

General Terms of Business by Popkomm GmbH

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1 Applications

1.1 Stand Applications

Applications to participate in a trade fair or exhibition (event) must be made using the form marked „Application Form“. This form should be completed carefully and should include a legally binding signature. The application is an irrevocable offer to enter into a contractual agreement with Popkomm GmbH, to which the exhibitor is committed until the commencement of the event.

1.2 Details of the Contract

The main sections of the contract are

- a) the Application Form,
- b) the Special Conditions of Participation,
- c) the Regulations as contained in the Exhibitors' Service Folder,
- d) the General Terms of Business.

Where there is conflict between these various regulations they shall apply in the order listed above.

1.3 Conclusion of the Contractual Regulations

By signing the stand application the exhibitor recognises as binding the Terms of Business and Conditions of

Participation, as well as the Regulations contained in the Exhibitors' Service Folder. He is responsible for ensuring that those persons employed by him during the event also comply with the terms of the contract in every respect.

2 Joint Exhibitors

If a number of exhibitors intend to hire a stand jointly, they must name one of their number in their application who will be authorised to negotiate with Popkomm GmbH on their behalf. The authorised party bears the same liability for any faults or cases of negligence on the part of those whom he is authorised to represent as he does for his own faults and negligence. The participating exhibitors are liable jointly and severally to Popkomm GmbH.

3 Conclusion of the Agreement

3.1 Confirmation of Participation

The decision whether to accept the offer will be made by Popkomm GmbH, who will then issue written confirmation (acceptance of the exhibitor and the exhibits for which application has been made).

3.2 Restrictions on the Exhibitor and Exhibits

If relevant grounds exist, and in particular if there is insufficient space, Popkomm GmbH may exclude individual exhibitors from participating, and may also limit the event to specific groups of exhibitors, if this becomes necessary in order to attain the objectives of the event. This also applies to exhibits.

3.3 Deviations from the Application

If Popkomm GmbH accepts the application for display space or for exhibits, subject to extensions, restrictions or other alterations, it is obliged to abide by this offer for a period of two weeks.

4 Allocation of Stands

4.1 Principle

In allocating the stand Popkomm GmbH will take into account the subject and the way in which a particular event is subdivided, as well as the space that is available. Popkomm GmbH will endeavour to meet specific requirements for stand locations wherever possible.

4.2 Changes to Adjoining Stands

The exhibit should accept that changes may take place in the situation on other stands at the beginning of the event, compared with the time at which initial acceptance was granted. No claims for damages by either party can be entertained.

4.3 Exchanging Stands or Transferring them to Third Persons

The allocated stand may not be exchanged for that of another exhibitor, nor may it be transferred either partially or completely to a third person unless agreement has been reached with Popkomm GmbH.

5 Exhibits

5.1 Removal, Exchange

Only the agreed exhibits may be displayed. Furthermore they may only be removed subject to the approval of Popkomm GmbH. Exhibits may only be replaced by other items if written agreement has been obtained from Popkomm GmbH, and replacement must take place at least one hour before the official daily opening time, or one hour after the official closing time.

5.2 Exclusions

Popkomm GmbH is entitled to demand that exhibits should be removed if these were not included in the stand hire contract, or if they subsequently prove to cause annoyance or danger, or are incompatible with the objectives of the event. In the event of non-compliance, Popkomm GmbH is entitled to have recourse to law in removing the exhibits at the exhibitor's expense.

5.3 Direct Sales

Unless expressly permitted, no items may be sold directly. If such approval is given the exhibits must be marked with clearly legible price tickets. It is the exhibitor's responsibility to obtain the necessary approval from the trading and health authorities, and to observe these regulations. The Exhibitors' Service Folder contains further details.

5.4 Protection of Copyrights and Patents

It is the responsibility of the exhibitor to ensure that copyrights and other industrial patents exist for his exhibits. A six month period of protection from the beginning of an exhibition for the protection of the inventions, samples and trademarks will only become effective if the Federal Minister of Justice has published the relevant announcement in the Bundesgesetzblatt (Federal Law Gazette).

6 Terms of Payment

6.1 Date when Payment becomes Due

The due date for payment of the stand rental is shown on the stand rental invoice/acceptance notice.

Please cite your invoice and account numbers when issuing payment.

If a larger space than that originally requested is subsequently Required and allocated, the additional charge shall be payable immediately on receipt of the invoice. Where no or only partial payment of the rental charge is made by the specified deadline and the exhibitor falls to issue payment even after a grace period has been granted. Popkomm GmbH shall be entitled, though not obligated, to dispose of the rented exhibit space at its own discretion.

The original lessee shall in any case remain responsible for payment of the rental charge, even if another exhibitor is relocated to the unoccupied space in order to fill the gap, or if the stand is occupied in some other way and the rental charge is not recovered from the new occupant.

