

General Terms and Conditions for Event Organisers of Koelnmesse Ausstellungen GmbH

1. Scope

1.1 These General Terms and Conditions for Event Organisers apply to all contracts with Koelnmesse Ausstellungen GmbH ("Kma") for the management of hosted events – trade fairs, exhibitions and other events – in the halls and on the site of Koelnmesse GmbH. They also apply to all future contractual relationships unless they are superseded by a more recent updated version.

1.2 In addition to these General Terms and Conditions for Event Organisers, all contracts with Kma are also subject to the "Technical Guidelines" issued by Koelnmesse GmbH;

1.3 Any additional or conflicting contractual provisions of the Organiser will only apply if Kma has explicitly acknowledged them in writing. If any differing agreements are reached with the Organiser in the contract or in an annex to the contract, these agreements will always take precedence over the corresponding provisions within these Terms and Conditions.

1.4 The Organiser must ensure that these General Terms and Conditions for Event Organisers and all other provisions affecting the contractual relationship, particularly the Technical Guidelines, are complied with by all persons and companies tasked with planning or running the event.

2. Establishment of the contractual relationship; additions to the contract

2.1 All contracts with Kma must be drawn up in writing and signed by both parties in order to be effective.

2.2 If Kma sends the Organiser copies of a draft contract which are not yet signed, the contract will only come into effect when the Organiser signs two copies, returns them to Kma and then receives a copy countersigned by Kma in return. The dispatch of unsigned copies of contracts never constitutes a legally binding offer by Kma.

2.3 If additions or changes to the contract are agreed in the course of performance, the requirement for the written form will be satisfied if the declaration in question is sent in electronic form or by fax and confirmed by the other side. Oral requests must be confirmed by the Organiser immediately in writing.

3. Subject-matter of the contract; changes to the event

3.1 The event concept agreed between the Organiser and Kma, and the title and content of the event, form the basis for the decision to enter into a contract. All rights of the Organiser arising from the contract are therefore granted for the event concept communicated by the Organiser before or at the time of contract signature. Any subsequent changes that have a significant effect on the concept, the exhibition contents or the character of the planned event are subject to the prior written consent of Kma. Consent may only be given if the interests of Kma and Koelnmesse GmbH with regard to existing or planned events are not adversely affected.

3.2 Any sub-letting, re-letting, transfer or assignment to third parties of rights arising from the contractual relationship also requires the prior written consent of Kma. This also applies to any transfer of the Organiser's company to a third party which is in direct competition with Kma or Koelnmesse GmbH and their events. Consent may only be given if the interests of Kma and Koelnmesse GmbH with regard to existing or planned events are not adversely affected. The provision of display spaces to exhibitors and other partici-

pants in the event, for a charge or otherwise, is exempt from the requirement for consent.

3.3 The halls, rooms and other areas specified in the contract will be provided on the basis of existing, officially approved hall layouts and approved evacuation routes and seating plans, which the Organiser can view at any time at Kma's offices and which will be sent to him in file form on request.

3.4 Any differences from the officially approved hall layouts and approved evacuations routes and seating plans are subject to prior approval by the competent authority. Kma will apply for the necessary approvals, including drawing up the necessary statements, on the basis of the relevant written information and planning documents from the Organiser. The Organiser must present the information and documents required for the application in good time, and no later than 3 months before the start of the event. The duration and costs of approval procedures, the risk associated with the eligibility of special uses and with any differences will be borne by the Organiser alone. The Organiser cannot derive any claims from the refusal to grant approval, and in particular cannot claim any right of withdrawal from the contract or any reduction in rent.

3.5 Up to 6 months before the start of the event, Kma may allocate alternative facilities to the Organiser in place of the halls, rooms and other areas specified in the rental contract, if this contributes to a more effective utilisation of the halls. This will apply particularly where the occupancy rate falls below 50% of the gross exhibition spaces in the halls. The allocation of the entrance area must be modified accordingly. The effectiveness of the contract will be otherwise unaffected. The Organiser will have no claim to any reduction or compensation in this case.

3.6 The Organiser will receive a limited right of use with respect to general communication areas (central boulevard, feeder levels, hallways, etc.), toilets, cloakrooms, car parks and the contractually stipulated entrance area. In particular, the Organiser must allow for the shared use of these areas by other event organisers/lessees.

3.7 Pillars, projections, drain pipes, radiators and other fixtures in or on the exhibition halls count as part of the rented hall space. This does not apply to hall ceilings, the outer wall areas of the building and ceilings and wall areas outside the rental object, particularly in the general communication areas and the entrance areas.

