebate (whether actual or anticipated); and
5.1	The Services shall be performed by the Supplier at the Location on the date(s) specified in the Registration. The Services shall be deemed delivered by the Supplier on completion of the performance of the Services at the Location.	8.4.8	harm to reputation or loss of goodwill.
5.2	The Supplier shall not be liable for any delay in or failure of performance caused by Force Majeure.	8.5	The limitations of liability set out in clauses 8.2 to 8.4 shall not apply in respect of any indemnities given by either party under the Contract.
6	Anti-Bribery	8.6	Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
6.1	For the purposes of this clause 6 the expressions “adequate procedures” and “associated with” shall be construed in accordance with applicable Bribery Laws.	8.6.1	injury to life, limb and health;
6.2	Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and will use all reasonable endeavours to ensure that:	8.6.2	fraud or fraudulent misrepresentation; and
6.2.1	all of that party's personnel;	8.6.3	any other losses which cannot be excluded or limited by applicable law;
6.2.2	all others associated with that party;	9	Confidentiality and Announcements
6.2.3	all of that party's subcontractors; and	9.1	The Customer shall keep confidential all Confidential Information of the Supplier and of any Affiliate of the Supplier. The provisions of this clause shall not apply to:
	involved in performing the Contract so comply.	9.1.1	any information which was in the public domain at the date of the Contract;
6.3	Without limitation to clause 6.2, neither party shall make or receive any bribe (as defined in applicable Bribery Laws) or other improper payment, or allow any such to be made or received on its behalf, either in Germany or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.	9.1.2	any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
6.4	Each party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements in this clause 6.	9.1.3	any information which is independently developed by the Customer without using information supplied by the Supplier or by any Affiliate of the Supplier; or
7	Indemnity and Insurance	9.1.4	any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
7.1	The Customer shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.		except that the provisions of clauses 9.1.1 to 9.1.3 shall not apply to information to which clause 9.5 relates.
8	Limitation of Liability	9.2	This clause shall remain in force for a period of two (2) years from the date of the Contract.
8.1	The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 8.	9.3	The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.
8.2	Subject to clauses 8.5 and 8.6, the Supplier's total liability shall not exceed any sums paid by the Customer to the Supplier in respect of the Services for that calendar year.	9.4	Aurora shall not be liable to the extent that the Customer or any third party shares any Confidential Information or material non-public information belonging to the Customer or any third party at or after the Event.
8.3	Subject to clauses 8.5 and 8.6, the Supplier shall not be liable for consequential, indirect or special losses.	9.5	To the extent any Confidential Information is Personal Data such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any provisions of clause 10.
8.4	Subject to clauses 8.5 and 8.6, the Supplier shall not be liable for any of the following (whether direct or indirect):	10	Processing of Personal Data
8.4.1	loss of profit;	10.1	The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Personal Data. The Customer shall ensure all instructions given by it to the Supplier in respect of Personal Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws.
8.4.2	loss or corruption of data;	10.2	The Supplier shall process Personal Data in compliance with the obligations placed on it under Data Protection Laws, the terms of the Contract and the Supplier's Privacy Notice, available on its website (LINK).
8.4.3	loss of use;	10.3	The Supplier shall:
8.4.4	loss of production;	10.3.1	only process (and shall ensure Supplier Personnel only process) the Personal Data in accordance with
8.4.5	loss of contract;		

	the Contract (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and	11.	Cancellation of the Event by Supplier
10.3.2	if the Supplier believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.	11.1	The Supplier reserves the right, at its sole discretion, to cancel the Event for any reason, including, but not limited to, circumstances beyond the Supplier's reasonable control, safety concerns, venue unavailability, or insufficient participation levels. In the event of cancellation, the Supplier will provide written notice to the Client as soon as practicable.
10.4	The Supplier shall:	11.2	In case of cancellation of paid Event, the Customer's ticket will automatically be transferred for the next edition of the Event. Alternatively, the Customer may request a refund of their ticket by written notice to the Supplier. In the case of paid Events, the Supplier reserves the right to charge an administrative fee in order to process the ticket refund and such refund will only be processed if requested by the Customer within 4 weeks from the date on which the Supplier notifies the Customer that the Event is cancelled.
10.4.1	not permit any processing of Personal Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Personal Data) without the prior written authorisation of the Customer;	12	Force Majeure
10.4.2	prior to the relevant Sub-Processor carrying out any processing activities in respect of the Personal Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 10 that is enforceable by the Supplier and ensure each such Sub-Processor complies with all such obligations;	12.1	A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
10.4.3	remain fully liable to the Customer under the Contract for all the acts and omissions of each Sub-Processor as if they were its own; and	12.1.1	promptly notifies the other of the Force Majeure event and its expected duration; and
10.4.4	ensure that all persons authorised by the Supplier or any Sub-Processor to process Personal Data are subject to a binding written contractual obligation to keep the Personal Data confidential.	12.1.2	uses best endeavours to minimise the effects of that event.
10.5	The Supplier shall (at the Customer's cost):	12.2	If, due to Force Majeure, a party:
10.5.1	assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to the Supplier; and	12.2.1	is or shall be unable to perform a material obligation; or
10.5.2	taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Personal Data.	12.2.2	is delayed in or prevented from performing its obligations for a continuous period exceeding 15 business days
10.6	The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Personal Data in or to countries outside the EEA or to any International Organisation without the prior written consent of the Customer.		the other party may, within 30 days, terminate the Contract on immediate notice. The Supplier shall have a discretion to refund the Customer in the event that the Supplier has had to terminate the Contract due to Force Majeure.
10.7	The Supplier shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate the Supplier's compliance with the obligations placed on it under this clause 10 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any 12 month period under this clause 10.7).	13	Termination
10.8	The Personal Data of the Customer shall be retained and deleted in accordance with the data retention policy of the Supplier.	13.1	The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if:
		13.1.1	the Customer commits a material breach of the Contract and such breach is not remediable;
		13.1.2	the Customer commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;
		13.1.3	the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after the Supplier has given notification that the payment is overdue;
		13.1.4	any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled;
		13.1.5	the Customer stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so; or
		13.1.6	the Client goes into liquidation whether compulsory or voluntary or is declared insolvent or if an administrator or receiver is appointed over the whole or any part of that the other party's assets or if the Client enters into any arrangement for the benefit of or compounds with its creditors generally or ceases to carry on business or threatens to do any of these things or suffers any analogous event in any jurisdiction.

