

## Standard Terms and Conditions of Contract

### Article 1 Scope

1. These Standard Terms and Conditions (STC) shall apply to the subletting/renting of rooms, halls and spaces (as specified in Annex 1) in the Messe Berlin GmbH (hereinafter Messe Berlin). Furthermore, these STC shall apply to the provision of event-related services and to the renting of mobile facilities.

2. Additional or conflicting terms and conditions specified by our contract partner shall apply only if Messe Berlin has expressly recognized them in writing. Where other agreements have been reached with the contract partner in the contract, such agreements shall always take precedence over the corresponding provisions contained in these STC.

### Article 2 Conclusion of the Contractual Relationship

1. All contracts require the written form to be effective. They shall take effect once the Client has signed and returned the contract drawn up by Messe Berlin in time for it to reach Messe Berlin within the period specified in the offer of contract. After this period Messe Berlin shall be entitled, but no longer obliged, to conclude the contract with the Client.

2. Reservations and options shall remain valid until the expiry of the period of acceptance indicated in the offer of contract.

3. Requests for provision of additional services made during the implementation of the contract shall be made in writing. Verbal contracts shall be confirmed in writing without delay.

### Article 3 Contract partners, Event Organizers, Event Managers

1. The contractual partners are always Messe Berlin and the Client named in the contract. Where the Client is an agent or agency, the Client must name the Organizer in writing in the contract as the "Organizer" and must keep the Organizer informed of all contractual obligations, including these STC. In relation to Messe Berlin, the Client shall be responsible for the fulfilment of all obligations incumbent on the Organizer in accordance with this contract. In such cases, the Organizer acts as the vicarious agent of the Client. The Client shall accept actions and declarations on the part of the Organizer and any persons contracted by the Organizer as the Client's own.

2. Where no third party is named in the contract as Organizer in addition to the Client, the Client shall perform all obligations incumbent on the Organizer in accordance with these STC.

3. Subletting of halls, conference rooms and spaces, in whole or in part, whether for a fee or without charge, to third parties shall require the written consent of Messe Berlin. Consent shall be deemed to have been given if the third party is included by name in the contract or if, in addition to the event, the installation of fair and exhibition stands is specified in the contract.

4. The Organizer shall provide, in writing, at the request of Messe Berlin and at least six weeks prior to the event, the name of the person responsible for the event. This person shall perform the functions and duties of an event manager as set out in Section 32 of the Berlin "Verordnung über den Betrieb von baulichen Anlagen" [regulations on the operation of structural works] from 10 October 2007 (operational regulations hereinafter referred to as BetrVO) for the Client in accordance with the terms and conditions of Messe Berlin.

### Article 4 Object of the Contract

1. The halls, assembly rooms and spaces of Messe Berlin indi-

cated in the contract are sublet on the basis of the existing, officially authorized emergency exit routes and seating plans with a predetermined visitor capacity for the purpose specified by the Client.

2. The object of the contract/ the facility may be used for purposes other than those specifically agreed in the contract only with the prior written consent of Messe Berlin. The Client undertakes to inform Messe Berlin in writing of any intention to change its use of the premises.

3. Modifications to the rented premises, including changes to the emergency exit routes and seating plans due to structures and fixtures in the rented premises, may only be made with the prior written consent of Messe Berlin and on submission of any necessary official permits. The duration, costs and risks of the permit application processes are entirely borne by the Client.

### Article 5 Duration of Use, Delivery, Times of Use

1. On delivery of the facilities, the Organizer undertakes to view the facilities, including its technical equipment, emergency exits and exit routes if Messe Berlin so demands. The person named to Messe Berlin as the event manager shall attend the viewing and familiarize himself/herself with the venue in the course of the inspection. Should the Client or his/her designated person in charge of the event discover defects or damage to the venue, these shall be recorded in writing and Messe Berlin informed without delay.

2. All items, structures and decorations brought in by the Client shall be removed without trace by the Client by the agreed completion of disassembly. After expiry of the agreed period of use, such items may be removed at the expense of the Client. If the facilities are not cleared and returned punctually, the Client shall, in each case, pay compensation for loss of use. Messe Berlin reserves the right to assert further-reaching claims on the grounds of delayed return of the rented object.