4. Handover, acceptance, return

4.1 When the subject-matter of the contract is handed over, either party may demand a joint viewing and inspection of the rental object, including the technical facilities, emergency exits and evacuation routes. If the Organiser identifies any defects or damage to the subject-matter of the contract, these must be notified to Kma immediately in writing. Both sides may request the production of a handover log, detailing the condition of the object and any defects or damage. If no handover log is produced, it must be assumed that no detectable defects are present at the time of handover.

4.2 Well before the start of the event (generally on the last day of construction), the buildings inspectorate and the fire service will conduct a joint inspection to review the event plans, the trade fair and exhibition stands and the other equipment, structures and hanging objects. The purpose of the inspection is particularly to ensure compliance with the

General Terms and Conditions for Event Organisers of Koelnmesse Ausstellungen GmbH

approved "evacuation routes and seating plans" and the "Technical Guidelines". Depending on the type and size of the event and/or the exhibition stands, there may be an additional inspection of the electrical connections to the exhibition stands by the technical inspection authority (TÜV or DEKRA) and of the safety of the stand and hanging objects by a structural engineer engaged for the purpose. The inspections will be requested by Kma on the basis of the relevant written information and planning documents from the Organiser. The dates for the inspections will be scheduled by Kma with the bodies concerned. The Organiser will be informed of the dates and must appoint an authorised person empowered to issue instructions for the event (generally the event manager). The Organiser's responsibility for the safety of the event and for compliance with the Technical Guidelines is unaffected by this.

4.3 All differences and defects found in the inspection must be rectified no later than the start of the event. The Organiser has a duty to monitor the exhibitors. Kma, the buildings inspectorate and the fire service will carry out spot-checks to confirm that any identified defects have been remedied. Any defects that are not remedied may result in the event being restricted or refused.

4.4. All objects and materials brought in during the period of use (stands, structures, decorations etc.) must be completely removed on the agreed end-date and the area restored to its original state. At the end of the period of use, these objects may be removed at the expense of the Organiser. Any implicit extension of the contractual term by way of continued use after the end of the agreed term is expressly excluded.

5. Charges, payment

5.1 The contractually agreed charges and payment periods are set out in Section 2 of the contract. All prices are subject to statutory value-added tax.

5.2 Where its own costs rise as a result of increased production, delivery and salary costs, energy costs, fees, taxes and other public charges at the event location, Kma may increase the prices charged to cover the increased costs. The maximum possible increase to the individual prices in the period between contract signature and the holding of the event is limited to 5% if the period exceeds 9 months, 7.5% for more than 18 months and 10% for more than 24 months.

5.3 Payments must be made without deduction to a bank account of KMA indicated on the invoice. Invoices may be presented electronically as PDF files in accordance with Article 233(1) sentence 2 of the Common VAT System Directive (2006/112/EC).

5.4 Any objections to invoices must be raised with Kma in writing within a time limit of 14 days from receipt of the invoice.

5.5 In the event of late payment or other default on payment, Kma's claims will be determined by Section 288 of the German Civil Code (BGB).

6. Setoff and withholding rights

The Organiser will only be entitled to set off or withhold payments to Kma if its counterclaims have been established in law, are undisputed or are recognised by Kma.

7. Advertising, exploitation rights

7.1 Advertising space in the area of the Koelnmesse GmbH site may only be rented through Kma.

7.2 The Organiser will be provided with prominently placed display and advertising spaces and modern, eye-catching advertising tools for use both in and around the trade fair site. The prices for renting advertising space will be sent to the Organiser with separate details for him to view and order. The Organiser will be free to market the advertising spaces within his group of exhibitors and sell them on according to his own price calculation. All mounting and dismantling work for these advertising spaces must be carried out exclusively by Kma.

7.3 The use of the hall ceilings, the outer wall areas of the building and ceilings and wall areas outside the rental object, particularly in the general communication areas and the entrance areas, for advertising purposes is subject to the prior written consent of the Lessor.

7.4 Protected trademarks of Kma and companies associated with Kma (incl. figurative marks for the individual event locations) may not be reproduced without the prior written approval of the relevant trade mark owner.

7.5 The type and content of the advertising for the event is otherwise a matter for the Organiser alone and is his responsibility.

7.6 The parties undertake to make it clear and unambiguous in all their advertising activities, particularly in all publications and discussions, that the Lessee and not Kma is the Organiser of the event in question. This must be made clear on all printed matter, posters, admission tickets, invitations etc.

