

General Terms and Conditions for Events

1. Scope

- 1.1 These General Terms and Conditions for Events apply to the provision of premises, facilities and spaces etc. and to the rendering of services in relation to trade fairs, exhibitions, conferences, meetings, shows and other events (hereinafter called "Events") at the CCH - Congress Center Hamburg, on the exhibition grounds and on outdoor spaces (concourses, etc.) including car parking areas / indoor parking (hereinafter called "places of assembly").
- 1.2 The contracting parties are Hamburg Messe und Congress GmbH (hereinafter called HMC) and its contractual partner (hereinafter called Organiser). If the Organiser (who is e.g. an agency) organises the event for a third party (Performing Third Party), it must disclose this to HMC upon conclusion of the contract. Clause 2.5 applies in addition.
- 1.3 These General Terms and Conditions for Events shall be applicable to the exclusion of any others; HMC does not accept and rejects any differing or conflicting terms and conditions of the Organiser; this only does not apply if HMC expressly consents to their application (exceptionally) in writing. This specific requirement of consent in writing shall also apply if HMC accepts the services of the Organiser unconditionally in knowledge of differing or supplementary terms and conditions of the Organiser.
- 1.4 The "Technical Regulations of HMC for Trade Fairs and Exhibitions", the "HMC House Rules", and the "General Terms of Business for Internet Access" shall apply in addition to these General Terms and Conditions for Events. The "Safety Regulations for Congresses, Conferences and Events" shall also apply where activities are intended which could pose a fire hazard, such as pyrotechnics, lasers or fog machines, or where platforms, grandstands, stage sets are to be used or built, decorations are to be placed or where stage, studio, lighting or other technical facilities are to be set up by the Organiser or by its contractors. If the Organiser plans to put on such activities or set up such structures, it shall be required to notify HMC of this in the "Mandatory Information Form / Event Description" for its Event. The Organiser may request the Safety Regulations if a copy was not attached to the contract.
The Organiser shall be required to ensure that the House Rules are unrestrictedly and bindingly prescribed to and observed by the visitors and the persons commissioned by the Organiser and/or engaged by the Organiser (employees, vicarious agents, subcontractors or other third parties such as e.g. agencies, technical companies, speakers, artists etc.) and that the safety or technical guidelines are additionally prescribed to and observed by the persons commissioned by the Organiser and/or engaged by the Organiser.
- 1.5 All terms and conditions of business are available in the download section for exhibitors, at: www.hamburg-messe.de and <https://www.das-neue-cch.de/en/>
- 1.6 These General Terms and Conditions for Events shall only apply to companies, legal entities under public law or special funds under public law within the meaning of section 310 (1) of the German Civil Code (BGB).

2. Conclusion of contract and duties of the Organiser

- 2.1 All contracts are valid only if concluded in written form. For this purpose, HMC sends the contract and any annexes to the Organiser, by e-mail or by letter post. The Organiser then signs them and sends them back to HMC by e-mail, by any other telecommunication service or by letter post, within the period for return indicated by HMC. Acceptance and thus conclusion of the contract shall be effected by countersigning a copy of the contract by HMC and sending it back to the Organiser by e-mail, by other telecommunication services or by post. Amendments or especially additions to the contract or orders shall be valid only if confirmed by HMC in textual form as a minimum (letter, fax or email).
- 2.2 Any reservations and options shall lose their validity at the latest on expiry of the period set for return as indicated in the contract for the Event. Separate notification of the Organiser shall not be necessary.
- 2.3 Objection is hereby raised to any imputed extension of the Event contract on the grounds of continued use following expiry of the period of use. Section 545 of the German Civil Code (BGB) shall not be applicable.
- 2.4 If the Organiser instructs third parties (e.g. subcontractors/ agencies) in connection with the conduct of the Event and/or if the Organiser permits third parties to prepare, run and/or organise the Event, the Organiser hereby undertakes, on the first request of HMC, to fulfil the obligations incumbent on the third party or third parties towards HMC. The Organiser shall be obliged to accept the actions and declarations of the third party as its own against itself.
- 2.5 If the Organiser organises the event for a Performing Third Party, the Organiser must name the Performing Third Party as such in writing in the contract with HMC and must inform it of all contractual obligations, including these General Terms and Conditions for Events, the Safety Guidelines and the Technical Guidelines as well as the House Rules and oblige it to comply with them with regard to HMC, meaning to conclude a contract with the latter for the benefit of HMC (Section 328 BGB). Towards HMC, the Organiser, as contractual partner of HMC, also remains responsible for the fulfilment of all obligations. Accordingly, all obligations of the Organiser under these Terms and Conditions for Events shall then also apply jointly and severally to the Performing Third Party. The Performing Third Party is also a vicarious agent of the Organiser; the Organiser must allow the actions and declarations of the Performing Third Party and the persons commissioned by it to apply to and for itself as if they were its own.
- 2.6 The letting of premises, either in whole or in part, for a charge or free of charge, to third parties who are not contractual partners or organisers as defined in Clause 2.5, shall be subject to the written confirmation of HMC, in textual form as a minimum. Approval after conclusion of contract may be refused or revoked by HMC without stating reasons. No separate agreement from HMC shall be needed in respect of the letting for the purposes set out in the contract of rooms and areas let under the contract.
- 2.7 The Organiser shall be required to indicate clearly and unambiguously in all external communications, especially in advertisements and on printed matter,

posters, admission tickets and invitations, etc., that the Event is being run by the Organiser and not by HMC.