6.2 Transfer of Claims, Offsetting Claims

Claims against Popkomm GmbH are not transferable. Claims may only be offset in the case of uncontested counter-claims or counter-claims which have been ruled valid.

6.3 Objections

Objections to invoices will only be considered if submitted to Popkomm GmbH in writing within 14 days following issue of the invoice.

6.4 Hirer's Rights of Lien

In order to secure any claims it may have, Popkomm GmbH shall be entitled to exercise its rights of lien as hirer, and to sell the items thus withheld as it wishes, following notification in writing. Popkomm GmbH is only liable for any damage to the items held in lien if such damage was caused maliciously or by gross negligence.

7 Liability / Insurance

7.1 For claims resulting from loss of life, physical injury or impairment to health, Popkomm GmbH is liable for intentional or negligent damages within the framework valid legal obligations. Subject to the provisions in the following letters 7.2 and 7.3, Popkomm GmbH, regardless of legal reason, can only be held liable for damages caused by willful misconduct or negligence by Popkomm GmbH, its lawful representatives, or executives.

7.2 For damages caused through willful misconduct or negligence by other employees, liability is limited to only those damages typically expected to occur within the guidelines of the present contract.

7.3 For damages neither caused through willful misconduct nor negligence by Popkomm GmbH, its lawful representatives or executives, Popkomm GmbH is only liable in case of a violation of duty which compliance is of particular importance to reach contract law (cardinal duty). In case of a violation of cardinal duty the limitation of liability according to letter 7.2 of this liability clause is active.

7.4 Strict liability of Popkomm GmbH for initial damages (warranty) is excluded.

7.5 The liability for absence of guaranteed characteristics or according to the law of product liability remains active.

7.6 Exhibitor insurance is recommended. Further details are included in the exhibitor insurance kit.

7.7 The limitations of liability specified in the letters 7.1 to 7.5 are apply equally to Messe Berlin GmbH.

8 Cancellation, Non-participation on the Part of the Exhibitor; withdrawal from the Contract by Popkomm GmbH

8.1 Cancellation, Non-participation on the Part of the Exhibitor

The full stand rental charge shall still be payable if the exhibitor cancels or fails to take part in the event without notification of cancellation. If the exhibitor cancels and another lessee can be found for the stand, Popkomm GmbH retains the right to demand 25% of the invoiced stand rental charge from the original lessee to cover costs. The full stand rental must be paid when Popkomm GmbH rents the agreed upon stand space, although the overall area is reduced as a result of the cancellation/non-participation. The lessee retains the right to submit evidence to prove that no such costs were incurred by Popkomm GmbH, or that they were lower than stated. The right to assert additional claims remains unaffected.

8.2 Withdrawal by Popkomm GmbH

Popkomm GmbH is entitled to withdraw under the following circumstances:

a) if the rental charge is not received in full at the latest by the date stated

in the invoice for participation costs and if the exhibitor does not pay before the expiry of any extension period that may be granted;

b) if the stand is not occupied in time, i.e. if it is not obviously occupied within 24 hours of the official opening;

c) if the exhibitor infringes domiciliary rights, and does not refrain from such actions even after being advised to do so;

d) if the registered exhibitor, as a private or corporate entity, no longer conforms to the requirements for granting acceptance, or if Popkomm GmbH subsequently becomes aware of any reasons which, had they been known before, would have excluded that person from participation. This applies in particular when bankruptcy or insolvency proceedings or composition proceedings have been instituted, or if the exhibitor becomes insolvent. Exhibitors are required to inform Popkomm GmbH immediately in such circumstances.

In that cases, referred to above, Popkomm GmbH is entitled to claim damages. No. 8.1 may be applied accordingly.

9 Force Majeure

9.1 Cancellation of the Event

If Popkomm GmbH is prevented from holding the event for reasons outside its own control or that of the exhibitor, all claims to the stand rental become void. However, Popkomm GmbH may still invoice the exhibitor for work carried out in the latter's instructions, to cover any expenses already incurred, if the exhibitor is unable to furnish evidence that the results of this work are of no interest to him.

9.2 Rescheduling of the Event

If Popkomm GmbH is in a position to hold the event at a later date it must notify exhibitors immediately. Exhibitors are entitled to cancel their participation in the event if it is rescheduled, provided such cancellation is given within one week following receipt of this notification. In such cases claims for payment of stand rental no longer apply.

9.3 For Events that have Already Commenced

If Popkomm GmbH is obliged to shorten or cancel an event that has already

begun, as a result of force majeure, exhibitors are not entitled to assert claims for repayment or for exemption from the stand rental charge.

10 Workers' and Exhibitors' Passes

10.1 Workers' Passes

Exhibitors will be supplied free of charge with passes for themselves and for any auxiliary staff employed during construction and dismantling. These will only be valid during construction and dismantling periods, and do not entitle the holders to enter the Exhibition Grounds during the event itself.