3. The times for loading and unloading in the delivery zones and regulation of transport arrivals and departures must be coordinated with Messe Berlin.

### Article 6 Charges, User Fees, Additional Services and Ancillary Charges

1. The total payment owed includes the user fees listed in Annex 1 to this contract or the user charges specified therein for the provision and delivery of the premises listed in this contract and the additional services and ancillary charges shown in the annex. Additional services and ancillary charges, which have not been finally determined at the time of conclusion of the contract or any services commissioned by the Client after conclusion of the contract, shall be paid separately. The price list valid at the time of the event shall apply. The additional services and ancillary charges are both referred to as "ancillary charges" in the following Clauses 2 and 3.

2. Payment of the user fees/charges and ancillary charges shall be due at the following times:

- If the contracting parties enter into a contract twelve months or more before commencement of the event, 25% of the user fee shall become due upon conclusion of the contract; six months before commencement of the event, a further 25% of the user fee; three months before commencement of the event, the final 50% of the user fee plus 50% of the ancillary charges; and one month before commencement of the event, the remaining 50% of

ancillary charges shall become due and be invoiced accordingly.

- If the contracting parties enter into a contract less than twelve months but more than three months before commencement of the event, 50% of the user fee shall become due upon conclusion of the contract; the remaining 50% of the user fee plus 50% of the ancillary charges will become due three months before commencement of the event; and the remaining 50% of ancillary charges one month before commencement of the event, and shall be invoiced accordingly.
- If the contracting parties enter into a contract three months before commencement of the event or later, 100% of the user fee plus 50% of the ancillary charges shall become due on conclusion of the contract, and the remaining 50% of the ancillary charges shall become due one month before commencement of the event, and shall be invoiced accordingly.

3. Accounts for all services and ancillary charges ensuing shall be settled after the event has been held, taking into account advance payments already made.

4. Payments are due within 14 days of invoicing, without deductions. Interest on arrears will be charged for overdue payments. For companies and individuals acting in a business capacity, this will be at the rate of eight percentage points and for natural persons at the rate of five percentage points above the current base rate of interest of the European Central Bank. Messe Berlin reserves the right to show proof of greater damage due to delayed performance.

#### **Article 7 Advertising Campaigns**

1. Advertising the event is the responsibility of the Client. Advertising in the rooms and grounds of Messe Berlin requires the written consent of Messe Berlin. By arrangement, Messe Berlin will conduct the advertising campaign at the Client's expense. Messe Berlin shall be entitled to list the event in its programme of events and on the Internet unless the Client shall object.

2. Advertising by exhibitors, sponsors and partners of any kind is only permitted within the limits of the stand rented by the exhibitor and only in relation to the exhibited articles produced or sold by the exhibitor. For additional advertising campaigns, exhibitors, sponsors and partners of any kind an appropriate quotation must be requested from Capital Services GmbH, who is the exclusive contractual partner of Messe Berlin.

3. The Client shall indemnify Messe Berlin irrevocably against any claims that arise should the event or advertising for the event violate the rights of third parties (in particular copyrights, rights to images and names, trademark rights, competition rights and right to privacy) or other statutory regulations. The indemnity obligation shall also cover all cautions, court costs and legal expenses which may be incurred.

4. The Organizer must be named on all printed matter, posters, admission tickets and invitations in order to clarify that a legal relationship ensues only between the Organizer and visitors, and not between visitors and Messe Berlin.

5. Mention of the name "Messe Berlin" or mention of the name "CityCubeBerlin" in announcements of any kind (including on the Internet), printed matter, posters and admission tickets must be made using only the original font and the original logo. The relevant templates will be made available by Messe Berlin exclusively for this purpose.

#### **Article 8 GEMA Fees**

Punctual registration of works requiring registration with GEMA

[German Society for Musical Performance and Mechanical Reproduction Rights] and payment of GEMA fees within the set period are the sole responsibility of the Client. Messe Berlin may demand that the Client produce, in good time before the event, written evidence of registration of the event with GEMA, written evidence of payment of GEMA fees and/or written evidence that GEMA has sent the Organizer an invoice for the event. If the Client is unable or unwilling to produce evidence as specified in Clause 1, Messe Berlin may demand that the Client make a provision of security to the amount of anticipated GEMA fees.