3. Subject of contract

3.1 The provision of the premises, spaces, facilities, etc. of HMC specified in the contract shall be made on the basis of the officially approved escape routes and seating and/or hall plans with a specified number of persons for the purpose of use specified by the Organiser and confirmed by HMC.

3.2 The Organiser shall submit detailed Event plans to HMC. In the interests of smooth preparation and conduct of the Event, the Organiser shall provide HMC with all the information on the planned conduct of the Event, the services required, the organisational and technical details, the admission times, the assembly and disassembly times, the breaks and space allocation on the HMC premises, not later than eight weeks before the beginning of the Event, at least in textual form. The "Mandatory Information Form / Event Description" for the Event must be completed by the Organiser and received by HMC at least eight weeks before the start of the Event. For seated Events with advance ticket sales, the specific space allocation (seating plan) shall be agreed with HMC before the start of advance ticket sales. The completion and due submission of the "Mandatory Information Form / Event Description" are fundamental contractual duties of the Organiser. Any failure or delay on the part of the Organiser in such notification may lead to restrictions in respect of the Event.

In case of Events agreed upon at short notice, i.e. where there are less than eight weeks between the constitution of the contractual relationship and conduct of the Event, this information must be given immediately.

3.3 A contractually binding, final seating plan/hall layout plan shall be established by the parties at least four weeks before the beginning of the Event. Any designated seats for HMC representatives, police officers, fire crew, medical personnel and stewards must be kept free and provided free of charge.

HMC shall provide plans of the venue for the Organiser, showing the usable spaces. The Organiser shall enter in the plans the spaces to be occupied during the Event, and shall submit the duly completed plans to HMC at least four weeks before the beginning of the Event for examination and approval.

3.4 Any changes to the venue or changes in the premises provided, especially relating to the purpose of use as well as to the escape routes and seating plans/hall layout plans, shall be subject to prior approval by HMC in textual form. Any official permits needed from the authorities must be obtained by the Organiser at the latter's expense and risk. The Organiser must not admit more visitors to the premises than the maximum specified.

4. Admission tickets

4.1 The number of admission tickets issued must not exceed the number of seats available according to the authorised seating plan or, in case of Events without seating, the number of persons approved by HMC at least in textual form.

4.2 In case of Events without seating, the Organiser must provide HMC with proof on request of the number of admission tickets actually printed.

4.3 If an agreement has been reached that HMC shall receive a share of the Organiser's proceeds from the sale of admission tickets, the Organiser shall be obliged to inform HMC of the gross revenues in a form which meets the requirements of the tax office or – insofar as HMC requires this – in another form, not later than three days after the end of the Event, without any separate request on the part of HMC. If, for reasons for which the Organiser is responsible, the transmission is not made on time, the Organiser shall pay to HMC for each day of the delay an appropriate contractual penalty, to be determined by HMC at least in text form and, in the event of a dispute, also to be reviewed in terms of its appropriateness by the competent court. In the event of a permanent infringement, repeated determination is permissible. Other claims and rights of HMC remain unaffected. However, a contractual penalty shall be set off against a corresponding claim for damages.

4.4 The design of the admission tickets is to be agreed jointly by the Organiser and HMC.

5. Cloakroom

5.1 The designated cloakroom areas at CCH are to be used for handing in coats, etc. The charge for the cloakroom is to be paid by the Organiser or, as arranged in any given case, by the visitors in accordance with the scale of charges displayed.

5.2 Cloakrooms for visitors may be set up in the exhibition grounds and HMC may be paid to provide a cloakroom management service, or said cloakrooms may be used by the Organiser subject to the payment of a charge and managed by the Organiser or by third parties. The arrangements and details must be discussed and agreed with HMC at least four weeks before the start of the Event.

5.3 Visitors may also deposit their luggage at the cloakroom in the CCH and on the exhibition grounds subject to the payment of a storage charge. The conditions displayed shall apply.

5.4 No liability shall be accepted for coats or the contents of bags, which are left outside the cloakroom areas on unsupervised coat racks. Similarly, no liability shall be accepted for valuable items, money or keys left in bags or rucksacks or in coats kept in the cloakroom. The above limitations of liability shall only apply to the extent that liability of HMC is also excluded or limited pursuant to clause 16. Clause 16 applies accordingly.

5.5 For safety reasons HMC may prohibit carrying bags or rucksacks on the premises, or require bag and / or body searches.

6. Food and beverages

6.1 The Organiser is generally not entitled to offer and/or bring in food, drinks, refreshments or the like himself or through third parties in the event rooms and/or event areas and/or on the premises. HMC alone shall be entitled to the right to provide catering services in the event rooms and event areas and on the site. In this respect, HMC may in particular call in third companies.

HMC is currently exclusively bound to Käfer-Service-Hamburg GmbH.

- 6.2 Without the prior written consent of HMC, the Organiser is not permitted to undertake commercial activities beyond the direct conduct of the Event or to appoint commercial operators, such as merchandisers, florists or tobacconists, to operate at the Event. In case of approval by HMC, HMC may - unless otherwise agreed - demand reasonable stand rents or percentage shares in the sales revenue. HMC can determine the amount of such at its reasonable discretion. In the event of a dispute, the competent court may also review the amount of the determination with regard to its appropriateness.