7.7 Prompt notification of works registered with GEMA (the German performing rights organisation) and the timely payment of GEMA fees are the sole responsibility of the Organiser. This also applies to obligations towards other collecting societies. Kma may provide GEMA with information on the person of the Organiser and the nature and timing of the event.

8. Management, services

8.1 The management and provision of the Koelnmesse GmbH site in the areas of

- catering
- traffic control and car park management
- installation and operation of telephone lines
- general hall security/inspection
- stand security
- medical and emergency services
- cloakroom services
- electrical and sanitary installations
- acceptance testing by experts (e.g. electrical installations, structures)
- hanging objects
- waste disposal
- cleaning of halls and outdoor areas
- stewarding

will be based on existing framework agreements and handled exclusively by qualified service partners of Koelnmesse GmbH. The Organiser may not provide these services or have them provided by his own service providers. He must

General Terms and Conditions for Event Organisers of Koelnmesse Ausstellungen GmbH

use the service partners of Koelnmesse GmbH. Orders for these services must be placed via Kma at the expense of the Organiser.

8.2 There are further framework agreements with service partners covering the Cologne trade fair site, particularly for the following services:

- signage including production of the signs
- exhibition transport services
- carpentry work
- system stand and partition construction and dismantling
- painting work
- carpeting
- stand signage
- furniture rental
- refrigerator rental
- floral decorations
- sound engineering
- entry checks, hostesses
- ticket staff.

Orders for these services must be placed via Kma on specified conditions.

8.3 Kma may lay down the following binding quality standards for design work:

- Design of the internal and external signage in compliance with the current version of the design guidelines for the Koelnmesse GmbH signposting and information system.
- Use of dynamic displays for traffic management activities
- Use of defined taxi ranks.

8.4 Items of mail for exhibitors may be sent by post provided that the address also includes the name of the event and the hall and stand number. It is advisable to discuss this with Deutsche Post AG.

9. Special duties of the Organiser

The special duties of the Organiser under clauses 9.1 to 9.7 are cardinal obligations, and failure to meet them may result in the event being restricted or refused.

9.1 Compliance with statutory provisions

The Organiser is personally responsible for compliance with all statutory provisions relating to his event, obtaining approvals and providing official notifications, unless stipulated otherwise in the contract or in the contractual conditions. Under industrial law, trade fairs and exhibitions must be scheduled by the Organiser pursuant to Sections 64 and 65 in conjunction with Section 69 of the German Industrial Code (GewO).

9.2 Safety plan

Where necessary to the security of the event, the Organiser must draw up a specific security plan by official order and at the request of Kma, as defined in Section 43 of the Special Building Ordinance (SBauVO), and agree this with the authorities and Kma. The costs and risk associated with eligibility will be borne by the Organiser. For every event, the Organiser must complete a data sheet defined by Kma for the purpose of a safety assessment of the event, sign it in a legally binding manner, and present it to Kma for review no later than three weeks before the start of construction.

Additional security and fire safety requirements for an event may be imposed by the planning authorities, the police, the fire services and Kma, where the nature or scope of the planned event entail increased risks to persons and property.

9.3 Responsibility for the safe running of the event / safe circulation

The Organiser is responsible for the whole event programme and the safe and smooth running of the event. He will be responsible for safe circulation within the rental object with regard to stands, fixtures, decorations, structures, plinths, hanging objects, cables and technical equipment brought in by himself or his exhibitors, for the duration of their use. With respect to all objects and materials brought in, he must comply with the requirements of the Special Building Ordinance (SBauVO) and the "Technical Guidelines" (annexed to the contract), and for compliance with them by his exhibitors. In particular this includes making contractual provision for compliance by his exhibitors and event participants with the Technical Guidelines including the house rules and the provisions of the Kma service pack, and monitoring compliance on-site.

The Organiser will also assume responsibility for safe circulation on paths and areas within the event site provided. Any costs incurred for snow clearing and gritting during the event will be borne by the Organiser.

9.4 Fire marshals, medical and emergency services

Kma will arrange for the appointment of fire marshals and the medical and emergency services on the basis of the security plan, at the expense of the Organiser. The scope of these services (number of assistants and their equipment) will depend on the type of event, the expected number of visitors, the event-specific risks and the official stipulations in any given case. The costs incurred through the absence of these services will be borne by the Organiser.

9.5 Stewarding, security

Only qualified staff of the service partners of Koelnmesse GmbH who are sufficiently familiar with the venue, including where it is necessary to evacuate it, may be deployed as stewards. The number of stewards needed will be determined by the type of event, the expected number of visitors, potential event-specific risks and any additional requirements from the planning authorities and the police, and must be specified to the Lessee on a binding basis. The security and stewarding staff will be subject in particular to the requirements laid down in the SBauVO. Kma will arrange for the appointment of stewards at the expense of the Organiser. The Organiser will be informed of the likely costs in the ancillary cost proposal (or where there is none, on request), and billed for the final amount.

