

Standard Terms and Conditions of Contract

Article 1 Scope

1. These Standard Terms and Conditions (STC) shall apply to the renting of rooms, halls and spaces (specified in the appendix) in the International Congress Centrum Berlin (hereinafter ICC). Further, these STC shall apply to the provision of event-related services and to the renting of mobile installations.

2. In relation to companies and persons carrying on business, the version of these STC valid at the time shall also apply to future contractual relationships. Additional or contradicting terms and conditions of our contract partners 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 Formation of the Contractual Relationship

1. All leasing and service contracts require the written form to be effective. They shall take effect once the Lessee has signed and returned the prepared contract to Messe Berlin in time for it to reach Messe Berlin within the period set out in the offer of contract. After this period Messe Berlin shall be entitled, but no longer obliged, to conclude the contract with the Lessee.

2. Reservations and options shall lapse at the latest on expiry of the period of acceptance indicated in the offer of contract.

3. Where supplementary services are commissioned within the framework of implementation of the contract, these commissions shall be made in writing. Verbal commissions shall be confirmed in writing without delay.

Article 3 Contract partners, Event Organizers, Persons in Charge of Events

1. The contractual partners are always Messe Berlin and the Lessee named in the contract. Where the Lessee is an agent or agency, the Lessee 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 Lessee shall be responsible for the fulfilment of all obligations incumbent on the organizer under this contract. In this case, the organizer is the vicarious agent of the Lessee. The Lessee must accept activities and declarations on the part of the organizer and any persons commissioned by the organizer as applying to or against himself.

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

2. Subletting of conference rooms, 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.

3. The organizer shall provide, in writing, at the request of Messe Berlin and at least six weeks before the event, the name of a person responsible for the event. This person shall perform the functions and duties of the persons in charge of an event as set out in Section 32 of the Berlin Regulation on the Operation of Building Facilities of 10 October 2007 (Berliner Verordnung über den Betrieb von baulichen Anlagen, published in the *Gesetz- und Verordnungsblatt*, p. 516) for the Lessee in accordance with these terms and conditions (cf. Clause 2.2 of the Safety Provisions).

Article 4 Subject-matter of the Contract

1. The halls and assembly rooms and areas of the Messe Berlin indicated in the contract are rented 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 Lessee.

2. The rented premises may be used for purposes other than those specifically agreed in the contract only with the prior, written consent of Messe Berlin. The Lessee undertakes to inform Messe Berlin in writing of any intention to change its use of the rented 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 prior written consent of Messe Berlin and on submission of any necessary official permits. The duration, costs and risks of permit application processes are entirely borne by the Lessee.

Article 5 Duration of Lease, Delivery, Times of Use

1. On delivery of the rented premises, the organizer undertakes to view the rented premises including its technical equipment, emergency exits and exit routes if Messe Berlin so demands. The person named to Messe



Berlin as the person in charge of the event shall attend the viewing and familiarize himself/herself with the venue in the course of the inspection. Should the Lessee or his/her designated person in charge discover defects or damage to the rented premises, these shall be recorded in writing and Messe Berlin informed without delay.

2. All items, structures and decorations brought in by the Lessee shall be removed without trace by the Lessee by the agreed completion of disassembly. After expiry of the term of the Lease, such items may be removed at the expense of the Lessee. If the rented premises are not cleared and returned punctually, the Lessee shall, in each case, pay compensation for loss of use commensurate with the rent. 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 Rental Charges, Additional Services and Ancillary Charges

1. The total payment owed includes the rental charges listed in the annex to this contract for the provision and delivery of the rented 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 Lessee 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 rental and ancillary charges will become 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 rental charges shall become due upon conclusion of the contract; six months before commencement of the event a further 25% of the rental charges; three months before commencement of the event the final 50% of the rental charges plus 50% of the ancillary charges; and one month before commencement of the event 50% of the remaining ancillary charges, and shall 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 rental charges shall become due upon conclusion of the contract; the remaining 50% of the rental charges plus 50% of the ancillary charges will become due three months before commencement of the event; and 50% of the remaining 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 rental charges plus 50% of the ancillary charges shall become due on conclusion of the contract, and 50% of the remaining 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 people carrying on a business, this will be at the rate of eight percentage points and for natural persons of 5 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 Admission Tickets for Concerts, Balls and Entertainment

Events

1. Admission tickets for an event can be supplied by our partner company MB Capital Services GmbH on the basis of an agreement to be concluded separately; a set of tickets may be ordered by the Lessee from one of the printers accepted by Messe Berlin and/or may be fed into an EDP-supported ticket distribution system. If the tickets are printed and distributed solely or partly by the Lessee, this must be as set out in the following sub-clause 3.

2. The number of tickets produced, printed and distributed must be restricted to the number of places available and permitted according to the seating plan or the buildings inspectorate permit. Admission tickets may not be distributed until the lease has been legally signed and the set of tickets approved by the Messe Berlin.

