Automotive Logistics Forum 2027 – Sponsorship/Exhibitor Agreement

between and

Sponsor / Company:	**Verband der Automobilindustrie e.V. (VDA)** Behrenstraße 35 10117 Berlin
Contact:	Contact:
hereinafter referred to as the **Sponsor/Exhibitor**	hereinafter referred to as the **VDA** or the O**rganizer**

together also referred to as the **Parties**

1. **Preamble**
   The Sponsor/Exhibitor shall participate in the **Automotive Logistics Forum 2027** (the "Event") to the extent set out below. The Event will take place in Bonn on 3 and 4 March 2027. The Event is organized jointly by the VDA and Bundesvereinigung Logistik (BVL) e.V., Bremen. The Organizers alone shall issue invitations to the Event; this includes in particular drawing up the program and admitting participants as guests and/or speakers. Unless otherwise provided in this Agreement, the Organizer's marketing materials for sponsors shall serve as an aid to interpretation (**Annex 1**), and the Conditions of Exhibition (**Annex 2**) shall apply in addition where the Sponsor hires exhibition space.

2. **Sponsorship Fee Payable by the Sponsor:**
   The Sponsor shall pay the applicable sponsorship fee for the individually agreed sponsorship package, without any entitlement to exclusivity. The package shall be compiled based on the marketing materials (**Annex 1**). Payment shall be due immediately upon receipt of the invoice, without deduction, to Verband der Automobilindustrie e.V., Commerzbank AG, IBAN DE69 5008 0000 0097 1893 00.

3. **Consideration Provided by the Organizer:**
   The Organizer undertakes to provide the services booked as part of the relevant individually agreed sponsorship package (see clause 2).

   The Organizer shall be entitled, for technical and/or safety-related reasons, to adjust and/or replace individual services in whole or in part, provided that this does not materially affect the marketing purpose of the agreed sponsorship package.

4. **Use of Trade Marks and Logos:** The Sponsor/Exhibitor grants the Organizer the right to use its name and/or word marks and figurative marks for the purposes of promoting, holding and reporting on the Event. For these purposes, the Organizer may grant sub-licenses to service providers engaged by it. The Parties agree that any use beyond this scope requires the prior approval of the Sponsor/Exhibitor.

   The Sponsor/Exhibitor may use the "Automotive Logistics Forum 2027" event logo solely in its own communications for the purpose of advertising its support for the Event. The Sponsor/Exhibitor may grant corresponding sub-licenses to service providers engaged by it.

   The Organizers' word marks and figurative marks may be used only with their specific consent. The Organizer and the Sponsor/Exhibitor shall cease using the other Party's word marks, figurative marks and logos after the Event and shall revoke any sub-licenses granted. This shall not apply to the continued use of sponsor and exhibitor logos for reporting on or

documenting previous events, including public reporting or documentation, in particular by means of photographs or videos on websites, on social media or in printed materials.

5. **Compliance:** The Organizer warrants that all funds received under this Sponsorship Agreement shall be used solely for the contractually agreed purposes. The use of such funds to support criminal activities, money laundering or terrorist financing is strictly prohibited.

6. **Confidentiality and Data Protection:** The Parties shall keep the content, scope and terms of this Agreement confidential, including after its termination. This obligation extends to any contractual negotiations, disclosed internal documents and any other information or data marked as confidential. It shall not apply where the other Party has given its written consent or where disclosure is required by law or by a public authority. The Parties shall impose corresponding obligations on their employees. The VDA warrants compliance with the applicable data protection legislation (Data Protection | VDA).