10.2 Exhibitors' Passes

Exhibitors will receive a limited number of special passes valid for the duration of the exhibition or fair, for use by themselves and their employees, and entitling them to admission free of charge. Additional details can be found in the Specific Conditions of Participation.

10.3 Regulations Applying to Both Types of Passes

Passes are issued in the holder's name, or must be filled in correctly by the holder, who should also sign them. They are not transferable and are only valid in conjunction with an official ID document. In cases of misuse the passes will be withdrawn without compensation. In the case of joint participation by a number of exhibitors, only the authorised exhibitor will receive the required passes. Additional passes are available, for which a charge will be made.

11 Photographs and Film, Video and Sound Recordings

Messe Berlin GmbH and Popkomm GmbH are entitled to take photographs, make drawings, or to make films or video recordings of events taking place at the fair, of structures and stands, or of exhibits, and to use these for advertising purposes or for publication in the media. No objections for whatever reason by exhibitors will be entertained. This also applies to photographs or recordings made directly by the press or television with the approval of Popkomm GmbH or Messe Berlin GmbH.

12 Advertising

12.1 Scope

Advertising of all kinds is permitted but only within the stand hired by the exhibitor, on behalf of the exhibitor'

own company, and only for exhibits manufactured or distributed by the exhibiting firm.

12.2 Approval

Advertising by means of loudspeakers, the display of slides or films, or the inclusion of performances or shows require the written approval of Popkomm GmbH. Written approval must also be obtained for the use of other equipment and installations intended to enhance the impact of advertising either optically or acoustically. Advertising of a political nature is strictly prohibited.

13 Official Approval, Legal Regulations, Technical Guidelines

In all cases it is the responsibility of the exhibitor to obtain official approval. Exhibitors are responsible for ensuring the compliance with GEMA (performing rights) regulations, as well as with regulations pertaining to trading and industrial law, police regulations, health regulations and other legal requirements. This also applies in particular to the „Law on technical equipment“ (Gerätesicherheitsgesetz). Moreover, exhibitors must observe the „Technical Guidelines“ as specified in the Exhibitors' Service Folder, in particular with regard to the regulations contained therein relating to stand construction and design, and the extensive safety regulations also specified in this folder.

14 Regulations for the Maintenance of Order

14.1 Domiciliary Rights

During the event exhibitors are subject to the domiciliary rights of Messe Berlin GmbH and Popkomm GmbH, which apply throughout the Exhibition grounds. Exhibitors must comply with instructions given by employees of Messe Berlin GmbH and Popkomm GmbH, who will prove their identity by means of an appropriate identification document.

14.2 Parking Spaces

Efforts will be made to meet exhibitors' specific requirement regarding parking on the Exhibition Grounds. However no automatic rights exist to a parking space.

14.3 Access to the Exhibition Grounds

Vehicles which do not have the correct authorisation or a document entitling them to park within the Exhibition Grounds will not be allowed access to the grounds during the event.

During the exhibition period, motor vehicles without a Grounds parking permit may only be loaded and unloaded on the exhibition premises between 8 and 10 a.m. and between 6 and 7:30 p.m. During exhibition hours, these vehicles are not permitted on the grounds.

When entering the grounds at the specified times, drivers are required to leave a 50.- Euro deposit. This deposit will be retained if the vehicle remains on the grounds beyond the prescribed time limit.

14.4 Leaving the Grounds

Exhibitors and accompanying persons must leave the halls within one hour following the official closing time each day, and all vehicles must leave the grounds by this time. Any persons wishing to leave the exhibition with packages must furnish proof that they are entitled to do so to the security staff at the exits.

14.5 Miscellaneous

No animals are permitted on the Exhibition Grounds. Water required for use in connection with foodstuffs or for the cleaning of utensils coming into immediate contact with foodstuffs may only be obtained from taps supplying hygienic water. Water for such purposes may not be obtained from toilet facilities.

14.6 Environmental Protection

Exhibitors are required to make every effort to protect the environment. In this respect they should also observe the Environmental Guidelines of Messe Berlin GmbH which are enclosed with the Exhibitors' Service Folder.

15 General Regulations, Deadlines

15.1 Deadlines

The construction and dismantling periods will be specified in the Specific Conditions of Participation.

15.2 Construction, Services for Exhibitors

The Exhibitors' Service Folder contains a list of services available from MB Capital Services GmbH, a division of Messe Berlin GmbH, regarding planning, construction and design of standard and individual stands.

15.3 Dismantling

a) Clearance Passes

A clearance pass must be shown before exhibits can be removed at the end of the exhibition or trade fair. Such passes will only be issued and made available to the stand occupant if the stand rental invoice has been paid in full.