7. Advertising and sales activities

- 7.1 No advertising or sales of any kind are permitted at CCH, on the surrounding site ("Congressvorplatz") or on the HMC exhibition grounds, except with the prior permission of HMC in at least textual form. This is subject to a fee.
- 7.2 Advertising for the Event shall be the sole responsibility of the Organiser. In the event of infringements of copyright, image, name and trademark rights or other commercial property rights, HMC shall be indemnified by the Organiser from all claims of third parties.
- 7.3 HMC shall be entitled to list the Event in its programme and on the Internet if the organiser has agreed to this.
- 7.4 The Organiser shall use exclusively the original HMC logos provided by HMC for advertisements in printed matter and on posters, admission tickets and the Internet, etc., and only as stipulated in the contract for the Event in the respective venue. HMC may revoke this permission at its own discretion.
- 7.5 On payment of a separately agreed charge, HMC may offer or allow the Organiser the use of advertising media in and around the premises and venues but is under no obligation to do so. A charge shall be made, most notably, for advertising media, which are connected with the HMC buildings and structures or are otherwise visible from public spaces. Further details are covered by paragraph 10.4.
- 7.6 HMC shall be under no obligation to remove advertisements already present on its site, even if they are in competition with advertisements of the Organiser. The covering of existing advertising panels by the Organiser shall be subject to a charge and to advance permission from HMC.

8. GEMA copyright fees

The Organiser shall have sole responsibility for meeting its obligations towards the GEMA (Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte – Society for Musical Performing and Mechanical Reproduction Rights) and/or the GVL (Gesellschaft zur Verwertung von Leistungsschutzrechten mbH – Society for the Administration of Neighbouring Rights), and/or other such organisations duly applying for permission for the performance or reproduction of protected works and paying the relevant fees. HMC may ask the Organiser for written evidence of the application for permission in due time prior to the Event or for written evidence of the

payment of the fees by the Organiser. If the Organiser is not willing or able to produce evidence of the payment of fees, HMC may see fit to ask the Organiser for a security deposit to cover the fees before the Event.

9. Remuneration / Securities

- 9.1 The terms of remuneration for use and for any ancillary services provided as well as the conditions of payment shall be as set out in the contract.
The final invoice for all services shall be made out after the end of the Event, allowing for any advance payments and/or down payments already made, and shall be due for payment within 14 days after dispatch of the final invoice by HMC.
- 9.2 HMC may require the Organiser to provide reasonable security, for example in the form of a guarantee, which meets the requirements of Section 108 of the German Code of Civil Procedure (ZPO), for the payment of the agreed service fee and for any other claims. HMC may determine the amount of the security at its reasonable discretion.
- 9.3 If the Organiser fails to meet the specified payment deadlines then the Organiser shall be in default with immediate effect. No reminder pursuant to section 286 (2) subs. 1 of the German Civil Code (BGB) shall be required. HMC is entitled to charge interest at the statutory default interest rate. HMC reserves the right to assert further damages.
- 9.4 The Organiser is only entitled to retention with claims and/or rights that are undisputed or established as final and absolute by judicial ruling. The Organiser shall be entitled to offset claims only against claims that are undisputed or established as final and absolute by judicial ruling.
- 9.5 The Organiser shall not be entitled to assign its rights arising from this contract to third parties. Section 354a of the German Commercial Code (HGB) shall remain unaffected thereby.
- 9.6 The Organiser shall be responsible for the payment of any fees and taxes arising from the conduct of the Event. Statutory value-added tax as applicable at the time shall be paid by the Organiser on all revenues from the Event (sale of tickets, programmes, etc.). Any social security contributions payable on the fees of artists shall be paid by the Organiser in due time to the relevant provident fund (Künstlersozialkasse).
- 9.7 All claims of the Organiser arising from the (pre-) sale of tickets are and have been assigned to HMC in advance, including these General Terms and Conditions for Events. HMC is entitled to release the claims in whole or in part at any time. At the request of the Organiser, HMC is obliged to release the claims to the extent that they exceed the anticipated claims of HMC under the event agreement. The Organiser remains entitled to collect the claims as long as HMC does not object to the collection.

10. Handover / conditions / return

- 10.1 Before handover and on the return of the premises, a tour of inspection must be conducted to ensure that the respective rooms are in acceptable condition, including the technical facilities, emergency exits, escape routes, installations and equipment. The Event manager

appointed by the Organiser must be present for this inspection. HMC shall draw up a handover and acceptance certificate, recording the state of the premises in question. The certificate shall be signed by both parties.

