

§ 1 Subject of the Agreement

- 1.1 Messe Frankfurt Venue GmbH, hereinafter referred to as Messe Frankfurt Venue, provides to the contract partner exhibition halls, outside areas, parking spaces, office and conference rooms (hereinafter referred to as facilities) for its use in accordance with the event indicated in the usage list. Scope and name of the facilities as well as usage term are stipulated in the usage list attached to this agreement.
- 1.2 Messe Frankfurt Venue is under no obligation to make the desired area available in subsequent years at the time of the respective pre-event.
- 1.3 Messe Frankfurt Venue reserves the right to present the same or similar products or product groups during other events on the exhibition grounds.
- 1.4 Messe Frankfurt Venue provides the contract partner with valid plans for the exhibition hall and the outside area containing all important details required for planning the stand.
- 1.5 Messe Frankfurt Venue carries out only the required structural alterations up to the time the exhibition commences.

§ 2 Fees

- 2.1 The contracting party pays a usage fee to Messe Frankfurt Venue for the event specified in detail in the usage list which also states the amount of such usage fee. The usage fee is charged for the facilities provided. Payment dates for such usage fee are stated in the usage list.
- 2.2 Messe Frankfurt Venue invoices any ancillary services and operating expenses after the end of the event. Ancillary services and operating expenses include, among others, charges for electricity and water consumption, air conditioning in the hall, cleaning, garbage disposal, washrooms, heating, Messe Frankfurt personnel, installation work and all additional material and services that Messe Frankfurt Venue provides on behalf of and in agreement with the contracting party. Calculation of these ancillary services and operating expenses is based on the fee and service schedule of Messe Frankfurt Venue in effect at that time. The contracting party is required to pay a deposit for the expected ancillary services and operating expenses. The amount of such deposit and its due date are stipulated in the usage list. The remaining amount is due after receipt of the final bill.
- 2.3 Messe Frankfurt Venue submits the final bill to the contracting party no later than 12 weeks after the end of the event. The due date for such bill is stipulated in the usage list.
- 2.4 Any fees and charges indicated in Article 2 are net amounts. Value-added tax in the respective statutory amount will be added.

§ 3 Conducting the event, cleaning, installations

- 3.1 Conducting the event
 - 3.1.1 The contracting party is solely responsible for conducting the event. Messe Frankfurt Venue is prepared to provide advice to the contracting party and to offer and refer services.
 - 3.1.2 Any hall areas rented to the contracting party for its use by Messe Frankfurt Venue are vacant, cleaned and ready for use with any installations contained therein when handed over. The contracting party shall return these in the same condition to Messe Frankfurt Venue after termination of its period of use.