3. If tickets are printed and sold solely or partly by the Lessee, the Lessee shall undertake to submit to Messe Berlin for release the relevant proof (printing lists, records etc.) of the sellable places and tickets handed in. Messe Berlin shall have an unrestricted right of inspection and monitoring at all times.

4. When tickets first go on sale, the Lessee shall make available to Messe Berlin for its own use, free of charge, the following ticket allocation:

Hall 1 with balcony

Complimentary tickets

▪ Stalls, middle

Row 9	
red side	Seats 1 – 4
blue side	Seats 2 – 5
Row 10	
red side	Seat 1 – 4
blue side	Seats 2 – 5
Row 11	
red side	Seat 1 – 2
blue side	Seats 2 – 5

▪ Balcony

Row 1	
red side	Seats 1 – 4
blue side	Seats 2 – 5

Official tickets

▪ Balcony Side

Rows 1 – 3	
red side	5 seats each
Rows 1 – 3	
blue side	5 seats each

Hall 1 without balcony

Complimentary tickets

▪ Stalls, middle

Row 9	
red side	Seats 1 – 4
blue side	Seats 2 – 5
Row 10	
red side	Seats 1 – 4
blue side	Seats 2 – 5
Row 11	
red side	Seats 1 – 2
blue side	Seats 2 – 5

Official tickets

▪ Stalls, side

Row 9	
red side	Seats 1 – 5
blue side	Seats 1 – 5
Row 10	
red side	Seats 1 – 7

Hall 2

Complimentary tickets

▪ Grandstand, middle

Row 4	
red side	Seats 1 – 6
blue side	Seats 1 – 6
Row 5	
red side	Seats 1 – 6
blue side	Seats 1 – 6

Official tickets

▪ Grandstand, middle

Row 12	
red side	Seats 1 – 3
blue side	Seats 1 – 3

Article 8 Advertising Campaign

1. Advertising the event is the responsibility of the Lessee. 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 Lessee's expense. Messe Berlin shall be entitled to cite the event in its program of events and on the Internet unless the Lessee shall object.

2. The Lessee shall indemnify Messe Berlin irrevocably against any claims that arise because the event or advertising for the event violates the rights of third parties (in particular copyrights, image and name rights, brand rights, competition rights and moral rights) or other statutory regulations. The indemnity obligation shall also cover all cautions, court costs and legal expenses which might be incurred.

3. The organizer must be named on all printed matter, posters, admission tickets and invitations in order to make it clear that a legal relationship ensues only between the organizer and visitors, and not between visitors and Messe Berlin.

4. Mention of the name 'Messe Berlin' or mention of the name 'ICC' 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 models will be made available by Messe Berlin exclusively for this purpose.

Article 9 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 Lessee. Messe Berlin may demand that the Lessee 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 Lessee is unable or unwilling to produce evidence as specified in Clause 1 above, Messe Berlin may demand that the Lessee lodge security to the amount of prospective GEMA fees incurred.

Article 10 Production of Sound, Sound/Image and Image Recordings

1. Sound recordings, sound/image recordings, image recordings and other recordings and transmissions of the event of all kinds (radio, TV, Internet, loudspeaker etc.) require the written consent of Messe Berlin, as well as the prior consent of any involved copyright and service rights holders. Messe Berlin shall be entitled to make its consent dependent on an agreement to pay a fee for this Messe Berlin.

2. Messe Berlin shall have the right to make or cause to be made 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 Lessee, unless the Lessee shall object.

Article 11 Catering, Merchandising

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

2. The Lessee 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 12 Cloakrooms

1. The existing, permanently installed visitors' cloakrooms shall be available to the Lessee free of charge for the event. The necessary personnel required to look after the cloakrooms will be provided by Messe Berlin at the request of the Lessee. This is an additional service for which an extra charge will be made.

2. If no request is made for personnel to look after the cloakrooms, Messe Berlin will not assume any responsibility for the care and custody of items of clothing left in the cloakrooms. In this case, the Lessee bears the risk of liability for lost items of visitors' clothing.

3. If the Lessee does not make provisions for looking after the cloakrooms, Messe Berlin reserves the right to decide whether and to what extent the cloakrooms will be made available with supervision. If the cloakrooms are supervised by Messe Berlin, a cloakroom fee will be payable by visitors in

accordance with the rates displayed. In such a case, the fees received for use of the cloakrooms shall go exclusively to Messe Berlin.

Article 13 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 (numbers 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 Lessee shall bear the expenses ensuing from the presence and deployment of these services (§ 37 BetrVO).

Article 14 Stewards and authorized service personnel

1. Messe Berlin shall provide necessary stewards at the Lessee's expense. Admission staff and stewards must be qualified personnel sufficiently 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 lighting, water and power systems of Messe Berlin, suspensions in the halls and rooms, haulage operations in the exhibition grounds of Messe Berlin, 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 building of the venue may only be operated by Messe Berlin and its authorized, qualified service partners.

Article 15 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 Lessee's expense, in accordance with Section 34 of the Berlin Regulation on the Operation of Building Facilities (corresponding to Section 40 of the Sample Regulation on Meeting Places [Muster-Versammlungsstättenverordnung – MVStättV]).