The stewarding services do not include guarding the rented halls and exhibition stands. Halls and exhibition stands will be guarded by qualified security staff at the request and at the expense of the Organiser and/or his exhibitors. Only qualified staff of the service partners of Koelnmesse GmbH may be deployed for security.

9.6 Event manager pursuant to Section 38(2) and (5) SBauVO

The Organiser must appoint an event manager pursuant to Section 38(2) and (5) SBauVO and inform Kma of this in writing in good time before the event. The event manager must take part in the viewings and inspections provided for

General Terms and Conditions for Event Organisers of Koelnmesse Ausstellungen GmbH

in Section 4. He will be briefed by Kma on the processes and facilities relevant to the safety of the event and must attend the safety meetings. The event manager must be present during the running of the event, must be reachable at all times and must take any necessary decisions in consultation with Kma, the authorities and external bodies (particularly the fire service, the police, the planning office, the Office for Public Order and the medical and emergency services) (Section 38(3) and (45) SBauVO). The event manager must suspend the event if a danger to persons at the venue renders this necessary or operational rules are not complied with (Section 38(4) and (5) SBauVO). The event manager is also empowered to enforce the house rules along with Kma within the rented areas to the extent required for the safe running of the event. He has an obligation towards visitors to enforce the house rules and towards the exhibitors to enforce the Technical Guidelines.

9.7 Persons responsible for event equipment pursuant to Section 40 SBauVO

If special areas are set up as performance areas for the event, and stage, studio or lighting equipment for the event is installed on them, the Organiser must appoint the required number of "persons responsible for or experts in event equipment" pursuant to Section 40(2) to (5) at his own expense. These persons must be identified by name and proof of their qualifications presented to the Lessor.

9.8 Noise protection

The noise limits applicable to the exhibition grounds allow for the construction, dismantling and execution of events similar in nature to exhibitions or trade fairs. Kma and Koelnmesse GmbH will advise the exhibitors well before the events on whether their events may require an additional noise assessment in advance of the events.

The Organiser will ensure that the statutory required noise limits and/or the limits requested in the additional noise assessment are not exceeded beyond a permissible level for those living in the vicinity of the exhibition grounds. He must organise the construction and dismantling for his exhibitors and his event in a manner that prevents the limits from being exceeded.

If Kma or Koelnmesse GmbH ascertains that the permissible emission levels have been exceeded, it/they will be entitled to demand that the Organiser and his exhibitors immediately suspend the activities causing the noise. Any fines or resolutions on administrative offences will be at the Organiser's expense and the Organiser must compensate Koelnmesse GmbH or Kma in this regard.

9.9 Smoking ban

There will be a full smoking ban in the Koelnmesse GmbH exhibition halls during the events. The Organiser must enforce the smoking ban vis-à-vis his exhibitors, guests and any service companies he has commissioned. In the event that the ban is breached, he will take the required measures to prevent further breaches. Breaches against the law on the protection of non-smokers may lead to administrative offences. The Organiser must compensate Koelnmesse GmbH and Kma in this regard.

10. Liability of the Organiser

10.1 The Organiser will be liable to Kma for any damage caused by him, his agents, exhibitors, guests or other third parties in connection with the event.

10.2 The Organiser will indemnify Kma irrevocably against all claims arising from the fact that the event or the adver-

tising for the event infringes third party rights (particularly copyrights, image and naming, trade mark, competition and personal rights) or other statutory regulations. The indemnity also extends to all dunning, judicial and legal costs.

10.3 The Organiser will indemnify Kma and Koelnmesse GmbH, as the operator of the venue, against all claims from third parties asserted in connection with the event, where these are attributable to the Organiser, his agents, exhibitors, guests or visitors. This indemnity also extends to any official fines (e.g. for blocking escape routes) that may be imposed against the operator of the venue in connection with the event. The indemnity will not apply where material damage or financial loss was caused, wholly or partly, by grossly negligent or deliberate breach of an obligation or injury to persons was caused by a breach of an obligation by employees of Koelnmesse GmbH or Kma.

10.4 The Organiser is obliged, for his event, including the periods for built up and dismantling of the event to an organiser liability insurance with an adequate sum insured of at least

- EUR 10 million per claim for personal injury and material damage 2-fold maximized for all losses during the rental period
- EUR 1 million per claim for financial losses 2-fold maximized for all losses during the rental period

completed and demonstrated Kma by presenting the policy document.