- 10.2 All objects, structures and decorations brought onto the premises by the Organiser, or by third parties acting on the latter's instructions, shall be completely removed by the Organiser by the time of the agreed end of use, and the previous condition shall be reinstated. Once the term of use has expired, the items may be removed by HMC at the expense of the Organiser. The Organiser must ensure that no waste is left behind on the HMC site. The Organiser must fully and duly dispose of any rubbish remaining on the HMC site after the end of the set-up phase and after the end of the Event. Otherwise HMC shall be entitled to have the rubbish removed at the expense of the Organiser and to bill the latter for the ensuing costs. The costs for this shall be as agreed with the Organiser or otherwise as set out in the conditions on the order form for waste disposal in the services folder. If the premises are in use for several days, they must be kept clean throughout. The Organiser shall bear the expense of cleaning.
- 10.3 HMC reserves the right to charge storage fees for any items not removed or collected as agreed. HMC shall also be entitled to arrange for the immediate removal and storage of these items at the expense and risk of the Organiser.
- 10.4 Any changes to the objects used, or the bringing in of heavy or bulky objects, and the attachment of decorations, signs and posters, shall be subject to charges and to the prior examination and written approval of HMC. This shall apply most notably to fixed signs, posters, advertising boards and signposts on the premises and to contingency measures, which need to be taken if the smoke extraction system is deactivated because of pyrotechnic displays, for example, or because of the use of fog machines and hazers, etc. These measures shall exclusively be taken by service providers authorised by HMC. Objects may not be stuck or nailed on the façades or on the internal and external walls or parts of them. HMC shall be entitled to remove any objects affixed in contravention of this rule or to have them removed by third parties. Any costs thereby incurred shall be invoiced to the Organiser and any damage remedied at the expense of the Organiser. Any clearance certificates and documents of compliance issued by the relevant authorities must be submitted to HMC with the application for consent.

11. Compliance / Security and service

- 11.1 HMC shall be responsible and guarantees that the premises let under the Contract comply with all the applicable legal requirements and / or regulations, provisions and permits at the time of the Event.
- 11.2 The Organiser shall be solely responsible for, and liable for the costs of, security at the Event, obtaining the relevant permits, and compliance with all the relevant legal and/or official requirements and regulations, in particular the provisions set out in the law for the protection of youth (JuSchG), the trade regulation act (GewO), the non-smoking act, the act on occupational

health & safety (ArbSchG), the act on working hours (ArbZG), the accident prevention regulations published by the professional liability insurance associations, and the and the statutory regulations on places of assembly, in particular the VStättVO. The Organiser shall comply with all official and statutory duties of registration and notification, obtaining any permits which may be required, unless stipulated otherwise in these Terms and Conditions for Events or in the contract, and presenting them at least 12 weeks before the start of the set-up phase. It is particularly important to check whether the Event needs to be classified pursuant to sections 64 ff. of the trade regulation act (GewO) and whether a change of use permit is required for Events other than trade fairs and exhibitions. At the request of the Organiser, HMC shall provide addresses etc. of the relevant authorities and institutions.

- 11.3 The Organiser shall bear responsibility for the smooth running of the Event and for maintaining security, public safety and order, duly taking the necessary measures at its own expense. The Organiser shall declare that, to the best of its knowledge and belief, the planned Event poses no risks of any kind to security, public safety and order. The Organiser shall bear the entire risk of the Event, including in respect of the preparation and subsequent processes.
- 11.4 The Organiser shall provide HMC on request with the name of a person with decision-making authority as the manager. The Organiser or the Event manager (instructed pursuant to sections 38 ff. of the regulations governing venues and meeting places (VStättVO)) must be responsible, present and available at all times during the Event and the official assembly and disassembly times. The Event manager shall participate in a joint tour of the venue in order to become acquainted with the meeting rooms and to take note of the emergency exits and escape routes. At the request of HMC, the Event manager shall attend a coordination meeting before the Event in order to be briefed on the relevant rules and regulations. This Event manager must guarantee that the stewards, fire safety officers and first-aid posts can liaise with HMC, the police, the fire service and the rescue service and shall be required to take any decisions which may be necessary in consultation with the HMC contact persons, the authorities and external services (e.g. fire service, police, Department of Public Works, Department of the District, medical service). The Event manager must ensure the orderly and safe conduct of the Event. The Event manager shall be forced to call a halt to the Event if persons at the venue are in danger or at risk, if equipment, facilities or systems which are vital for safety are not in working order, for example, or if the regulations governing venues and meeting places (VStättVO) are not being (or cannot be) complied with. The Event manager shall also be required to be present at all safety briefings, especially at meetings regarded as obligatory by the fire service and/or by the police and/or by HMC. A designated member of HMC staff, (Duty Officer, CvD), shall assist the Event manager.
- 11.5 Professional technicians ("Verantwortliche für Veranstaltungstechnik" bzw. Fachkräfte für Veranstaltungstechnik") must be appointed at the expense of the Organiser to take charge of the assembly and disassembly of stage, studio and lighting equipment under section 40 I to VI of the regulations governing

