

GENERAL TERMS AND CONDITIONS OF LEASE

KölnKongress GmbH

Recitals

The General Terms and Conditions of Lease of KölnKongress GmbH (hereinafter referred to as "Lessor" or "KK") represent an integral part of the contract concluded. They apply to companies and persons acting in a commercial capacity and for all future relations under the contract of lease. Additional or conflicting contractual terms of the customer (hereinafter referred to as "Lessee") do not apply.

Article 1 Coming into Being of the Lease Relations

1. A priority booking or reservation of function rooms or event areas for a certain date does not grant the right to have a contract of lease concluded at a later date. Immediate notification must be given if the reservation is waived or made elsewhere.

2. The Lessor can undertake, in an option agreement, to reserve the aforementioned premises with binding effect until the date specified in the agreement.

3. Contracts of lease must be in writing in order to be valid. They come into being only after the potential lessee signs and returns the contract prepared by the Lessor in good time so that the Lessor receives it within the acceptance period specified in the contractual offer.

4. If additions to the contract, or alterations of it, are agreed to during performance of the contract, the requirement for the written form is deemed to have been met if the relevant declaration is sent in electronic form or by fax and is confirmed by the other party. In the event of a request at short notice for media technology or event-technology equipment during assembly or during the event, confirmation is normally given on a handover report or delivery note.

Article 2 Subject matter of the Contract

1. The premises are leased for the purpose specified by the Lessee based on the plans for seating and escape routes and with the defined holding capacity approved by the local authorities. The exact description in writing of the leased premises and the purpose will be given in the contract of lease. If the Lessee did not receive the plans of escape routes and seating at the time of concluding the contract, the Lessee can view the same on request at the offices of KK or have a copy sent on request.

2. The leased premises may be used for purposes other than those contractually agreed only with the prior written consent of the Lessor. The Lessee undertakes to notify the Lessor in writing of any intention to change the purpose without delay.

3. Changes to the leased premises, changes in the plans for escape routes and seating, or additional structures and fittings may only be made with the written consent of the Lessor and after obtaining any necessary permits from the local authorities. The Lessee is solely responsible for the costs and risks associated with whether the specific plans for the event can be approved.

4. If the contractual party does not hire the whole event location, the contractual party has no right to the exclusive use of entrances/exits, foyer areas or service areas such as toilets, cloakrooms or outdoor areas. The contractual partner must be prepared to share the use of these areas with other contractual parties, their visitors and KK. If several events are taking place at the event location at the same time, each contractual party must act in such a way as to avoid disturbing any of the other events. The contractual partner has no contractual right to have restrictions placed on the event of another contractual party.

5. For reasons related to safety and operations, KK has the right to enter the hired halls, rooms, areas during the assembly and disassembly periods and during the actual event.

Article 3 Lessee, Event-Organiser, Event Manager

1. If the Lessee is not simultaneously the organiser (but instead, for example, a broker or agency), the Lessee must name the organiser in writing in the contract and notify the organiser of all principal and subsidiary contractual obligations. The Lessee remains responsible to KK for the performance of all duties incumbent upon the organiser under this contract. In this event, the organiser is the vicarious agent of the Lessee. Acts and declarations by the organiser and by persons assigned by the organiser are deemed to be the Lessee's own acts and the Lessee will be held responsible accordingly.

2. If no third party is named as the organiser in the contract alongside the Lessee, the Lessee is the organiser and must, therefore, perform all duties incumbent upon the organiser according to the wording and terms of these Terms and Conditions of Business and according to the "Safety Regulations for Events".

3. Third parties may not be allowed to use areas, halls or rooms wholly or in part with or without charge without the written consent of KK. Consent is deemed to have been given if the third party is named in the contract.

4. The Lessee must give the Lessor in writing the name of a person assigned responsibility for managing the event, who will perform the functions and duties of the event manager in accordance with the Regulation on the Building and Operation of Special Structures (*Verordnung über den Bau und Betrieb von Sonderbauten (SBauVO)*) on behalf of the Lessee in conformity with these Event Terms and Conditions.