11. Liability of Kma

11.1 Any no-fault liability on the part of Kma to pay compensation for initial defects in the object of the contract as handed over is excluded.

11.2 The charge may only be reduced in the event of material defects if Kma has been notified in writing of the intention to reduce the payment during the term of the lease.

11.3 Kma assumes no liability for the loss of objects, equipment, structures and other valuables brought in by the Organiser or by exhibitors and third parties, unless Kma has offered custody in return for payment. Express reference is made to the option to pay for hall and stand guards.

11.4 Kma accepts no liability for simple negligence, unless any cardinal contractual obligations have been breached.

11.5 In the event of breach of cardinal contractual obligations, the obligation upon Kma to pay compensation will be limited in cases of simple negligence to the average direct damage typical for the contract and foreseeable in light of the type of agreement.

11.6 Kma accepts no liability for damage caused by actions taken to maintain safety and order. If a misjudgement of risks causes the event to be restricted, refused or cancelled on the instructions of Kma, Kma will not be liable for cases of simple negligence.

11.7 Any claims to compensation for repairs or structural changes required to maintain and enhance the subject-matter of the contract, to avert hazards or rectify damage are excluded. The right to a reduction in agreed charges is unaffected by this.

General Terms and Conditions for Event Organisers of Koelnmesse Ausstellungen GmbH

11.8 Where liability is excluded or limited by the provisions of these Terms and Conditions, this will also apply to the agents of Kma.

11.9 The above exclusions and limitations of liability will not apply where features have been warranted or in the case of culpable injury to human life, body or health.

12. Withdrawal and extraordinary termination

12.1 Either party may only withdraw from the contract for good cause. For Kma, good cause may include

- breach of contractually agreed payment terms
- changes to the event concept as per Section 3 clause 3.1 without the consent of Kma
- unauthorised sub-letting
- lack of official permits and approvals for the event
- breach of official orders/approvals
- breach of statutory provisions affecting the safety of the event, particularly breaches of the SBauVO
- infringement of third-party rights by the event
- danger to public safety and order.
- initiation of insolvency proceedings with respect to the Lessee's assets or refusal of an application for insolvency proceedings for lack of assets and the provision of a sworn assurance of his financial situation by the Lessee.

12.2 If Kma exercises its right of withdrawal or extraordinary termination, it will retain its claim to payment of the agreed charges.

13. Force majeure

If the event cannot take place because of force majeure, each party will itself bear the costs incurred up to that point. If Kma has advanced funds to the Organiser to cover costs that were contractually payable, the Organiser must reimburse these costs. Bad weather, including ice, snow and high winds, do not fall within the definition of "force majeure".

14. House rules; exercise of right of enforcement

14.1 The house and site rules of Koelnmesse GmbH for the Cologne trade fair site will apply in all halls, rooms and outdoor areas of the trade fair site. These house rules are part of the Technical Guidelines (clause 1.1) and are displayed in the entrance areas to the trade fair site. The Organiser and his event manager must ensure that the house rules are complied with by exhibitors and visitors. They are entitled to enforce the house rules alongside Kma for the duration of the event.

14.2 Kma and the persons engaged by it are also empowered to enforce the house rules on the trade fair site alongside the Organiser and the event manager for the period of use. The persons engaged by Kma must be granted free access to all rooms and areas at all times in order to exercise their right to enforce the house rules.

14.3 In the event of breach of safety regulations and in situations of especial danger to persons, Kma may demand and enforce restrictions on the event and, where necessary, the evacuation of halls and other areas.

15. Data protection

To achieve the contractually agreed business purposes, the personal data passed to Kma will be collected, processed and used. Kma will also use the data to provide information to its event organisers before and after an event for related offers

and for data reconciliation within the business units of Koelnmesse GmbH. The Organiser may declare in the contract, or at any later time, that his data may in future no longer be used to pass on further information or for any other purpose.

16. Place of performance, venue, severance clause

16.1 The place of performance for all claims arising out of the contract is Cologne.

16.2 The laws of the Federal Republic of Germany will apply.

16.3 If the Organiser is an entrepreneur or has no general place of jurisdiction in the Federal Republic of Germany, Cologne is the agreed venue for all disputes arising out of or in connection with this contract.

16.4 If any individual clauses of these General Terms and Conditions should be or become invalid, this will not affect the validity of the remaining provisions of the contract. In this case, the invalid provision must be expanded or amended in such a way that it achieves its intended purpose.

July 2014