- 3.1.3 The facilities to be used are handed over to the contracting party at the beginning of the period of use and returned after the period of use based on a delivery report that is signed by representatives of both contractual parties. Any deviations from the condition as stipulated in the contract are entered in said delivery report.
- 3.1.4 The contracting party shall not alter the existing installations in the utilized facilities (hall pillars including crane ways, etc.) and on the outside areas. The contracting party agrees to only cut foundations in the halls and on the outside areas with the prior written approval of Messe Frankfurt Venue. The same applies to any alterations in the halls and on the green spaces of the premises. Any such alterations must be performed by one of Messe Frankfurt Venue's contractors. The contracting party shall hand over the facilities to Messe Frankfurt Venue in the restored original condition after termination of the event.
- 3.1.5 Messe Frankfurt Venue invites the contracting party to a pre-meeting where the technical report to be prepared for said event is discussed. Upon completion, the finalized technical report constitutes an integral part of the agreement.
- 3.1.6 The contracting party shall not use any rooms on the premises designated for a specific purpose, i.e. hall service, janitorial service, coat check, fire, police and paramedics service, and/or designated for other service partners of Messe Frankfurt Venue for any other purpose.
- 3.1.7 Messe Frankfurt Venue offers services and products to the contracting party in accordance with the respective Messe Frankfurt Venue fee and service schedule in effect at that time. The contracting party may be required to submit a written order for these services.
- 3.1.8 Sales booths for food and beverages are provided exclusively by Accente Gastronomie Service GmbH. The contracting party shall position these in coordination with Accente Gastronomie Service GmbH. Exhibition, service (including sales) and information stands are only to be set up in the Via Mobile, the hall foyers and in any other traffic areas and escape routes with the prior approval of Messe Frankfurt Venue.
- 3.1.9 The office and conference rooms are equipped with standard features as established by Messe Frankfurt Venue. The contracting party has the option to include additional items from the furnishings inventory of Messe Frankfurt Venue or third parties, if available, at the contracting party's expense. In rare cases where the offices have to be completely vacated, this may only be done in coordination with Messe Frankfurt Venue and only by one of Messe Frankfurt Venue's service contractors. Messe Frankfurt Venue charges a flat rate per room for this service. It is not permitted to use offices and conference rooms as storage space.
- 3.1.10 The furnishings for the rented offices and conference rooms are coordinated with the contracting party and/or the third party using such rooms.
If the facilities rented by the contracting party are used by third parties, the contracting party will inform such third parties that they are only permitted to use these offices and conference rooms during the times agreed with Messe Frankfurt Venue. Any other arrangements shall be included in the technical report. The keys for the aforementioned rooms are provided by the respective hall service and must be returned at the end of each day.
- 3.1.11 The contracting party is to coordinate all installation work for the event and establishment of the technical procedure with Messe Frankfurt Venue. Any supplementary agreements that arise in the course of this work are included in the technical report.

3.2 Cleaning

- 3.2.1 Messe Frankfurt Venue arranges for cleaning of the utilized facilities, with the exception of the exhibition stands, at the contracting party's expense. The exhibitors are responsible for cleaning the exhibition stands. If the stands are not cleaned by the exhibitors' own personnel, they are required to forward the cleaning orders to the contracting party. The contracting party shall ensure that the cleaning orders are forwarded to Messe Frankfurt Venue who then orders one of its contractors to clean the stands. The fees for cleaning of the stands are charged directly to the exhibitor unless the usage agreement contains other provisions.
- 3.2.2 The prior approval by Messe Frankfurt Venue is required if exhibitors wish to use third parties for cleaning their stands. If such approval is granted, the exhibitors must ensure that the third party fulfils all requirements for proper procedures (safety and attendance aspects).

3.3 Installations

- 3.3.1 The main connections for electricity, gas, water, compressed air, W-LAN and telecommunications are provided in the rented facilities and indicated on the plans. The contracting party is informed of any changes in due time.
- 3.3.2 Any work on the technical installations and supply networks of Messe Frankfurt Venue for electric energy, gas, water supply and sewerage as well as compressed air and telecommunications are carried out exclusively by contractors employed by Messe Frankfurt Venue.
- 3.3.3 The contracting party and/or exhibitor can select any authorized specialized installer for electrical installation work from the stand connection onward. In this case an acceptance inspection of the installation by the hall electrician is required.

3.4 Information stands (Compass)

Messe Frankfurt Venue has established information stands with monitor and printer in the rented facilities; these are indicated on the plans and have to remain in place. The contracting party can use these information stands alone or in connection with the visitor information system (Compass) against payment of a fee. The amount of such fee is listed in the current fee and service schedule. A separate agreement is concluded for any additional services.

3.5 Additional conditions

The contracting party agrees to observe and adhere to the following additional conditions of Messe Frankfurt Venue and/or to ensure that these are adhered to during its events:

House rules

Technical guidelines of Messe Frankfurt Venue in their currently valid version.

Directive for Spectator Facilities (Muster-Versammlungsstättenverordnung (MVStättV))

Safety regulations for guest fairs of Messe Frankfurt Venue

The contracting party shall establish its own event rules in coordination with Messe Frankfurt Venue and incorporate the material official regulations therein.

3.6 Emergency situations

The contracting party agrees to provide the names of a person authorized to make decisions in emergency situations (event manager) to Messe Frankfurt Venue during the technical meeting. The contracting party further agrees to notify Messe Frankfurt Venue without delay of any emergency situations during the period of use of which it has become aware.

