

OSRAM SEI.day 2018

Terms & Conditions for your Company's participation

1. **Purpose:** The following OSRAM Supplier-Enabled Innovation Day ("SEI.day") Terms & Conditions are intended to create a fair and open environment for the SEI.day hosted by OSRAM GmbH, in which your company ("Company"), OSRAM GmbH and other OSRAM group companies (together "OSRAM") can speak face to face and explore new areas of collaboration. To achieve this, the SEI.day provides your Company with three different formats to present your Company's capabilities:
 - a. Expert sessions, where your Company can present its ideas by way of a speech or presentation and speak with selected OSRAM-internal experts ("Expert Sessions", see item 4 below); the Expert Sessions will not be open to other participants of the SEI.day;
 - b. Innovation pitches, where your Company can give a quick overview of its innovative applications, products, prototypes or solutions ("Innovation Pitches", see item 5 below). The Innovation Pitches will be open for other participants of the SEI.day to attend; and
 - c. Mingle-ups, where participants of the SEI.day can meet to informally network and exchange ideas ("Mingle-Ups", see item 5 below). The Mingle Ups will be open for other participants of the SEI.day to attend.

 2. **Application and selection process:** Your Company has been invited to apply for the SEI.day. Topics and use cases are published on the OSRAM SEI.day webpage for your review. If one (or more) of these sparks your Company's interest, you can submit, on behalf of your Company, one or several proposals for an Expert Session or for an Innovation Pitch through the SEI.day online tool. OSRAM will review the proposal(s) and then select the participants of the SEI.day.

 3. **Non-confidential nature of SEI.day:** To encourage open talks between your Company and the OSRAM technology community during the SEI.day and to avoid issues of contamination by confidentiality obligations, OSRAM, as a general rule, considers all information shared in preparation of and during the SEI.day to be non-confidential. Unless specifically agreed otherwise, your Company confirms that all communication in connection with and during the SEI day, in particular (a) the proposal, your Company is submitting, (b) any communication by your Company relating to its proposal, (c) the speech or presentation your Company is giving at an Expert Session, (d) the Innovation Pitch your Company is giving and (e) conversations of your Company's delegates with OSRAM employees at the SEI.day, do not contain confidential information of your Company or any other company.

Your Company agrees that your Company, unless specifically agreed otherwise, will not raise any claim against OSRAM or its customers alleging that any current or future OSRAM product incorporates (a) information or technologies exhibited or discussed during the SEI.day or (b) any intellectual property rights protecting such information or technologies.

 4. **Proposal, speech and conversations during Expert Session:** As set out above, OSRAM, as a general rule, considers all information shared in preparation of and during an Expert Session to be non-confidential.

If your Company considers it inevitable to rely on specific sensitive information ("Sensitive Information") in its speech or presentation during an Expert Session, please include a high-level, non-confidential description of Sensitive Information into your Company's proposal. OSRAM will review the proposal and provide feedback as to whether such Sensitive Information should be included in the presentation
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or not. If OSRAM agrees to the inclusion of Sensitive Information, please specifically identify and clearly mark the Sensitive Information. OSRAM may not pass on such Sensitive Information to any third party, whether directly or through one or more intermediaries.

Regarding information other than Sensitive Information accepted by OSRAM, specifically identified and clearly marked Sensitive Information (“Non-Sensitive Information”), Section 3 (above) applies.

5. **Innovation Pitches and Mingle-Ups:** Your Company acknowledges that the Innovation Pitches and the Mingle-Ups are open for other participants of the SEI.day. In consequence, any information your Company shares during the Innovation Pitches or the Mingle-Ups can become public knowledge and OSRAM considers any such information to be non-confidential (Section 3 (above)).
6. **OSRAM information:** All information that is provided by OSRAM or OSRAM employees to your Company at or in the course of the SEI.day is for the purpose of evaluating your Company’s potential business opportunities with OSRAM only and may not be passed on to any third party for any purpose.
7. **New inventions:** In the unlikely event that your Company (together with OSRAM employees or any other participant of the SEI.day besides your Company) develop new inventions at or in the course of the SEI.day, your Company hereby grants OSRAM and its customers a license to use such inventions in or in connection with OSRAM products.
8. **Antitrust law compliance:** Please also note that some of the other participants of the SEI.day may be considered as your Company’s competitors. We expect strict antitrust law compliance.
9. **Liability & insurance:** OSRAM is – except for cases of intent or gross negligence of OSRAM, its legal representatives or assistants in performance (*Erfüllungsgehilfen*) – not responsible for any loss or damage sustained by your Company or a Company delegate at or in the course of the SEI.day. Any liability for damage from injury to life, body or health due to intentional or negligent breach of duty by OSRAM, its legal representatives or assistants in performance (*Erfüllungsgehilfen*) according to statutory law remains unaffected. No responsibility can be accepted by OSRAM for any consequences arising from postponement or abandonment of the SEI.day. Your Company should take out its own insurance to cover all liabilities and risks.
10. **Costs:** Your Company will bear its costs for its delegates’ travel, accommodation, exhibits etc.
11. **Data protection:** Your Company acknowledges that OSRAM will be entitled to use the Company and Company’s delegates’ details in accordance with the Privacy Notes for OSRAM Supplier Enabled Innovation Platform.

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The OSRAM logo is displayed in a bold, orange, sans-serif font.