

Section 1 - Scope

1. These General Terms and Conditions (GTC) of Leipziger Messe GmbH (hereinafter referred to as LM) apply to all event agreements of which the object is the hosting of events in the rooms and on the premises of the LM. For contractors, persons acting for commercial purposes, legal person under public law, or special fund under public law, these GTC shall also apply to all future contractual relationships unless these terms should be replaced by sending a more recent version of these GTC.

2. Any additional or contradictory terms and conditions of contract of the customer will only apply if expressly accepted by LM in writing. Where deviating contractual arrangements or agreements are made with the customer, these will prevail over the respective provisions of these GTC.

Section 2 - Conclusion of the contractual relationship, Amendments

1. Any and all contracts or amendments concluded with LM must be made in writing to be effective.

2. This requirement for written form shall be deemed satisfied for additional purchase orders after contract conclusion if the respective statement is transmitted in writing (such as by means of electronic mail or fax) and confirmed accordingly.

Section 3 - Contracting parties, organizer, event manager

1. If the customer is not the organizer of the event (but rather an agent or similar), the name the organizer must be named in the contract, and the organizer must be informed of any and all primary and secondary contractual obligations. The customer will be responsible to LM for the fulfillment of all duties that the organizer may have under the contract. In such an instance, the organizer will be deemed a vicarious agent on behalf of and for the customer. The customer must accept the acts or representations of any persons commissioned or authorized by the organizer as if they were its own acts or representations, for or against it.

2. If the contract does not name any third party as the organizer, the customer shall be deemed to be the organizer and will be bound by the contractual obligations imposed on the organizer in accordance with these GTC and the "Safety regulations and requirements for events".

3. Permission to use rooms, floor space, or parts thereof by third parties for consideration or free of charge shall require the written consent of LM. Such consent will be deemed granted if the respective third party is named in the contract.

4. In the case of trade shows, exhibitions, trade exhibitions or specialist trade shows, permission for exhibitors (third parties) to use rooms or floor space will be deemed granted if the respective trade show or exhibition is named as such in the contract or in the service specifications.

5. Prior to the event, the organizer must submit to LM in writing the name of a person authorized by it to manage the event. This person must assume the function and task of event manager in accordance with the German Regulations on Places of Assembly (Verordnung über den Bau und Betrieb von Versammlungsstätten - hereinafter referred to as VStättV) for and on behalf of the organizer.

6. If any of the obligations or duties arising from said Regulations are not duly performed by the contracting party and the organizer, this may result in the event being subject to restrictions or cancellation.

Section 4 - Object / Planning layout of floor space

1. Permission to use the assembly rooms or floor spaces designated in the contract (object of the contract) will be granted based on the existing escape routes and seating plans as approved by the competent authorities and on the number of attendees as specified by the organizer for the designated intended usage.

2. Changes to the object of the contract, including changes to escape routes or seating plans as a result of superstructures or installations, may only be made subject to written consent of LM and after submission of any necessary official approvals from competent authorities.

3. The customer undertakes to submit to LM its specific plans regarding the layout no later than four (4) weeks prior to the event.

4. The duration and cost of approval or permission procedures, the risk of obtaining permits for special uses or deviations from existing escape routes or seating plans will be at the sole risk of the customer.

Section 5 - Handover, Acceptance, Utilization periods

1. Upon permission to use the object of the contract, both parties may request to jointly visit and inspect the premises, including its technical equipment or facilities, emergency exits and escape routes. If LM requires the customer to nominate an event manager, he or she must attend the above visit and inspection and familiarize him- or herself with the venue during such a visit and inspection. If the customer detects any deficiencies in or damage to the object of the contract, this must be reported to LM in writing without any undue delay. Both parties may request that a record of the handover be drafted describing the current condition of the object and any deficiencies or damage detected therein. If formal documentation of the handover is waived, it will be assumed that both parties did not detect any visible or obvious deficiencies at the time of handover.

2. Prior to the event (generally on the day before the event), there will be an acceptance inspection of the event schedule, the booths or exhibition stands, and any other equipment or facilities. The purpose of this acceptance inspection is to confirm compliance with the approved "Escape routes and seating plans", the "Technical guidelines" and the "Safety regulations and requirements for events" as laid down by LM. The event manager will be obligated to attend said acceptance inspection.

3. Any deviations or deficiencies detected within the scope and limits of the acceptance inspection shall be eliminated or corrected prior to the commencement of the event. The customer will be duty bound to check said elimination or correction in relation to its contracting partners (exhibitors, service contractors or similar). LM, the building authorities, and fire department will perform random checks regarding the elimination or correction of the detected deficiencies. Any deficiencies that go unrectified or are not eliminated may result in restrictions to or cancellation of the event.