5. The organiser must be named on all printed materials, posters, admission tickets, invitations, etc. in order to make it clear that legal relations are created between the organiser and the visitors to the event and not between the visitors or third parties and the Lessor.

6. The contractual parties undertake to make it clear, in all advertising measures and in all publications and discussions especially, that it is the Lessee and not the Lessor who is organiser of the event.

Article 4 Term of Lease, Handover, Periods of Use

1. After being given the use of the leased premises and areas, the organiser is obliged, following a request from KK, to inspect and view the premises, including the technical facilities, emergency exits and escape routes. If KK requires the organiser to name an event manager, the latter must participate in the inspection of the leased premises at the request of KK and make himself/herself familiar with the event location in the course of the inspection.

2. If the organiser discovers faults in or damage to the leased premises, these must be recorded in writing and reported to KK in writing without delay. Both parties may require the issue of a handover report in which the condition and any defects or damage are recorded.

3. Any objects, structures, decorations and similar brought onto the premises by the Lessee or by third parties on behalf of the Lessee during the term of the lease must be removed without trace by the end of the lease by the Lessee and the premises must be restored to their original condition. After expiry of the term of the lease, the objects can be removed at the Lessee's expense. If the leased premises are not returned in a cleared state on time, the Lessee must, in each case, pay compensation equal to the rent for the loss of use. This does not affect the Lessor's right to claim higher damages resulting from the delayed surrender of the leased premises.

Article 5 Rent and Ancillary Costs, Additional Services

1. In addition to the costs of providing the leased premises, the contractually agreed charges include the costs of one-time standard seating as per the seating plan, heating, ventilation, general lighting for the building and the rooms and the general costs for cleaning the building and the rooms. Additional services must be paid for separately at the request of the Lessor.

2. The full amount of rent is payable 14 days before the event begins. To secure its claims, the Lessor is entitled to require advance payments on account for ancillary expenses and additional services.

3. Services and ancillary charges incurred will be invoiced after the event has taken place.

4. Payments are due without deduction within 10 days of invoice date. In the event of default in payment, default interest will be charged to companies and persons acting in a commercial capacity at a rate of 8% above the relevant base interest rate of the European Central Bank and to natural persons at a rate of 5% points above the said rate. The Lessor reserves the right to prove that the damages resulting from default were higher.

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Article 6 Advertising and Liability for Unlawful Advertising Measures

1. The Lessee is responsible for advertising the event. Advertising measures on the Lessor's premises and grounds require the Lessor's consent. By agreement, the Lessor can arrange the performance of advertising measures for a fee. The Lessor is entitled to draw attention to the event in the programme of events and on the Internet.

2. KK is not obliged to remove any advertising materials already on its premises even if these are in competition with the advertising of the Lessee. The Lessee requires the consent of KK in order to cover up any existing advertising areas.

3. The Lessee irrevocably indemnifies the Lessor from all claims that arise because the event, or the advertising for the event, infringes the rights of third parties (in particular copyrights, picture rights and name rights, trademark rights, competition rights, privacy rights) or other statutory regulations. The obligation to indemnify covers all cease-and-desist, court and legal prosecution costs.

4. Fly-posting is prohibited by statute and obliges the Lessee to pay damages.

5. Advertising materials, which are to contain the proprietary picture trademarks of KölnKongress GmbH (incl. the picture trademarks of individual event locations) or Koelnmesse GmbH or one of its subsidiaries, require the prior written consent of the relevant trademark owners.

Article 7 GEMA fees

The Lessee is solely responsible for the timely registration of works for which fees are payable to the GEMA (musical performing rights and mechanical reproduction rights society) and for the timely payment of the GEMA fees. The Lessor can require that the Lessee provide, in good time before the event, written verification that the event has been registered with the GEMA, written verification that the fees have been paid to the GEMA and/or written verification that the GEMA has invoiced the Lessee. If the Lessee is unable or unwilling to provide verification as per Sentence 1, the Lessor can require that security be furnished in the amount of the GEMA fees likely to be incurred by the Lessee.