#### **Article 9 Production of Sound, Sound/Image and Image Recordings**

1. Messe Berlin points out that all kinds of sound/image recordings, image recordings and other recordings and transmissions of the event (radio, TV, internet, loudspeaker etc.) require the prior consent of the respective copyright and service rights holder(s) and that it is the sole responsibility of the client to obtain such consent. In individual cases, Messe Berlin may prohibit sound recording, sound and/or image recording, and other recordings and transmissions for objective reasons.

2. Messe Berlin shall have the right to make or contract a third party to make image/sound recordings and drawings of events as they unfold or of items exhibited or used, for the purpose of documentation or for its own publications, without paying a fee to the Client, unless the Client shall object.

#### **Article 10 Catering, Merchandising**

1. Catering rights for the rented premises are held exclusively by Capital Catering GmbH. The Client is not entitled to offer or give away food, drinks, refreshments, tobacco products or suchlike.

2. The Client is not permitted to invite traders of any kind (photographers, flower-sellers, actors etc.) to its events or to undertake commercial activities without the prior written consent of Messe Berlin. Messe Berlin will give its consent on payment of an appropriate sum (fee), which shall be agreed separately.

#### **Article 11 Cloakrooms**

1. Upon prior agreement with Messe Berlin, the client may use the existing cloakrooms. If Messe Berlin provides the cloakroom personnel at its own expense, Messe Berlin reserves the right to specify the cloakroom charges at its discretion. In this case, all proceeds shall be retained by Messe Berlin. If the client wishes to provide a free cloakroom service for his visitors, Messe Berlin will provide the cloakroom personnel and charge this extra service to the client.

2. If the client does not wish to use the existing cloakrooms, he may install temporary cloakrooms after prior consultation with Messe Berlin. If no request is made to Messe Berlin for provision of personnel to look after these cloakrooms, Messe Berlin will not assume any responsibility for the care and custody of items left in the cloakrooms. In this case, the client bears full liability for any lost or damaged items.

#### **Article 12 Fire Service, Police and First Aid Service**

The fire service, police and first aid service will be notified by Messe Berlin, as appropriate to the type and size of the event. The scope of these services (number of personnel needed) depends on the type of event, the number of visitors, the risks inherent in the event and any stipulations made by the authorities in each particular case. The Client shall bear the expenses ensuing from the presence and deployment of these services.

#### **Article 13 Stewards and Authorized Service Personnel**

1. Messe Berlin shall provide the necessary stewards at the Client's expense. Stewards must be qualified personnel suffi-

ciently familiar with the venue and able to supervise evacuation of the premises in an emergency. The number of admission staff and stewards necessary is determined by the type of event, the number of visitors, potential risks associated with the event and by any additional requirements of the buildings and public order authorities.

2. Connections to the lighting, water and power systems of Messe Berlin, suspensions in the function rooms, haulage operations in the exhibition grounds, in particular, the operation of cranes and forklift trucks, and the installation of supply lines including wireless radio networks (WLAN), must, for safety reasons, be carried out exclusively by Messe Berlin and by its authorized and qualified service partners.

3. All permanent, technical installations in the venue building may only be operated by Messe Berlin and its authorized, qualified service partners.

#### **Article 14 Responsibility for Event Technology**

If stage, studio or lighting equipment is to be set up for the event, "persons responsible for events technology or specialists in events technology" must be provided at the Client's expense, in accordance with Section 34 of the BetrVO (corresponding to Section 40 of the Muster-Versammlungsstättenverordnung – MVStättV [Sample Regulation on Meeting Places]).

#### **Article 15 Client's Liability**

1. The Client is liable to Messe Berlin for damages caused by the Client, persons employed to perform its obligations and its vicarious agents, guests or visitors in connection with the event. This shall apply even if the Client is not liable for the selection of vicarious agents.