- venues and meeting places (VStättVO). A designated member of HMC staff shall assist these technicians.
- 11.6 The Organiser shall be required to comply with the fire prevention regulations and other safety regulations that apply to places of assembly, in particular sections 41 ff. of the regulations governing venues and meeting places (VStättVO), the relevant statutory requirements, and the recommendations published by the VDE - Association for Electrical, Electronic and Information Technologies. The Organiser shall be required to appoint a fire safety officer at the request of the fire service or HMC. The cost of this shall be borne by the Organiser.
- 11.7 The Organiser shall be required to ensure the necessary supervision, security, inspection, cloakroom and admission services for the Event, including for the assembly and disassembly times. The persons deployed on these jobs, especially the ushers and stewards on the door, must be duly qualified and familiar with the respective venue, and they must have suitably skilled assistants to help evacuate the building in the event of danger. The minimum number of security staff and stewards shall be specified by HMC in case of doubt. HMC shall deploy the required personnel in the positions/locations relevant to the safety and security of the venue by separate agreement with, and at the expense of, the Organiser. The qualification of such persons must be demonstrated to HMC on request. The technical equipment of HMC must be operated by persons appointed by HMC with the relevant authorisation.
- 11.8 The emergency exits, escape routes and fire extinguishing facilities must be kept unobstructed and fully accessible at all times. Certain areas of both the CCH and the exhibition grounds are monitored by CCTV systems for purposes of security. Notices to this effect are displayed in the relevant areas.
- 11.9 The Organiser must comply with the relevant noise control regulations. In the event of a breach of the noise control regulations, HMC reserves the right to interrupt the event or, in the event of continued breaches, to terminate it. Any claims for damages shall be met by the Organiser. The Organiser shall have sufficient quantities of earplugs available for visitors on request.
- 11.10 The Organiser shall have a legal duty to maintain safety on the premises, areas and facilities etc. placed at its disposal in every respect during its Event.
- 11.11 For safety and organisational reasons, the right to use cranes and motorised forklift trucks with driver controls and other industrial trucks for loading and unloading and for assembly and disassembly processes is strictly reserved for the shipping companies approved by HMC.
- 11.12 Items may only be suspended from the ceilings by HMC and attachment points may only be provided by HMC. Changes to the suspension system may only be made by HMC. HMC shall subcontract these jobs to specialist companies. Items may only be attached to the attachment points provided in compliance with the applicable regulations and in conformity with the relevant standards. The costs of this shall be borne by the Organiser.
- 11.13 Utility services for electricity, water/waste water, fume extraction and compressed air as well as connections to the HMC sprinkler system must be ordered from HMC. The supply equipment shall be installed on the basis of the Technical Regulations at the expense of the contracting party. The consumption of the contracting party shall be recorded by HMC and billed in accordance with the respective price list or with other conditions as agreed.
- 11.14 Telecommunications connections (including Internet access, except visitor WiFi) are to be ordered from HMC and shall be invoiced in accordance with the terms of HMC applicable at the relevant time. The "General Terms of Business for Internet Access" shall apply. These can be seen in the download section for exhibitors at: www.hamburg-messe.de and www.das-neue-cch.de.
- 11.15 Security services at individual booths may only be provided by HMC. HMC shall subcontract these services to specialist companies. The same shall apply to the cleaning of the sanitary facilities, aisles, thoroughfares, meeting rooms and conference rooms.
- 11.16 For each case of culpable breach of one of the obligations in this Clause 11, the Organiser shall pay to HMC an appropriate contractual penalty to be determined by HMC at least in text form and, in the event of a dispute, also to be reviewed in terms of its appropriateness by the competent court. To the extent that the Organiser does not cease the breach within a period of time set by HMC in text form, a new determination may be made (etc.). Other claims and rights of HMC remain unaffected. However, half of a contractual penalty shall be set off against a corresponding claim for damages.
- 11.17 As a general principle, HMC shall provide the Organiser and, where applicable, its exhibitors with a range of services for all aspects of the Event, either supplying the services itself or instructing its partners to provide the services. The details are set out in the HMC services folder, which will be sent by HMC on request.
- 12. Postponement / operational and usage risk / Force Majeure**
- 12.1 If the Organiser does not hold the Event or wishes to postpone the Event for a reason for which HMC is not responsible, HMC shall have the option of charging a flat cancellation fee rather than claiming a separately costed amount in compensation from the Organiser. The Organiser shall then be obliged to pay the following flat rate of the agreed remuneration in case of cancellation of the Event:
- Up to 12 months before the start of the Event: 50 %
 - Up to 6 months before the start of the Event: 75 %
 - Cancellation at a later date: 100 %
- These flat rates shall apply analogously in case of any reduction in the space for an Event, partial cancellation or postponement of an Event. The Organiser must give notice of cancellation in written form. The date of receipt of the notification by HMC shall be used for cancellation fee calculations.
- The Organiser shall have the right to demonstrate that no damages or a lesser amount of damages than the flat

rate were incurred. If HMC incurred greater damages than would be covered by the flat rate then HMC may claim a higher amount of compensation. The burden of proof in this case shall lie with HMC.

12.2 The Organiser shall generally bear the operating and usage risk for the premises, facilities and areas etc. to be handed over to him as agreed, as well as for the services to be rendered to him (basis of business in accordance with § 313 BGB).

12.3 If HMC is unable to meet its contractual obligations for a reason within its own control, the Organiser shall receive back any payments it has already made. HMC is only liable for any damage to the Organiser in corresponding application of the provisions of Clause 16. The Organiser may make no further claims. Clause 12.4 remains unaffected.

12.4 The contracting parties are entitled to terminate the contract extraordinarily in the event of compelling reasons, in particular in the event of force majeure, taking into account the interests of the other contracting party. The termination must at least be in text form. Section 314 para. 3 of the German Civil Code shall not apply. In the event of termination, the each contracting party shall bear its own costs and/or expenses incurred up to that point. Costs incurred for externally ordered third-party services which would have to be reimbursed to HMC by the Organiser in the event of continuation of the contract and which cannot be cancelled shall be reimbursed to HMC by the Organiser. In addition, HMC may claim against the Organiser for general reimbursement of expenses and costs a reasonable amount to be determined by HMC at its reasonable discretion, but not exceeding a maximum of 25 % of the agreed remuneration.