- b) Dismantling Period
Stands may not be cleared before the end of the event. Dismantling must be completed by the end of the allotted dismantling period. On expiry of this period Popkomm GmbH is entitled to undertake dismantling, removal of exhibits and their storage at the exhibitor's expense, or to order such arrangements to be made at the exhibitors' expense. Popkomm GmbH will only be liable for losses or damage to exhibits when such losses or damages are due to deliberate action or gross negligence. Popkomm GmbH is entitled to impose liens to cover any expenses thus incurred (No. 6 Item 4).

16 Stand Design

16.1 Authorization Certificate

Exhibitors with ground-level, single-story stands without roofs are not required to submit plans for approval, providing the stand is in compliance with all other technical guidelines. Any other type of stand, mobile stand, or special constructions require approval. Construction plans (floor plan and front view) must be submitted in duplicate to Messe Berlin GmbH for approval. Complete details can be found in the Exhibitor Service Folder.

16.2 General Appearance

The exhibition stand must comply with the overall plan for the exhibition. Popkomm GmbH reserves the right to prohibit construction of unsuitable or inadequately designed stands.

16.3 Stand equipment and Fittings during the Hours that the Event is Open

The stand must be correctly equipped and furnished, and staffed by competent personnel throughout the duration of the fair or exhibition, between the stipulated opening times.

16.4 Penalty Clause

If the exhibitor fails to comply with the regulations as stated above (No. 16, Item 2, 3), Popkomm GmbH is entitled to impose a penalty of Euro 500.00 per day if its instructions and warnings are not heeded.

17 Exhibitors' Service Folder

Together with the confirmation of acceptance, exhibitors will be supplied with the Exhibitors' Service Folder, containing information about the following:
Technical guidelines, technical

equipment standards in the halls, installations, stand constructions, design and furnishing, as well as about other services at trade fairs provided by MB Capital Services GmbH, insurance, PR work, the catalogue, room reservations and other services. It also contains the necessary forms.

18 General Inspection, Cleaning

- a) Popkomm GmbH will provide security cover for the halls. However, it will only be liable for damages in the case of gross negligence. Security cover for the exhibition stand itself is a matter for the exhibitors. They are advised to take out appropriate insurance cover against such risks. During the night valuable and easily removed items should be securely locked up. Private security staff to guard the stands during the night-time may only be employed subject to written agreement by Popkomm GmbH.
- b) Popkomm GmbH will provide general cleaning on the grounds and in the aisles. Exhibitors are responsible for cleaning their own stands. Such cleaning work must be completed each day prior to the opening of the event.
- c) If the exhibitors do not employ their own personnel, stand cleaning and security must be arranged through the relevant company appointed by Messe Berlin GmbH.
- d) The exhibitor or his appointed stand constructor are responsible for disposing of any waste materials resulting from their work. In this respect the rules laid down in the environmental guidelines in the Exhibitors' Service Folder must be observed.

19 Technical Installations

Regular supplies of electricity, water, gas and telephone services, along with other services in the halls, will be provided by companies authorised by Messe Berlin GmbH. Further details are contained in the conditions of participation.

20 Photography

The taking of photographs, films or videos on behalf of exhibitors during the daily opening hours of the event may only be carried out by photographers, film or video production companies thus authorised by Messe Berlin GmbH or Popkomm GmbH and in possession of the appropriate pass. Such authorisation also applies prior to and after the daily

opening hours of the event. No other photographers or production companies will be permitted access to the Exhibition Grounds. Information on this matter can be obtained from the MB Capital Services GmbH.

21 Catering Services

Catering services are provided exclusively by Capital Catering GmbH, Messedamm 22, 14055 Berlin, Telephone +49 (0) 30/30 38-39 14.

22 Federal Data Protection Act (BDSG):

Data concerning the employees of our customers are stored and processed according to paragraphs 28 and 29 of the BDSG, within the limits of the contractual relationship.

23 Concluding Regulations

23.1 Changes and Amendments in Writing

Any changes to the contents of this agreement (No. 1 Item 2), and ancillary agreements, are only legally binding if they have been confirmed in writing by Popkomm GmbH.

23.2 German Law

The mutual rights and obligations deriving from this contractual arrangement and resulting from this contract are subject to the law of the Federal Republic of Germany.

23.3 Place of Performance and Venue

The place of performance shall be Berlin. This shall also be the venue should the exhibitor be a merchant entered in the commercial register or a legal person under public law or not have a general venue in the Federal Republic of Germany.

23.4 Statute of Limitations

Claims by exhibitors against Popkomm GmbH or Messe Berlin GmbH expire after 6 months if not precluded by cogent legal regulations.

23.5 Redemptory Clause

If any individual provisions in these conditions of participation become void, this shall not affect the validity of the other regulations. The void provision should be altered in such a way as to fulfil the intended purpose.