Article 16 Lessee's Liability

1. The Lessee is liable to Messe Berlin for damages caused by the Lessee, persons employed in performing its obligations and vicarious agents, guests or visitors in connection with the event.

2. The Lessee shall indemnify Messe Berlin and the owner of the site against any claims by third parties arising in connection with the event, in so far as the Lessee, persons employed in performing its obligations and its vicarious agents or guests or visitors have 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 law for the protection of non-smokers), which may be levied on Messe Berlin as operator of the venue in connection with the event. The indemnity obligation shall not apply if the damage to property or financial loss was caused, or partly caused, through the gross negligence or wrongful intent, or in the case of harm to persons by negligence, on the part of vicarious or performance agents of Messe Berlin.

3. The Lessee shall undertake to submit a policy in favor of Messe Berlin for an organizer's liability insurance with sufficient cover, which shall amount to at least

2.5 million (in words: two million, five hundred thousand Euros) for injuries to persons

2.5 million (in words: two million, five hundred thousand Euros) for damage to property

500 thousand (in words: five hundred thousand Euros) for economic loss.

Article 17 Liability of Messe Berlin

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

2. A reduction in the rent because of defects to the rented premises will be considered only if Messe Berlin is notified of the intention to reduce rent payments during the period of the lease.

3. Liability on part of Messe Berlin for simple act 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 damage, which in the context of the agreement is 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 misjudgment of risks, Messe Berlin shall not be held liable in cases of simple negligence.

6. In so far as liability is excluded or limited by the provisions of these conditions of the lease, this shall apply also to any persons employed by Messe Berlin in performing its obligations and to its vicarious agents.

7. The afore-mentioned liability exclusions and restrictions shall not apply to culpable responsibility for injuries to life, person or health.

Article 18 Lapse of the Rental

1. If the Lessee fails to hold the event for reasons that are not the responsibility of Messe Berlin or if the Lessee wishes to postpone the event, Messe Berlin can opt to claim a flat rate from the Lessee instead of asserting a specific, calculated claim for compensation. In this case, the Lessee shall be obliged to pay at the following flat rates, based on the agreed rent and the other already agreed fees:

- In the event of cancellation or postponement up to 18 months or more prior to commencement of the event, 25% of the rental charges shall be invoiced.
- In the event of cancellation or postponement up to twelve months or more prior to commencement of the event, 50% of the rental charges shall be invoiced.
- In the event of cancellation or postponement up to six months or more prior to commencement of the event, 75% of the rental charges shall be invoiced.
- In the event of cancellation or postponement less than six months prior to commencement of the event, 100% of the rental charges shall be invoiced.

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

2. The Lessee 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 19 Cancellation/Termination

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 rates as set out in Clause 18. Messe Berlin must, however, take into account any expenses saved.

Article 20 Force Majeure

If the event cannot take place as a result of Acts of Nature, 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 Lessee which would have been repayable under the terms of the contract, the Lessee 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 21 House Rules, Exercising the Right of Owner to Undisturbed Possession

1. The House Rules of Messe Berlin apply in all halls, rooms and open spaces of the Messe Berlin and the ICC. The Lessee and its designated person in charge of the event are responsible for the implementation of and adherence to the House Rules by their visitors, employees, persons employed in performing their obligations and vicarious agents.

2. The event organizer and the person in charge of the event shall be obliged to ensure the orderly and safe conduct of the event within the rented assembly rooms.

Use of the rooms 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 commissioned by Messe Berlin shall continue to have, together with the Lessee and its designated person in charge of the event, householder's rights in relation to all persons while these persons are in the assembly rooms.

4. Within the context of the exercise of householder's rights, any person commissioned by Messe Berlin shall be allowed to access the rented premises freely at any time.

Article 22 Interruption of Events

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

Article 23 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, Exhibition and Environmental Provisions' of Messe Berlin must be strictly adhered to. The safety provisions will be annexed to this contract in so far as the construction or use of such installations is expected when the contract is concluded. Otherwise, the client may request the Safety Provisions at any time.

2. Where exhibitions in the exhibition halls of Messe Berlin are to accompany the event and exhibition stands are to be erected, the 'Technical Directives for Exhibitions' of Messe Berlin shall also apply. The Lessee undertakes to make these conditions binding on its exhibitors (clients).

Article 24 Data Collection, Processing and Utilization

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

2. In addition, Messe Berlin will use the data for the information of our Lessees before and after an event, for the purposes of market research and opinion polls, for advertising subsequent events, for merchandising associated with an event and to compare data among the Messe Berlin group companies. Messe Berlin's service providers for accompanying services will be given, on request, selected Lessee data to facilitate their service provision and to allow them to prepare offers.

3. Lessees are free to stipulate, in the contract or at any time afterwards, the purposes for which its data may no longer be used in future.

Article 25 Final Provisions and Place of Jurisdiction

1. The contractual relationship is governed exclusively by German law. Place of performance and place of jurisdiction is Berlin.

2. 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.

February 2008, Messe Berlin GmbH