4. Times for loading or unloading in the delivery zones, as well as arrangements for arrival or departure, shall be specified by LM.

5. Any objects brought by the customer, any superstructures or decorations must be completely removed by the customer by the agreed end of the period for dismantling. The venue must be restored to its original condition. After the event, said objects may be removed at the customer's charge. If the object of the contract is not returned in a cleared-out condition in a timely manner, the customer shall, in all cases, pay reasonable compensation for use equivalent to the usage fee. The assertion of other claims due to late return of the object of the contract will remain unprejudiced.

Section 6 - Consideration

1. For the preliminary agreed consideration, please refer to Appendix 1 hereto. Contractual remuneration will be based on the respective state of event planning. Whenever the status of the event planning changes, this will result in an update and submission of the updated schedule of services and costs to the customer.

2. All payments shall be due in advance within eight (8) days from the date of the invoice unless otherwise stipulated in the invoice.

3. All payments will be due for payment in full, without deductions, into one of the accounts held by LM as shown on the invoice.

4. Complaints with regard to an invoice must be raised within the term of preclusion, meaning fourteen (14) days from receipt of the invoice, and such complaints must be submitted to LM in writing.

5. If payment is made after maturity, or in the event of late payment for other reasons, LM shall be entitled to assert claims in accordance with Section 288 of the German Civil Code (BGB).

Section 7 - Advertising and liability for unlawful advertising efforts

1. Advertising for the event will be the responsibility of the customer. Advertising efforts for and on the object of the contract will require the prior written consent of LM, and may only be implemented by a contractor duly authorized by LM. Unless the customer objects, LM will be authorized to mention the event in its program of events and on the Web.

2. LM will be entitled, without any restriction and without prior notification, to place advertisements of any type at and on the building for its own or third party purposes. On no account will this require consent from the customer. Existing advertising surfaces may only be covered or removed with the consent of LM. Where LM consents to the removal of any advertising surfaces, any and all costs incurred by removal or reinstallation of said surfaces must be borne by the customer.

3. The customer will irrevocably indemnify LM against any and all claims that may be asserted because the event or advertising violates any third-party rights (specifically copyrights, picture copyrights or rights to names, trademark rights, competition rights, personal rights) or other pertinent statutory provisions. This obligation to indemnify shall also cover any and all dunning costs, legal fees or prosecution costs incurred in the process.

4. The customer's name must be placed on all printed matter, posters, tickets, invitations and suchlike to show that a legal relationship has been exclusively formed between the customer and the visitor only, but not between the visitor and LM.

5. For all advertising efforts, and more specifically publications or meetings with third parties, the customer will be obligated to clearly and unmistakably point out that the event is hosted by the customer, not by LM.

6. Whenever the convention center name, Leipziger Messe, is mentioned in any type of announcements (including on the Web), on printed matter, posters or tickets, exclusively the original lettering and original logo shall be used. The respective artwork will be provided by LM exclusively for that purpose.

Section 8 - GEMA royalties and fees

The timely registration of any works subject to GEMA royalties or fees with GEMA and timely payment of GEMA royalties or fees will be the sole obligation and responsibility of the customer. LM may request the customer, in due time prior to the event, to submit evidence in writing that the event has been duly registered with GEMA, that applicable GEMA royalties or fees have been duly paid and/or that GEMA has issued an invoice to that purpose to the customer. If the customer is not in a position or is not prepared to submit said evidence according to Sentence 1 hereof, LM will be entitled to request a payment bond in the amount of the GEMA royalties or fees likely to occur.

Section 9 - Making sound, synchronized sound or picture recordings

1. Synchronized sound or video recordings, as well as recordings or transmission of the event in any format or manner whatsoever (via radio, TV, Internet, PA system or similar), will only be permitted subject to the

consent of any parties entitled to copyright protection or property protection and from LM.

2. Unless the customer objects, LM will be entitled to make picture and sound recordings, as well as drawings of the event or of objects used or on exhibit, for purposes of documentation or for its own publications.

Section 10 - Catering, Merchandising

1. Only LM or catering contractors bound by contract with LM shall be entitled to provide catering services. Fairgourmet has the sole right to provide catering services at LM. The customer will not be entitled to offer food, drink or similar services.