13.2 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this clause 13, it shall immediately notify the Supplier in writing.

13.3 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

14 COVID-19 and Pandemics

14.1 Both the Supplier and the Customer agree to comply with any official government guidance in relation to any pandemic (including COVID-19). It is the Customer's responsibility to ensure that they are in compliance with any official government guidance that applies to them, including not travelling to or attending the Event if:

14.1.1 they have been tested positive for COVID 19 or experience any COVID 19 symptoms such as: a high temperature, a new, continuous cough and/or a loss or change to their sense of smell or taste;

14.1.2 they have been in contact with someone who has symptoms o, or tested positive for, COVID 19;

14.1.3 they are required by any official government rules to quarantine; or

14.1.4 they are residing in an area with a 'local lockdown' in force.

14.2 The Customer agrees to comply with any measures which the Supplier and the Supplier Personnel might communicate to ensure the safety of the Event's attendees. Such measures may include (without limitation):

14.2.1 imposing maximum attendee numbers at the Event or any part of the Event;

14.2.2 limiting food or drink availability, or changing the means by which either are served; and

14.2.3 imposing specific requirements regarding personal protective equipment such as the wearing of masks, or specific safety measures such as the use of sanitiser or distancing procedures or demonstrating the proof of a full course of vaccination against COVID-19 or of a negative result based on a COVID-19 test.

14.3 If the Supplier is obliged to cancel, postpone or virtualise the Event due to government restrictions, or decides to do so due to their own safety concerns, the Supplier will notify the Customer in writing. The Customer's ticket will automatically be transferred for the next edition of the Event. Alternatively, the Customer may request a return or full refund of their ticket by written notice to the Supplier. In the case of paid Events, the Supplier reserves the right to charge an administrative fee in order to process the ticket refund and such refund will only be processed if requested by the Customer within 4 weeks from the date on which the Supplier notifies the Customer that the Event is cancelled.

14.4 The Customer must notify the Supplier promptly if they are unable to attend the Event due to their compliance with applicable official government guidelines. The Customer's ticket will automatically be transferred for the next edition of the Event. Alternatively, the Customer may request a return or full refund of their ticket by written notice to the Supplier. In the case of paid Events, the Supplier reserves the right to charge an administrative fee in order to process the ticket refund and such refund will only be processed if requested by the Customer within 4 weeks from the date of the Event. For the avoidance of doubt, if the Customer is not able or chooses not to attend the Event for any other reason, then Clause 4.5 (Cancellation and Non-Attendance Policy) applies.

14.5 The Supplier will follow the any applicable government guidance, including using a COVID-19 secure venue and producing a

COVID-19 secure risk assessment. The Supplier will work with the relevant venue and other suppliers to ensure all the necessary safety measures are taken. However, the Supplier is not responsible for any health problems any Customer might experience during and after the Event.

15 Notices

15.1 Any notice or other communication given by a party under these Conditions shall:

15.1.2 be in writing and in English;

15.1.3 be signed by, or on behalf of, the party giving it (except for notices sent by email); and

15.1.4 be sent to the relevant party at the address set out in the Contract.

15.2 Notices may be given, and are deemed received:

15.2.1 by hand: on receipt of a signature at the time of delivery;

15.2.2 by fax: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission; or

15.2.3 by email: on receipt of a delivery OR read receipt email from the correct address.

15.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 15.1 and shall be effective:

15.3.1 on the date specified in the notice as being the date of such change; or

15.3.2 if no date is so specified, five Business Days after the notice is deemed to be received.

15.4 All references to time are to the local time at the place of deemed receipt.

15.5 This clause does not apply to notices given in legal proceedings or arbitration.

16 Visas and Transport

The Customer shall be responsible for ensuring it has in place all the necessary travel visas and documentation in order for the Customer to attend the Event and the Customer shall be responsible for making all travel arrangements to and from Events, including arranging accommodation (if necessary).

17 Entire Agreement

17.1 The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral with respect to the sale and purchase of the Services.

17.2 Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

17.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

18 Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, the Supplier.

19 Set Off

19.1 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract.

19.2 The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

20 Severance

20.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

20.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in Registration to agree the terms of a mutually acceptable alternative provision.

21 Waiver

No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

22 Compliance with Laws

The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

23 Costs and Expenses

The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

24 Third Party Rights

24.1 Except as expressly provided for in clause 24.2, a person who is not a party to the Contract shall not have any rights to enforce any of the provisions of the Contract in their own name.

24.2 The Contract shall be a contract to the benefit of the Affiliates of the Supplier as third parties (Sec. 328 of the German Civil Law Act ("BGB")). Any Affiliate of the Supplier shall be entitled to enforce any of the provisions of the Contract in its own name. The consent of any such Affiliate is not required in Registration to rescind or vary the Contract or any provision of it.

25 Governing Law

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of the Federal Republic of Germany.

26 Jurisdiction

The parties irrevocably agree that the courts of Berlin, Germany shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).