The following events, among others are considered to be emergency situations:

Personal injury, fire, explosion, smoke development, technical failure, sabotage, property damage, accident, environmental damage, ice, snow, storm, housebreaking, assault, demonstration, suspicious item, bomb threat, threat.

§ 4 Access and parking regulations

- 4.1 The traffic regulation and traffic routing required for the contracting party is established by Messe Frankfurt Venue in coordination with the contracting party and included in the Technical Report.
- 4.2 During the event, exhibitors and visitors can use the entrances/gates to the premises as indicated in the Technical Report to the extent that these are open. These are manned at the contracting party's expense. Messe Frankfurt Venue establishes the details for traffic routing in cooperation with the contracting party and the respective police stations and ensures that a sufficient number of control personnel are available at the contracting party's expense. The parking spaces, of which Messe Frankfurt Venue is in charge, are guarded by a company employed by Messe Frankfurt Venue:

FRAPORT AG
HVM-PV Park-Service Messe
60547 Frankfurt am Main, Germany
Phone + 49 (0) 69 – 69 690 74454
Fax + 49 (0) 69 – 69 690 59717
park-service@fraport.de

The parking fees per day and vehicle are indicated in the price list.

Article 8.2. shall apply for any advertising on the parking spaces of Messe Frankfurt Venue.

- 4.3 Trailers and motorhomes are not permitted on the exhibition grounds, unless they are used as exhibition objects. It is not permitted to use trailers, motorhomes and other vehicles brought onto the exhibition grounds for exhibition purposes for overnight accommodation.
- 4.4 The contracting party agrees that Messe Frankfurt Venue reserves a fixed number of parking spaces for its personnel and contracting parties on the premises of Messe Frankfurt Venue. Company cars of Messe Frankfurt Venue as well as vehicles of its customers and business partners and supervisory board are permitted to enter and exit at any time for the term of the contract.

§ 5 Provision for contingent losses

If Messe Frankfurt Venue provides services directly to exhibitors or other participants within the scope of the event and if the Messe's receivables have not been paid 6 months after termination of the event, the contracting party shall make every effort to effect payment from the debtors for any outstanding amounts. The amounts received by the contracting party shall then be forwarded to Messe Frankfurt Venue. Messe Frankfurt Venue shall not be entitled to assert claims against the contracting party for payment of the receivables due.

§ 6 Tickets sales

- 6.1 The contracting party handles all ticket sales for the event. Messe Frankfurt Venue provides any ticket sales facilities that are available if needed. The cost for these and for any possible damage to such facilities are borne by the contracting party.
- 6.2 If requested, the ticket sales can be handled for the contracting party in coordination with Messe Frankfurt Venue as stipulated in a separate agreement and against payment of a separate fee.

§ 7 Messe Frankfurt Venue corporate identity, proprietary rights and copyrights

- 7.1 The contracting party prepares the visitor and orientation information and other information in accordance with the corporate identity of Messe Frankfurt Venue.
- 7.2 The contracting party shall only use the designation "Messe Frankfurt Venue GmbH" and its logo, which are reserved for Messe Frankfurt Venue, if Messe Frankfurt Venue has expressly given its consent. There are no restrictions with regard to using the location name "Messegelände Frankfurt".
- 7.3 Any proprietary rights and copyrights of Messe Frankfurt Venue, including the right to reproduction and disclosure, remain the sole property of Messe Frankfurt Venue.

§ 8 Signage, advertising

- 8.1 The contracting party is responsible for putting up the necessary signage on the inside and the outside of the exhibition premises. Execution of the signage shall be ordered exclusively through Messe Frankfurt Venue. This also includes the visitor and information signs mentioned in Article 7. The details are compiled in a technical report. The signage and installation costs are borne by the contracting party.
- 8.2 The Messe Frankfurt Venue advertising media may only be rented in coordination with Messe Frankfurt Venue.
Additional advertising media can be rented from Messe Frankfurt Medien und Service GmbH:
Messe Frankfurt Medien und Service GmbH
Advertising Services
Ludwig-Erhard-Anlage 1
60327 Frankfurt am Main, Germany
advertising.services@messefrankfurt.com
- 8.3 Any advertising on the exhibition grounds during the event in addition to the aforementioned is subject to the written approval by Messe Frankfurt Venue.