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Section 11 - Cloak rooms

1. The customer will be entitled to use the existing cloak rooms free of charge for purposes of the event. Personnel to operate the cloak rooms will be provided by LM as an additional service for consideration. The customer will decide whether the cloak rooms will be used by visitors free of charge or in return for payment. If visitors are permitted to leave their coats and belongings on a self-pay basis, the event organizer shall bear any personnel costs not covered by the cash receipts from the cloak room.

2. If there is no request to man the cloak rooms, LM will not assume any duty of care or safekeeping for any attire or objects placed or left in the cloak rooms. In this case, the customer shall bear the risk of liability for lost attire or objects (such as suitcases or similar) of its visitors.

Section 12 - Fire department, police, ambulance or medical services, Security services

The fire department, police, ambulance or medical services or security services will be notified by LM in accordance with the type and scope of the event. The scope of said services (the number of persons to be made available) will be a function of the nature or type of the event, the number of visitors, specific risks and regulatory requirements on a case-by-case basis. Any costs incurred through the presence or operation of said services shall be borne by the customer. Where possible, estimated costs will be specified as early as upon formation of the contract.

Section 13 - Stage equipment and event engineering

For safety reasons, connections to the lighting installation, water mains or power mains, suspended ceilings or wall coverings in the rooms, more specifically the operation of lifting platforms, the installation of utilities, including wireless radio systems (WLAN), may only be provided by LM or by duly qualified service providers approved by LM. Required services will be provided at usual market prices charged to the account of the customer. Where possible, estimated costs will be specified as early as upon formation of the contract.

Section 14 - Persons in charge of stage equipment or event engineering

If stage equipment, studio equipment or lighting installations are to be set up for the event, the customer shall provide the required number of persons in charge according to Section 40 VStättV ("Verantwortliche für Veranstaltungstechnik bzw. Fachkräfte für Veranstaltungstechnik"). Duly qualified persons may be provided by LM upon request and charged to the account of the customer.

Section 15 - Customer's liability

1. The customer will be held liable by LM for any damage caused by itself, its vicarious agents or assistants, by exhibitors, guests or any other third parties in connection with the event.

2. The customer shall indemnify LM and keep LM indemnified against any and all third-party claims asserted in connection with the event whenever itself, its vicarious agents or assistants, exhibitors, guests or visitors are responsible for the same. This indemnity bond will cover any and all administrative fines (such as for disturbance of the peace, blocking of

escape routes or similar) that may be imposed on LM as the facility operator of the venue in connection with the event. The indemnity bond will not apply in cases where the damage or loss was caused (or contributed to) through gross negligence or intent or, in case of personal injuries, through breach of duty on the part of employees of LM.

3. From the commencement of the contract, the customer will be under an obligation to cover its third-party liability in relation to LM through procuring an appropriate insurance cover, to maintain such insurance cover and to provide evidence of the same upon reasonable request.

Section 16 - Liability of LM

1. Strict liability of LM for damages for initial defects on the object of contract provided hereunder will be excluded.

2. Reduction of payment for material defects will only come into consideration if the intention to reduce the amount has been brought to the attention of LM during the period of use.

3. Liability on the part of LM for ordinary negligence will be excluded insofar as no material contractual obligations have been violated.

4. For violation of material contractual obligations, the duty of LM to compensate for damage in instances of ordinary negligence will be limited to the average damage that is usually reasonably foreseeable at the time of concluding the contract.

5. LM will not accept liability for any damage caused by any measures or precautions taken by it for the sake of maintaining security and order. If the event is subject to restrictions, is canceled or discontinued due to an error of judgment with regard to risks at the behest of LM, LM will not accept liability for instances of ordinary negligence.

6. Claims for damages due to repairs or structural modifications required to maintain or fit out the object of contract, to avert danger or to eliminate or remedy damage will be excluded. The right to reduce agreed fees will remain unprejudiced.

7. Insofar as liability is excluded or limited according to these GTC, this will also apply to any vicarious agents or assistants of LM accordingly.

8. The above exclusions or restrictions of liability will not apply in instances of warranty of quality or culpable injury of life, limb or health of persons.

Section 17 - Cancellation of the event

1. If the customer does not proceed with the event for some reason for which LM is not to be held responsible, or if the customer wishes to postpone the event, LM will be entitled, at its discretion, to charge liquidated damages instead of a calculated compensation. In such an instance, the customer will be under an obligation to pay the following liquidated damages in relation to the agreed fees:

- up to eighteen (18) months prior to the beginning of the event = twenty-five percent (25%),
- up to six (6) months prior to the beginning of the event = fifty percent (50%),
- up to three (3) months prior to the beginning of the event = seventy-five percent (75%), and
- after that = one hundred percent (100%).