2. The Client shall indemnify Messe Berlin and the owner of the site against any claims by third parties arising in connection with the event, insofar as the Client, persons employed to perform his/her obligations and his/her vicarious agents or guests or visitors are liable to answer for these claims. This indemnity obligation shall also cover official fines (e.g. for disturbance of the peace, blocking emergency exit routes, violations of the Non-smoking Act), which may be levied on Messe Berlin as operator of the venue in connection with the event. The indemnity obligation shall not apply if Messe Berlin's vicarious agents or persons employed to perform its obligations are responsible or partly responsible for damage to property or financial loss through gross negligence or wilful neglect of duty, or for damage to persons through neglect of duty.

3. The Client shall undertake to submit an Organizer's liability insurance policy to Messe Berlin prior to the rental period with sufficient cover amounting to at least € 2.5 million (in words: two million five hundred thousand euros) for damage to persons, € 2.5 million (in words: two million five hundred thousand euros) for damage to property and € 500,000 (in words: five hundred thousand euros) for financial losses.

#### **Article 16 Liability of Messe Berlin**

1. Strict liability on the part of Messe Berlin for compensation for initial defects to the rented premises provided to the Client shall be excluded.

2. A reduction in the agreed fees because of defects will be considered only if Messe Berlin is notified of the intention to do so during the period of use.

3. Liability on the part of Messe Berlin for simple acts of negligence is excluded unless other essential contractual obligations are violated.

4. If essential contractual obligations are violated, the liability for compensation on the part of Messe Berlin, in cases of simple acts of negligence, shall be restricted to average damages which, in the context of the agreement, can be understood as damages which are foreseeable, direct and specific to this type of contract.

5. Messe Berlin shall not be held liable for damages arising from measures taken by Messe Berlin to maintain safety and order. Should the event be restricted, cancelled or interrupted on the instruction of Messe Berlin as a result of misjudgement of risks, Messe Berlin shall not be held liable for cases of simple negligence.

6. Insofar as liability is excluded or limited by the provisions of these terms and conditions, this shall also apply to Messe Berlin's vicarious agents and any persons employed to perform its obligations. Both Messe Berlin and the Client shall be liable for any negligence on the part of vicarious agents without the option of exemption from liability for wrongful selection.

7. The aforementioned liability exclusions and restrictions shall not apply to culpable injury to life, body or health or express warranties for material defects.

#### **Article 17 Cancellation of the Rental Agreement**

1. If the Client fails to hold the event for reasons that are not the responsibility of Messe Berlin or if the Client wishes to postpone the event, Messe Berlin can opt to claim a flat-rate fee from the Client instead of asserting a specifically calculated claim for compensation. In this case, the Client shall be obliged to pay the following flat-rate fees, based on the agreed charges: In the event of cancellation:

In the event of cancellation or postponement up to 18 months prior to commencement of the event, 25% of the user fee shall be invoiced.

In the event of cancellation or postponement up to 12 months prior to commencement of the event, 50% of the user fee shall be invoiced.

In the event of cancellation or postponement up to six months prior to commencement of the event, 75% of the user fee shall be invoiced.

In the event of cancellation or postponement less than six months prior to commencement of the event, 100% of the user fee shall be invoiced.

These flat-rate fees shall apply as appropriate if smaller rooms are required, the event is partially cancelled or if the event is postponed. Every cancellation by the Client must be made in writing.

2. The Client shall have the right to prove that Messe Berlin has not suffered a loss or that the loss was not as great as the sums set out above.

#### **Article 18 Cancellation/Termination**

1. After the lapse of a period of notice, Messe Berlin shall be entitled to withdraw from the contract if essential contractual obligations are violated, in particular if:

- contractually agreed payment obligations are not fulfilled
- the purpose or type of the event is changed without the consent of Messe Berlin
- official permits and authorizations for the event have not been obtained
- official requirements/authorizations are violated
- legal requirements relating to the safety of the event are violated
- the event violates the rights of third parties

- public safety and order are endangered

If Messe Berlin makes use of its right of withdrawal, it reserves the right to claim payment at the agreed flat-rate fees as set out in Clause 17. Messe Berlin must, however, take into account any expenses saved.