§ 9 Telecommunications installations

If the contracting party or the exhibitors require telecommunications hook-ups, they have to be ordered from Messe Frankfurt Venue. Invoicing for any costs incurred is effected directly between the contracting party and/or the exhibitors and Messe Frankfurt Venue.

§ 10 Gastronomy

- 10.1 Gastronomy on the entire exhibitions grounds are handled exclusively by:
Accente Gastronomie Service GmbH
Ludwig-Erhard-Anlage 1
60327 Frankfurt am Main, Germany
Info@AccenteService.de

- 10.2 The contracting party shall negotiate any details regarding the above and with respect to a possible sale of food, beverage and tobacco items directly with Accente and inform Messe Frankfurt Venue of any such agreement.
- 10.3 The organizer and/or exhibitor is not authorized to sell food and beverages.
- 10.4 The contracting party is not required to give notification if it intends to commission any dispensing equipment within the scope of Article 10 paragraph 3. As a general rule, the operator of such dispensing equipment is solely responsible for its safety and hygiene. Proof has to be provided for technical and food hygiene safety which may be confirmed by way of an inspection conducted by the municipal health service.

§ 11 Coat check and washrooms

- 11.1 Messe Frankfurt Venue handles the operation of the washrooms in the rented objects without a fee in coordination with the contracting party at its expense.
- 11.2 Messe Frankfurt Venue handles the operation of the existing coat checks in the rented objects in coordination with the contracting party. Costs for manning of the coat checks are borne by the contracting party. If coat check fees are charged, the contracting party receives a credit for the fees charged minus the insurance fee.

§ 12 Crane equipment, automobile crane and fork lift

- 12.1 The crane equipment in halls 3.1 and 8 are available for use during the period of use. The crane equipment is operated exclusively by Messe Frankfurt Venue logistics service. Suspensions are not possible when using the crane equipment in hall 8.
- 12.2 The operation of fork lifts and automobile cranes on the exhibition grounds and in the exhibition halls is handled exclusively by Messe Frankfurt Venue and is subject to its conditions.
- 12.3 The user fees for crane equipment, automobile cranes and fork lifts are invoiced directly between the exhibitors and Messe Frankfurt Venue.

§ 13 Accommodation for exhibitors and visitors

The contracting party can avail itself of the accommodation referral service provided by:

Tourismus & Congress GmbH
Kaiserstraße 52
60329 Frankfurt am Main, Germany
Phone + 49 (0) 69 212 3 36 77
Fax + 49 (0) 69 212 3 78 80

§ 14 Supervision of exhibition halls; fire, police and first-aid stations; employment of Messe Frankfurt Venue personnel

- 14.1 Messe Frankfurt Venue uses the exhibition hall service personnel, in coordination with the contracting party, from the start of installation until the de-installation has been completed. The fees for employment of such personnel is borne by the contracting party; these are operating expenses within the meaning of Article 2.2.

- 14.2 The contracting party is required to reach an agreement, in coordination with Messe Frankfurt Venue, regarding the necessary employment of elevator operators. The fees for employment of such personnel is borne by the contracting party; they are operating expenses within the meaning of Article 2.2.
- 14.3 The contracting party contacts the respective authorities directly regarding the provision of fire safety personnel and required police surveillance. Messe Frankfurt Venue is the point of contact for the provision of required first-aid personnel. The fees for employment of such personnel is borne by the contracting party; they are operating expenses within the meaning of Article 2.2.
- 14.4 Pursuant to the guidelines for assessment of first-aid requirements at major events (decree issued by the department of social services of the German state of Hesse on October 2, 2000), a corresponding personnel employment for the first-aid station is determined for the respective event.
- 14.5 Special-purpose rooms for supervision of the exhibition halls as well as fire, police and first-aid stations are available on the exhibition grounds and can be used.
- 14.6 Messe Frankfurt Venue establishes a personnel plan for its own personnel based on event-specific implementation standards at the organizer's expense.