Force majeure within the meaning of this provision shall be deemed to exist in particular if it is an event, which is beyond the sphere of influence of the contracting parties. For example, force majeure shall be deemed to exist in case of war, civil war, warlike events, acts of terrorism, political unrest and/or use of chemical, biological, biochemical substances and/or nuclear energy. Force majeure shall also be deemed to exist in the event of pandemics, epidemics, plagues or similar dangers of disease and/or in the event of natural disasters (storms, hurricanes, earthquakes or floods etc.) or consequences based thereon. Furthermore, force majeure shall be deemed to exist in particular if governmental, administrative or other public law interventions and measures, such as orders, general orders, etc. for which the contracting parties are not responsible, occur which make it impossible for the contracting parties to render the services incumbent upon them.

13. Termination / Withdrawal of HMC

13.1 HMC is entitled to terminate the contract extraordinarily or to withdraw from the contract in the event of a breach of material contractual obligations of the Organiser. This is in particular the case if

- a) the payments to be made by the Organiser have not been made or have not been made in time and/or the securities to be provided by the Organiser have not been provided in time,

- b) the event leads to a disturbance of public safety and order or damage to the reputation of HMC and/or this can be expected
- c) the official permits or approvals required for the event are not available or not available in time,
- d) the purpose of use specified in the event contract is substantially changed,
- e) the Organiser, when concluding the contract, and in particular when stating the purpose of use in the contract, has concealed the fact that the event is organised by or on behalf of a political party or a religious or "pseudo-religious" association,
- f) the Organiser breaches and/or is likely to breach statutory regulations, in particular those relating to the place of assembly or official requirements and orders,
- g) the Organiser breaches and/or is likely to breach any of the obligations set out in Clause 11,
- h) the Organiser does not comply with its statutory and official - only to the extent that these are connected with the event - or contractually assumed information, notification and payment obligations regarding HMC or regarding authorities, fire brigade or medical and rescue services or the GEMA / GVL and/or this is to be expected,
- i) the Organiser has failed to prove, or has failed to prove in time, that he has taken out the insurance provided for in Clauses 15.1 and 15.2 and/or any other contractually agreed insurance
- j) imminent insolvency and/or overindebtedness of the Organiser is imminent or becomes apparent and/or has occurred.

The assessment whether an infringement is to be expected is made by HMC at its reasonable discretion.

In the cases of the above letters a) to i), termination and/or withdrawal by HMC are only permissible after unsuccessful expiry of a period of time set for remedy or after an unsuccessful warning. Section 314 para. 2 sentences 2 and 3 of the German Civil Code apply accordingly. Section 314 para. 3 of the German Civil Code does not apply; HMC is therefore not bound by a period of notice for the declaration of termination and/or withdrawal.

Setting of a deadline, warning, withdrawal and/or termination require at least text form (section 126b of the German Civil Code) to be effective.

13.2 If HMC exercises its right for one of the reasons stated in Clause 13 Nos. 1 a) to 1 j), HMC retains the right to claim payment of the agreed fees unless the Organiser has not acted culpably. However, HMC must deduct any expenses saved. The Organiser is permitted to prove that no damage or reduction in value has occurred to HMC or that these are substantially lower than the agreed remuneration.

13.3 In case of breach of fundamental contractual obligations, infringement of safety regulations and in situations of acute danger, HMC shall be entitled to refuse the Organiser and its visitors, etc. access to the venue and to the HMC site or may ask the Organiser to vacate and return the premises. If the Organiser fails to comply with any such request, HMC shall be entitled to have the premises vacated at the cost and risk of the Organiser.

Clause 13.2 applies accordingly to the Organiser's obligation to pay the fee.

14. Liability of the Organiser

14.1 The Organiser shall be liable for all damages incurred by HMC, which are caused by the Organiser, its agents and servants, those attending the Event, suppliers, visitors, guests or other third parties in connection with the Event. The liability shall also extend to damages caused by riots and mob violence. The liability shall still apply even if the Organiser is not to blame in the selection of its agents.

14.2 The Organiser shall irrevocably indemnify HMC from all third-party claims in connection with the Event insofar as responsibility for the same can be ascribed to the Organiser, its agents and servants, or to its guests and visitors. This indemnity obligation shall also extend to any fines and administrative penalties levied by the authorities in connection with the Event (e.g. for disturbance of the peace, blocking of escape routes, exceeding permissible visitor numbers, failure to comply with smoking bans) which are imposed on HMC as the operator of the venue. The Organiser shall indemnify HMC also from all claims arising from the fact that the Event or advertising for the Event infringes the rights of third parties (especially copyrights, image rights, rights to names, trademark rights, competition rights and personal rights) or violates other statutory regulations. This indemnity obligation shall also extend to any costs of formal cease-and-desist warnings, court costs, and costs of legal proceedings.

14.3 The Organiser shall return the event area provided to it by HMC in the same condition in which the Organiser had received it from HMC, and shall be liable for returning, in perfect condition and in the correct quantity, all items borrowed from HMC (including equipment, keys and systems).