These liquidated damages will be applied accordingly in instances where the floor space or room size is reduced, the event is partially canceled or is postponed. Cancellation on the part of the customer must be submitted in writing.

2. The customer will be entitled to demonstrate and furnish evidence that LM does not suffer any damage or only a lesser loss.

Section 18 - Withdrawal / Termination

1. In the event material contractual obligations have been breached and a deadline has been set and passed without appropriate response and warning of non-performance has been given, LM shall be entitled to withdraw from the contract, specifically in the following instances:

- violation of agreed duties of payment,
- change of the intended usage without obtaining consent from LM,
- non-availability of official licenses or permits,
- violation of regulatory requirements / permits,
- violation of safety or security regulations,
- violation of third-party rights caused by the event, and
- breach of public safety and order.

2. If LM exercises its right of withdrawal or termination according to (1) above, it will still retain the claim to the agreed liquidated damages according to § 17 hereof. However, LM must allow savings in expenditure to be set off against said liquidated damages.

3. If the customer of LM is an agency, LM and the agency will both have a special right of termination in instances where the purchaser of the agency terminates or withdraws the purchase order from the agency. This special right of termination may only be exercised if the purchaser of the agency fully assumes all the rights and obligations from the existing contract with LM and provides adequate security to LM upon reasonable request.

Section 19 - Force Majeure

If the event cannot take place due to events or occurrences of Force Majeure, each contracting party will bear its own costs incurred up to that point. If LM has made advance payments on behalf of the customer and if such payments would have to be compensated under the contract, the customer will be under an obligation to compensate the respective costs in all cases. Absence of individual artists, late appearance of one participant or of several participants as well as inclement weather including snow, ice or gale will not qualify as events or occurrences of "Force Majeure".

Section 20 - Building regulations, Exercise of householder's rights

1. The regulations applying to LM will be effective with respect to all the rooms of the LM. The customer shall ensure implementation of and compliance with the building regulations in respect to exhibitors, visitors, employees, vicarious agents and assistants. The building regulations will be sent to the customer upon request.

2. The customer and the event manager will be under an obligation to procure the due and safe or secure implementation of the event.

3. LM and its commissioned persons will still have householder's rights in relation to the customer, its visitors or third parties during the period of use.

4. Persons commissioned by LM shall be granted, at any times, free admission to all rooms or floor spaces within the scope and limits of exercising householder's rights.

Section 21 - Discontinuation of events

In instances of violation of material contractual obligations or safety-related regulations, or if there are any specific situations of danger, LM may request the customer to clear and surrender the object of the contract with immediate effect. If the customer does not comply with said request, LM will be entitled to have the object cleared at the customer's cost and risk. In such an instance, the customer will still be under an obligation to pay the full contract price.

Section 22 - Safety or security regulations for events

The customer will be under an obligation to duly observe and comply with any relevant safety or security regulations for events, to pass the same on to its exhibitors or hired contractors without restriction and to check

compliance by the latter with said regulations.

Section 23 - Data collection / Data processing and data usage

1. The personal data disclosed to LM will be collected, processed and used for the purpose of performing the agreed business objectives.
2. In addition, LM will use said data for the purposes of information of its customers before and after an event with regard to subsequent events, for offers accompanying the event, and for purposes of data collation within LM.
3. Upon reasonable request, service providers for services connected with the event will receive from LM data regarding exhibitors and customers for the purpose of rendering services or preparing proposals.
4. It will be within the customer's discretion to state, in the contract or thereafter at any time, for which purposes personal data shall no longer be used in the future.

Section 24 - Right to set-off and right of retention

The customer will only have rights to set-off and of retention in relation to LM if its counterclaims have been determined by a court of law, are undisputed or have been accepted by LM.

Section 25 - Place of performance, Legal venue, Severability clause

1. The place of performance for all claims arising from this contract will be Leipzig, Germany.
2. This contract shall be governed by German law (the law of the Federal Republic of Germany).
3. Insofar as the customer is a businessman, legal person under public law, or special fund under public law, or does not have a domestic place of general jurisdiction in the Federal Republic of Germany, Leipzig, Germany is agreed as the legal venue for any and all disputes arising from or in connection with this contract. LM will be entitled to sue the customer before any competent court of jurisdiction at the discretion of LM.
4. Should any individual provision hereof be or become void or unenforceable, the validity of the remaining provisions shall remain unaffected. Any such void or ineffective provision shall be amended or substituted such that the original intention of the same will be achieved.

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