§ 15 Complimentary tickets, catalogues, access authorization

- 15.1 The organizer provides Messe Frankfurt Venue with complimentary tickets as well as catalogues/exhibitor lists in quantities yet to be confirmed not later than 2 weeks prior to start of the event.
- 15.2 The contracting party invites the supervisory board and the management of Messe Frankfurt Venue to the official opening of the event. Invitations can be forwarded to Messe Frankfurt Venue.
- 15.3 Messe Frankfurt Venue employees can use their official company photo ID cards as access authorization for the event.

§ 16 Domiciliary rights

- 16.1 The contracting party has domiciliary rights for the duration of the period of use for the facilities utilized by it, notwithstanding the right of execution of Messe Frankfurt Venue.
- 16.2 The contracting party is authorized, for the duration of the period of use, to employ providers of materials and services in the rented facilities (pursuant to Article 1 of the usage list) in coordination with Messe Frankfurt Venue.
- 16.3 The following exclusions apply:
Hall service, elevator service, gastronomy, control and security services, parking services, logistic services requiring the use of technical machinery (e.g. automobile cranes, fork lifts, electronic hoists) as well as storage, gate and traffic control, garbage disposal, janitorial service including coat check and washroom service, on-call services provided by service partners for technical building services, traffic signs and signage for the premises.
- 16.4 The contracting party shall only use the respective companies employed by Messe Frankfurt Venue for the above-mentioned services.
- 16.5 The names and addresses of these companies are indicated in the usage list.

§ 17 Ban on smoking

- 17.1 If the facilities are used for cultural and sports events, as stated in the respective agreement, the general ban on smoking in effect in all rooms of the facilities, pursuant to the non-smoker protection act of the German state of Hesse (HessNRSG), must be observed if these events are open to the public.
- 17.2 The contracting party is obligated to ascertain that event visitors observe the ban on smoking. In case of violations the contracting party is required to take all necessary measures to prevent further violations.
- 17.3 The respective authorities may charge Messe Frankfurt Venue with infringement of said act (HessNRSG) for any violations of the non-smoker protection act committed on its premises. The contracting party agrees to hold Messe Frankfurt Venue harmless upon first request if and to the extent that its agents and representatives violate the provisions stipulated in paragraph 1 and 2 above.

§ 18 Permits, public information

- 18.1 The contracting party is solely liable for any special charges that may become due in connection with the event. The contracting party is also responsible for adhering to any and all regulations issued by the authorities and for submitting the required permits, if applicable, in due time.
- 18.2 The contracting party is to observe in particular the fire protection rules when delivering and setting up the exhibition items.
- 18.3 The event must to be registered with the following authorities no later than 8 weeks prior to its commencement:

the municipal regulatory authority of the city of Frankfurt:

Ordnungsamt der Stadt Frankfurt am Main
Servicecenter für Veranstaltungen
Mainzer Landstraße 323
60326 Frankfurt am Main, Germany

Phone + 49 (0) 69 212 444 22
Fax + 49 (0) 69 212 432 18
scv@stadt-frankfurt.de

and

the police department, 13th precinct

13. Polizeirevier
Schloßstraße 88
60327 Frankfurt am Main, Germany
Phone + 49 (0) 69 75 51 13 00

Any building permit applications that may be required must be submitted no later than 8 weeks prior to commencement of the event to:

Messe Frankfurt Venue GmbH
Veranstaltungstechnik
Ludwig-Erhard-Anlage 1
60327 Frankfurt am Main, Germany

If any claims are asserted against Messe Frankfurt Venue due to non-compliance with or non-fulfilment of regulatory provisions, Messe Frankfurt Venue is entitled to a right of recourse against the contracting party provided such non-compliance or non-fulfilment occurs in connection with the operation of the event.