14.4 Any securities provided by the Organiser shall serve as security for all claims of HMC arising from and in connection with the contract for the Event, even if there is a limit to the purposes indicated for the security deposits.

15. Insurance / Indemnification

15.1 The Organiser shall be obliged to take out sufficient third-party liability insurance, including basic environmental coverage, to cover the usual risks under the contract for injuries to persons, damage to property and financial losses with the following minimum sums insured:

- a) Personal injury and property damage: 5 million euro (five million euro)
- b) Financial losses: 100,000 euro (onehundred-thousand euro).

15.2 The Organiser shall provide HMC with a cover note verifying the insurance cover at the latest four weeks before the start of the Event.

15.3 Where possible under the terms of the insurance, all claims against the insurance companies, which arise in connection with damage to the subject of contract or to other property owned by HMC, are hereby assigned in

advance to HMC, which hereby accepts such assignment.

15.4 Where third parties raise claims against HMC, the Organiser shall indemnify and hold harmless HMC upon first demand from all claims resulting from the action or the failure to act of the Organiser that cause the liability, in particular from a culpable violation of contractual obligations of the Organiser.

15.5 HMC shall indemnify and hold harmless the Organiser in case that third parties raise claims if and to the extent HMC is liable to the Organiser and the action or failure to act by HMC, its organs and / or agent performing for HMC is the sole basis for the claim.

16. Liability of HMC

16.1 HMC shall be liable in case of (a) any damage caused by intent or gross negligence; (b) any intentional or negligent violation of life, limb, or health of an individual; (c) claims based on statutory product liability; and (d) where a defect has been maliciously concealed or there is an explicit guarantee for the properties of an item. HMC shall only be liable for the culpability of its legal representatives and executive employees unless there is a breach of material contractual obligations (cardinal obligations), injury to life, body or health or intent or gross negligence of the legal representatives and executive employees. Material contractual obligations (cardinal obligations) are those whose fulfilment is necessary to achieve the objective of the contract.

16.2 In case of simple negligence HMC is liable only in case of violation of an obligation that is essential for achieving the purpose of the Contract (cardinal obligation) and in case of violation of life, limb or health of an individual. Such liability is limited to foreseeable damages that can typically be expected.

16.3 Where liability is excluded or limited under the provisions of these General Terms and Conditions for Events, the same shall also apply for the agents and helpers of HMC. HMC shall be liable for any negligence on the part of their agents, without any possibility of exoneration from fault through poor choice of agent/helper.

16.4 HMC shall not be liable for pre-existing defects, regardless of negligence or fault, pursuant to section 536a (1) of the German Civil Code (BGB). In this respect, HMC shall not be liable for the property of the Organiser or for any consequential damages incurred by the Organiser.

16.5 Any damage must be reported promptly to HMC and, where applicable, to the police. Any compensation for damages for which HMC is liable according to the above paragraphs shall be limited to the current market value and subject to submission of written proof of the purchase costs. HMC shall not pay the damages if its insurance company refuses to accept the claim on the basis that the Organiser failed to report the damage in due time. Generally, the liability of HMC shall be limited to the amounts covered by the respective insurance of HMC.

17. Defects / set-off and retention

- 17.1 A reduction of charges for defects shall only be considered if HMC is given written notification to this end during the period of provision and if the intention to claim a reduction or the deficiencies are correspondingly documented.
- 17.2 The Organiser cannot make any claims or raise any objections on the basis that other Events are being held at the CCH or on the exhibition grounds at the same time as its Event, including such as are similar or comparable.
- 17.3 HMC shall not be liable for damages caused by measures undertaken for the smooth running of the Event and for maintaining security, public safety and order. HMC shall not be liable for cases of ordinary negligence if an Event is curtailed, cancelled or interrupted on the instructions of HMC due to an error of judgement in the assessment of risks. Clause 16.1 shall apply accordingly.
- 17.4 HMC shall not accept liability for loss of objects, equipment, installations or other valuables brought in by the Organiser, or by third parties or visitors on the Organiser's instructions, unless HMC has undertaken to keep said items safe and has charged a fee for this service. In the event of deposit against payment, item 16 shall apply accordingly. In case of deposit free of charge sections 690, 277 of the German Civil Code shall apply. If HMC has provided space for items brought in by the Organiser, these items shall be stored at the sole risk of the Organiser. No deposit contract shall be concluded with the provision of the storage space. HMC shall provide and charge for special security services at the request of the Organiser in individual cases.
- 17.5 The Organiser is aware that the premises let under the Contract are located in an inner-city area and adjacent to hotels with restaurants and other business units. The Organiser enters into the Contract with knowledge of this. As a result, detrimental effects including noise, odors and dust as well as vibrations to the extent admissible under public law do not constitute a defect. In addition, any claims to cease and desist, for damages or compensation as well as all other rights against HMC and / or third parties, in particular Freie und Hansestadt Hamburg, are explicitly excluded. Excepted from this are only such rights and claims of the Organiser resulting from a violation of applicable legal obligations.
- 17.6 The Organiser may only claim rights of set-off and rights of retention against HMC if its counterclaims are established as final and absolute by judicial ruling, undisputed or acknowledged by HMC.

