SPONSORING AGREEMENT
Sponsoring Model B ("Sponsor")
for DPG Spring Meeting

between

Deutsche Physikalische Gesellschaft e.V.,
Hauptstrasse 5, 53604 Bad Honnef

- hereinafter referred to as "Organizer" -

and

_____

_____

_____

_____

- hereinafter referred to as "Sponsor" -

Preamble

Organizer was set up to promote science in physics and related fields and to that end stages "DPG Spring Meetings" every year (one of which also as the "DPG Annual Meeting"), which are regularly among the largest physics conferences in Europe. The DPG Meetings include talks and other forms of scientific presentations, especially also those given by young scientists, and enable students and established scientists to exchange their experiences in scientific discourse, and also provide an accompanying programme. The precise contents can be found in the programme details and information published at www.dpg-tagungen.de.

The **DPG Spring Meeting of the Divisions Hadronic and Nuclear Physics and Radiation and Medical Physics will be held at the Technical University of Darmstadt from March 8–12, 2027**. Sponsor shall participate in the accompanying industry and book exhibition during March 9-11, 2027 as an exhibitor and on the basis of Organizer's Exhibition Terms and Conditions has accepted the Sponsoring Model B offered by Organizer and by dint of the stand registration appended as an **APPENDIX** to this Agreement has concluded a hire agreement for the therein designated stand area with DPG GmbH.

This having been stated, Sponsor and Organizer here agree the following:

Section 1
Sponsor's obligations

(1) Sponsor undertakes to pay Organizer a one-off sum in money to the amount of **EUR 2,500,00** plus value-added tax. Organizer shall issue an invoice meeting the legal requirements for that amount. The payment is due upon receipt of the invoice and shall be transferred to Organizer at the SozialBank in Cologne (to Organizer's account – BIC BFSWDE33XXX) with IBAN DE47 3702 0500 0008 0272 00 stating as the purpose "DPG Spring Meeting Darmstadt 2027".

(2) For the purpose of the advertising measures agreed in Section 2 below, Sponsor shall provide its company logo in a web and print-friendly form as per Organizer's stipulations and state to Organizer in writing the precise company designation or trading name for publication in the programme information within the deadlines set by Organizer. Retrospective changes to the company logos and/or designations sent by Sponsor are not possible. The costs for producing Sponsor's advertising media shall be borne by Sponsor.

Section 2
Performance owed by Organizer

(1) For the term of this Agreement, Organizer shall grant Sponsor the right to carry out advertising measures in which it draws attention to the sponsorship of the event by Sponsor as follows:

Model B: Sponsor

- Company named as "Sponsor of the DPG Spring Meeting Darmstadt 2027": Corresponding naming of Sponsor and highlighting of the company logo in the short programme and the conference website,
- Use of the term "sponsor" in the company's communication
  Sponsoring Total: EUR 2,500,00 plus value-added tax.

(2) During the term of this agreement Organizer shall grant Sponsor the right to describe itself as ""Sponsor of the DPG Spring Meeting Darmstadt 2027" and to use that designation in legal transactions with third parties and in market communication.

Section 3
Good faith, confidentiality

(1) The parties undertake to act with mutual good faith and loyalty. Organizer shall in particular not comment negatively about Sponsor publicly and Sponsor shall pay heed to Organizer's legitimate interests, especially its reputation and standing and to the purpose and prestige of the sponsored event. The aforementioned duties shall also apply after the Agreement ends.

(2) The parties undertake to keep the content of this Agreement, especially the duties owed hereunder, confidential with respect to third parties; disclosure is only permitted to protect legitimate interests or if required by law. This obligation shall remain binding after the Agreement ends.

Section 4
Exclusion of liability, interest in performance

(1) Sponsor accepts vis-à-vis Organizer no liability, apart from loss of life, personal injury and impairment of health, for any harm not arising from grossly negligent breach of contract by Sponsor or intentional or grossly negligent breach of contract by a statutory representative or agent of Sponsor.

(2) The parties are in agreement that Sponsor shall not play any part in the organisation and staging of the event, does not bear any responsibility therefor and is not liable to third parties, participants, visitors and Organizer's suppliers except where the harm is caused intentionally. Organizer shall give due heed to Sponsor's rights when concluding event-related contracts. Organizer warrants that it holds all rights to the event (inter alia advertising, marketing and industrial property rights) and Organizer undertakes to hold

Sponsor free and harmless with regard to those rights for all and any third-party claims for damages under or in conjunction with the event, unless they are due to Sponsor's intentional acts.

(3) Above and beyond rendering the performances it owes, Organizer shall not be liable for any non-achievement of the communicative objectives intended by Sponsor with the conclusion of this Agreement, unless it impeded or prevented said achievement by culpably breaching cardinal contractual duties.

(4) Organizer duly points out that the advertising measures laid down in this Agreement might be restricted by public-law provisions or association regulations. Organizer shall not be liable for damages in the case of restrictions arising because of such stipulations. This shall be without prejudice to the right of termination for good cause.

(5) Sponsor shall be liable for the freedom from third-party rights of Sponsor's company designations and/or logos provided to Organizer under this Agreement. If third parties assert claims against Organizer due to its contractually compliant use of the company designations and/or logos, Sponsor shall fully hold Organizer free and harmless upon request.

Section 5
Legal consequences of cancellation of the event

(1) Either party is entitled to terminate this Agreement without complying with a period of notice, if the event cannot be staged for whatever reason.

(2) If the event is not staged, the parties are not obliged to render any performance; partial performances shall be remunerated, advance payments shall be reimbursed.

Section 6
Entry into force, term, premature termination

(1) This Agreement shall enter into force upon signing by both parties as of the date on which the last signature is appended and shall end with termination (Section 5(1) or 6(2)) or upon the end of the event [*March 12, 2027*], without express declaration by the parties being required.

(2) The above notwithstanding, either party is entitled to terminate the Agreement without notice for good cause. A good cause arises especially if a party culpably breaches cardinal contractual duties or if an application for the opening of insolvency proceedings for the assets of one of the parties is filed. Termination shall require the written form.

(3) If a party is answerable for the immediate termination for good cause, it undertakes to restitute the performances received from the other party but shall not be entitled to demand restitution of performances it has rendered.

Section 7
Miscellaneous

(1) No oral side agreements have been concluded, all changes or additions to this Agreement must be put down in writing to be effective. This also applies for any waiving of the above written form requirement.

(2) No clause in this Agreement may be interpreted as founding a company or a company-like relationship.

(3) Offset with claims of any nature by one of the parties is only permitted, if they are undisputed or declared final and binding by a court of law. Receivables and other claims under this Agreement may only be assigned with the prior written consent of the party owing the receivable or claim.

(4) If any individual provisions in this Agreement are partially or totally invalid, this shall not affect the validity of the remaining provisions of this Agreement. In that case, the parties undertake to replace the invalid or unenforceable provision with a valid or enforceable provision which most closely meets the economically intended purpose and content of the wholly or partially invalid or unenforceable provision within the context of the Agreement as a whole.

(5) This Agreement shall be governed as laid down in the law of the Federal Republic of Germany concerning its creation and all its effects. Place of fulfilment for all obligations under this Agreement is the venue of the event. The legal forum for all disputes arising from this Agreement is, in so far as permitted, Bad Honnef.

……	……
Place, Date	Place, Date
_____	_____
Organizer (legally binding signature)	Sponsor (legally binding signature)