§ 19 Statistical information

- 19.1 The contracting party provides to Messe Frankfurt Venue the following information, if possible separated according to national and international data:
- Preliminary exhibitor numbers and gross exhibition areas no later than 30 days prior to commencement of the event
 - Preliminary visitor numbers during the actual event, in the early morning hours, for the previous day's event
 - Preliminary final numbers for exhibitors, net exhibition areas and visitors no later than 7 days after termination of the event
 - Definite final numbers for exhibitors, net exhibition areas and visitors no later than one month after termination of the event
- 19.2 This information is then supplemented by data regarding trend and success of the event.

§ 20 Liability

- 20.1 Messe Frankfurt Venue does not assume any liability whatsoever vis-à-vis the contracting party for any items of any type brought onto the premises and/or with regard to any persons present in the rented facilities and on the premises of Messe Frankfurt Venue in connection with the event, unless it is liable for any of the aforementioned as owner of the buildings and premises.
- 20.2 In case of any damage to the contractual items on the premises, the fencing of the premises and other facilities, or the exhibition halls and buildings on the exhibition grounds that is caused by participants and visitors of the event or of the contracting party through intent or negligence on the part of the contracting party, its employees, visitors, customers, workers, etc. or employees or agents of any of the aforementioned, the contracting party is obligated to remedy any such damage or to pay compensation for any expenses incurred by Messe Frankfurt Venue as a result of these. The contracting party is liable vis-à-vis third parties and Messe Frankfurt Venue for any and all personal injuries and material damage.
- 20.3 If Messe Frankfurt Venue is held liable by third parties for any damages listed in paragraph 20.2 sentence 2, the contracting party is obligated to represent and hold harmless Messe Frankfurt Venue against third parties to the full extent, including all legal defense costs.
- 20.4 The contracting party shall take out and maintain sufficient liability insurance coverage for any and all risks resulting from the liability assumed by it and from operation of the event, provided they are insurable risks. The contracting party shall submit proof of said insurance coverage to Messe Frankfurt Venue upon request.
- 20.5 Messe Frankfurt Venue is only liable for failure of installations, break-downs or any other occurrences that would have a negative impact on the event if there is sufficient proof that the occurrences are caused by intent or gross negligence on the part of Messe Frankfurt Venue or its agents.
- 20.6 Messe Frankfurt Venue is not liable for any disruptions caused by industrial actions.

§ 21 Cancellation of the event

If the event mentioned in paragraph 1 is cancelled, the following provision costs, plus applicable value-added tax, are payable:

- - in case of cancellation up to 9 months prior to commencement of the event 10 % of the rental fee
- - in case of cancellation up to 8 to 6 months prior to commencement of the event 25 % of the rental fee
- - in case of cancellation up to 5 to 3 months prior to commencement of the event 50 % of the rental fee
- - in case of cancellation less than 3 months prior to commencement of the event 75 % of the rental fee

§ 22 Feasibility

- 22.1 If fulfilment of this contract is rendered impossible due to occurrences for which neither of the contracting parties is liable, then the contracting parties are released from this contract.
- 22.2 In this case Messe Frankfurt Venue and the contracting parties shall each bear any costs incurred by them up to such occurrence.
- 22.3 If Messe Frankfurt Venue has assumed costs for the contracting party that are to be reimbursed in accordance with the contract, the contracting party is obligated to reimburse Messe Frankfurt Venue for these costs.

§ 23 Legal relationship, severability, place of performance and venue

- 23.1 Conclusion of the use and occupation agreement constitutes the parties' comprehensive contractual relationship.
- 23.2 If individual provisions of the use and occupation agreement and/or of the general terms of use are or become invalid it will not affect the validity of the remaining provisions. The contracting parties agree to replace such invalid provisions with different provisions that most closely approximate the economic purpose of the contractual relationship.
- 23.3 Modifications of and/or amendments to the terms of use must be in writing in order to be valid.
- 23.4 Place of performance and venue for the contracting parties is Frankfurt am Main.
- 23.5 German law shall apply.

Frankfurt am Main
Messe Frankfurt Venue GmbH

(Status 09/ 2011)