7. **Force Majeure, Events Beyond the Organizer's Control and Official Orders:** If an event beyond the Organizer's control, including natural disasters, extreme weather, strikes, war, civil unrest, attacks, technical accidents, a statutory or official prohibition or pandemic-related risks, makes it impossible or unreasonable for the Organizer to hold the Event as scheduled, the Organizer shall be entitled to cancel the Event. In that event, the Sponsor shall be released from its payment obligation and any payments already made shall be refunded. Costs for services commissioned by the Organizer for consideration (including graphics, stand construction, decorations and catering) which cannot be cancelled free of charge under the contractual terms of the relevant service providers shall, notwithstanding the cancellation, be reimbursed to the Organizer in full and without any surcharge. The Organizer shall not be liable for damages, including in respect of wasted expenditure or loss of profit. The Organizer shall notify the Sponsor/Exhibitor of the cancellation without undue delay, stating the relevant force majeure event. If the exhibition must be terminated after the Event has begun because of force majeure or an official order, the agreed sponsorship/exhibitor fee and all costs payable by the Sponsor/Exhibitor shall remain payable in full.

8. **Limitation of Liability:** The Organizer shall be liable to the Sponsor/Exhibitor for any loss or damage caused intentionally or by gross negligence by the Organizer, its employees or persons engaged by it in the performance of its obligations, as well as for loss or damage arising from injury to life, limb or health and to the extent that liability arises under the German Product Liability Act (Produkthaftungsgesetz). Liability for ordinary negligence is excluded unless a material contractual obligation (cardinal obligation) has been breached. Cardinal obligations are obligations whose performance is essential to the proper performance of the Agreement and on compliance with which the Parties regularly rely on and are entitled to rely. In the event of the Organizer's culpable breach of a material contractual obligation, liability for damages shall be limited to the loss or damage that was foreseeable and typical for this type of agreement. The Sponsor/Exhibitor shall be liable in accordance with the applicable statutory provisions. Exhibitor liability is governed by the specific Conditions of Exhibition.

9. **Withdrawal:** The Sponsor/Exhibitor may withdraw from this Agreement up to and including 31 December 2026, subject to an administration fee equal to 50% of the sponsorship/exhibitor fee. If the Sponsor/Exhibitor withdraws on or after 1 January 2027, 100% of the sponsorship/exhibitor fee shall be payable. Notice of withdrawal must be given in writing. Costs for services commissioned by the Organizer for consideration (including graphics, stand construction, decorations and catering) which cannot be cancelled free of charge under the contractual terms of the relevant service providers shall, notwithstanding the withdrawal, be reimbursed to the Organizer in full and without any surcharge.

10. **Right of Termination:** The right to terminate this Agreement for good cause shall remain unaffected. In such a case, the agreed amounts shall be refunded on a pro rata basis, taking account of the services already provided. Costs for services commissioned by the Organizer for consideration (including graphics, stand construction, decorations and catering) which cannot be cancelled free of charge under the contractual terms of the relevant service providers shall, notwithstanding termination, be reimbursed to the Organizer in full and without any surcharge. In all other respects, the withdrawal provisions in clause 9 shall apply exclusively to sponsors and exhibitors.

11. **General Provisions**:
Each Party shall notify the other Party without undue delay of any circumstances that may be material to the performance of this Agreement. Any measures having a public impact shall be agreed with the other Party.
There are no oral collateral agreements. Any amendment or addition to this Agreement must be made in writing or in text form using an advanced electronic signature (DocuSign) in order to be effective. This shall also apply to any amendment of this form requirement.
This Agreement and its formation and effects shall be governed exclusively by German law.
The Parties shall, as far as possible, seek to resolve through negotiation any disputes arising out of or in connection with this Agreement.
If any provision of this Agreement is or becomes wholly or partly invalid or void, the remaining provisions shall remain unaffected. The Parties undertake to replace the invalid or void provision with a valid provision that, as far as possible, achieves the economic purpose of the invalid provision. The same shall apply to any omission in this Agreement that requires supplementation.

12. **Interpretation of the English version**
This Agreement is a translation of the German text. In the event of any discrepancies or interpretation issues, the German version shall prevail.

Sponsor/Exhibitor:	Organizer:
.....	.....
Place, date	Place, date
.....	.....
Signature	Signature
.....	.....
Name/position	Name/position
.....	.....
Signature	Signature
.....	.....
Name/position	Name/position

Annex:
1. VDA Sponsorship Packages (Marketing Materials) *LINK*
2. Exhibition Terms and Conditions *LINK*