2. If the Client is an agency, Messe Berlin and the agency shall be entitled to a special right of cancellation in the event of the contractor (Organizer) withdrawing or terminating the contract. This special right of cancellation may only be exercised if the contractor assumes full responsibility for all the rights and obligations that ensue from the contract with Messe Berlin and undertakes to provide the necessary security if Messe Berlin so demands.

#### **Article 19 Force Majeure**

If the event cannot take place due to force majeure, each of the parties to the contract shall bear his/her own expenses as incurred at that time. Where Messe Berlin has advanced expenses for the Client which would have been repayable under the terms of the contract, the Client shall in every case be under obligation to repay these expenses. Neither the non-appearance of individual artists nor the non-punctual arrival of one or more participants, nor bad weather, including ice, snow and storms, shall in any case constitute "force majeure".

#### **Article 20 House Regulations, Exercising the Right of Owner to Undisturbed Possession**

1. The House Regulations of Messe Berlin apply in all halls, rooms and open spaces of Messe Berlin. The Client and his/her designated event manager are responsible for the implementation of and adherence to the House Rules by their visitors, employees, persons employed to perform his/her obligations and vicarious agents.

2. The Organizer and the event manager shall be obliged to ensure the orderly and safe conduct of the event within the rented assembly rooms and areas. Use of the rooms and spaces must fall exclusively within the purpose agreed in the contract. The maximum visitor capacities permitted under the laws governing building use and places of assembly may not be exceeded under any circumstances.

3. Messe Berlin and persons contracted by Messe Berlin shall continue to have, together with the Client and his/her designated event manager, householder's rights in relation to all persons while these persons are in the assembly rooms. Messe Berlin may exercise its domiciliary rights, for example, if the safety of the building is at risk.

4. Within the context of the exercise of householder's rights, any person contracted by Messe Berlin shall be allowed to access the rented premises freely at any time and without delay.

#### **Article 21 Interruption of Events**

On violation of essential contractual obligations, safety-related regulations and in situations of special danger, Messe Berlin may demand that the Client evacuate and surrender the premises immediately. If the Client does not comply with such a demand, Messe Berlin shall be entitled to implement the evacuation at the expense and risk of the Client. In such cases, the Client remains under obligation to pay the full fee.

#### **Article 22 Supplementary Safety, Exhibition and Environmental Provisions**

1. Should decorations be brought into the rented premises for an event, stages, galleries or scenery be used, or stage, studio or lighting technology or other technical installations be set up, the

Safety Regulations of Messe Berlin must be strictly adhered to. The Safety Regulations will be annexed to this contract insofar as the construction or use of such installations can be expected when the contract is concluded. In other cases, the Client may request the Safety Regulations at any time.

2. Where exhibitions are to accompany the event and exhibition stands are to be erected, the Exhibition Regulations of Messe Berlin shall also apply. The Client undertakes to make these conditions binding on its exhibitors (clients). The Client may also request these documents at any time.

#### **Article 23 Data Collection, Processing and Utilization**

1. Messe Berlin shall surrender to its Clients the rooms and areas indicated in the contract for the holding of trade fairs, congresses, conferences, exhibitions, sporting and cultural events or other kinds of events. Personal data sent to us will be collected, processed and utilized to fulfil the business purposes agreed in the contract.

2. In addition, Messe Berlin will use the data to inform its clients before and after an event, and, provided that the client has given his express consent, shall also use the data for the purposes of market research and opinion polls, for merchandising associated with an event and to compare data within the Messe Berlin group companies.

3. Clients are free to stipulate, in the contract or at any time afterwards, that their personal data may not (or no longer) be used for promotional material for the purposes of Messe Berlin or other purposes.

#### **Article 24 Final Provisions and Place of Jurisdiction**

1. Place of performance for all claims arising from the contract is Berlin.

2. German law shall apply.

3. Should the Client be an entrepreneur or have no general place of jurisdiction in Germany, all disputes arising from this contract or in connection with this contract shall be settled in Berlin.

4. Should individual clauses of these Standard Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected. In this case, the invalid provision shall be amended so that it fulfils its originally intended purpose.

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January 2016, Messe Berlin GmbH