18. Domiciliary rights

- 18.1 The House Rules of HMC shall be applicable for the venues and all the outdoor spaces (concourses, etc.) and parking areas. HMC shall also continue to exercise its property rights over the Organiser, its visitors and third parties during the period of use. It shall exercise said rights through persons authorised for this task and provided with special identity cards. The persons authorised by HMC to exercise its property rights must be granted free access to the premises used by the Organiser at any time.

- 18.2 The Organiser and its Event manager shall be required to ensure that the House Rules are heeded and followed by visitors, employees and agents, etc. The Event manager appointed by the Organiser shall keep a list of all the external firms involved, artists and their employees and other assistants involved in the Event. All employees and assistants involved in the Event must be able to state their identity at any time by giving their name and the name of the firm to which they belong. The Organiser shall be required to ensure that persons do not linger in the areas around the venues and in all the surrounding outdoor spaces (concourses, etc.) and parking areas, and that groups of persons do not gather in such a way as to have a potentially detrimental effect on the reputation or public image of HMC and/or on its business relations.

- 18.3 A general ban on smoking is in force on the premises. That does not apply to the outdoor spaces or to any areas, which may be specifically designated as smoking areas. The Organiser shall be obliged to enforce the smoking ban on all persons attending the Event on the HMC site, especially visitors. In case of violation, the Organiser shall take the necessary measures to prevent any further violation.

19. Production of sound, film and photo recordings

- 19.1 HMC shall be entitled to produce, or arrange for the production of Photo, film and / or sound recordings and drawings of event procedures or of objects exhibited or used at Events, for the purpose of documentation or of reporting or for its own publications (e.g. on the Internet and in advertisements) without owing the Organiser any compensation, provided that the Organiser raises no written objections.
- 19.2 HMC wishes to emphasise that audio recordings, film recordings, photographs and recordings and broadcasts of any other kind from the event (whether by radio, TV, Internet, loudspeaker or otherwise) are permissible only upon consent given by the copyright and ancillary copyright owners. Obtaining such consent is the Organiser's exclusive responsibility. In certain situations HMC may prohibit making audio or film recordings or any other type of recordings, including taking photos, or transmission or broadcasting of any such recordings, for objective reasons.
- 19.3 If audio, photo and film recordings take place in the venue with the consent of HMC then these processes may not be obstructed or hindered in any other way.
- 19.4 All persons entering or staying in the places of assembly must be informed by the Organiser of the possibility of photographs, film, video and sound recordings being made by HMC or third parties commissioned for the purpose of reporting, advertising and documentation. Visitors may not prevent, hinder or impede such recordings. It must also be ensured that visitors declare their consent to the above-mentioned purposes when entering the places of assembly (GDPR, Art.6 (1) (f)). Visitors must be informed that they can object to the use of their data at any time by contacting datenschutz@hamburg-messe.de.

20. Non-disclosure and confidentiality agreement

- The Organiser will treat all information that becomes known to him as a result of and in connection with the

cooperation with HMC as strictly confidential and will not disclose it to third parties, even after the end of the contract. This does not apply if the information is publicly accessible and/or if there is a legal obligation to disclose it. In the event of infringements, Clause 11.16 shall apply accordingly.

21. Data privacy

The personal data of the Organiser shall be processed by HMC (if applicable with the assistance of service providers) for the purpose of fulfilling the contract. HMC may in addition use such data for purposes of customer service, in particular in order to provide the Organiser via e-mail with event-specific information on the events attended by him. This shall be effected strictly in compliance with the data protection legislation applicable at the time in question.

The Organiser has a right to information, correction, deletion or blocking of his personal data. If he requests HMC to delete his personal data stored by HMC, HMC shall fulfil such request without delay, provided that such deletion is not contrary to HMC's duties to keep/retain documentation.

Organiser may at any time object to use of his data for the above purposes, or withdraw any consent given (privacy@hamburg-messe.de).

Further information on data privacy is available at: <http://hamburg-messe.de/privacy-policy>. The Data Privacy Officer of HMC can likewise be contacted via the above link.

22. Final provisions

- 22.1 Should any provision in these Terms and Conditions for Events be or become invalid or impracticable, this shall not affect the validity of the other provisions in these Terms and Conditions for Events. In any such case, the parties undertake to agree a valid and practicable provision which comes as close as possible to the purpose of the provision to be replaced and in line with the general tenor of the Terms and Conditions for Events. The same shall apply to any omissions or loopholes in the Terms and Conditions for Events. The above provision is not a mere reversal of the burden of proof, but excludes the application of section 139 of the German Civil Code.
- 22.2 In case of inconsistencies between the German and English version of these Terms and Conditions for Events the German version shall prevail.
- 22.3 The place of performance for all mutual obligations arising from this contract shall be Hamburg (-Mitte). If the Organiser is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in Germany, Hamburg (-Mitte) shall be agreed upon for all disputes arising from the contractual relationship. However, HMC reserves the right to take legal action in the Organiser's place of general jurisdiction.
- 22.4 These Terms and Conditions for Events and the contract shall be governed solely by German law, to the exclusion of private international law and the United Nations Convention on Contracts for the International Sale of Goods and German law governing conflict of jurisdiction.

- 22.5 Changes, additions as well as the cancellation of the contract or its components require at least the text form.

www.hamburg-messe.de and www.das-neue-cch.de.

Status: May 2020