Article 8 Production of Audio, Audiovisual and Visual Recordings

1. Audio recordings, audiovisual recordings, visual recordings and other recordings and transmissions of the event of all kinds (radio, TV, Internet, loudspeakers etc.) require the consent of the owners of the copyrights and ancillary copyrights and also the written consent of the Lessor. The Lessor is entitled to grant consent conditional on an agreement to pay a fee.

2. The Lessor has the right to make or have made audio/visual recordings and drawings of events or items exhibited or used for the purpose of documentation or for its own publications, provided that the Lessee does not object.

Article 9 Catering, Merchandising

1. The Lessor and the catering companies contractually bound to the Lessor hold the catering rights for the leased premises. The Lessee is not entitled to offer food, drinks, refreshments, tobacco products or similar.

2. The Lessee is not permitted, without the Lessor's prior written consent, to arrange for traders of any kind (photographers, flower-sellers, fair personnel) come to its events or to become commercially active itself beyond the mere holding of the event. In the event that the Lessor consents, percentage shares of the sales revenues, to be agreed separately, must be paid to the Lessor.

Article 10 Cloakrooms

The Lessor is responsible for cloakroom services to visitors. The Lessor decides whether, and to what extent, the cloakroom will be made available for the relevant event. Visitors must pay the cloakroom fees shown on the relevant notices. In this event, the Lessee must ensure that all visitors to the event use the cloakrooms.

2. The Lessee can substitute the compulsory cloakroom fees for visitors by paying a fee to be agreed with the Lessor.

Article 11 Fire Brigade, Police and Medical Services

The Lessor shall notify the fire brigade, police and medical services of the event, depending on its type and size. The scope of these services (number of persons to be provided) depends on the type of event, the number of visitors, the specific risks of the event and the possible requirements of the authorities in the individual case. The Lessee must pay the costs incurred for the presence and provision of these services.

Article 12 Admission Personnel, Security Personnel

1. Only qualified personnel may be employed as admission and security personnel who are sufficiently familiar with the event location, also in the event of any necessary evacuation. The Lessor supplies the necessary admission and security personnel at the expense of the Lessee. If the Lessee wishes to provide its own admission and security personnel, this is also possible. In this case, however, the Lessee is obliged to use the security-service providers of the contractual companies of the Lessor.

2. The number of admission and security personnel required is determined by the type of event, the number of visitors, potential risks of the event and any additional requirements of the building and public-order authorities. The Lessee shall be notified of the estimated costs incurred, if possible at the time of concluding the contract.

Article 13 Free Tickets

Unless otherwise agreed in the contract, KK receives up to 20 free tickets for indoor events and up to 30 free tickets for open-air events, which will be sent on request.

Article 14 Event- Technology Officers

If stage/studio/lighting equipment is to be set up for the event, § 40 SBauVO requires that "event-technology officers" or "event-technology experts" be provided at the expense of the Lessee.

Article 15 Liability of the Lessee

1. In accordance with the statutory regulations, the Lessee is liable for all damage caused by the Lessee or its employees and agents, the organiser or guests or other third parties for the purpose of § 278 and § 831 Civil Code (BGB) in connection with the event. The application of § 831 (1) Sentence 2 Civil Code (BGB) – "Exculpation from blame for selection" is excluded.

2. The Lessee indemnifies the Lessor against all claims of third parties made in connection with the event to the extent to which the Lessee or its employees or agents, guests or visitors are responsible for the same. This obligation to indemnify also covers official fines (e.g. for breach of the peace, blocking of escape routes), which may be imposed on the Lessor in connection with the event as the operator of the conference location.

3. The Lessee is obliged to arrange third-party liability insurance for the event at the request of the Lessor. If the Lessee is unable to verify insurance cover no later than 14 days prior to the event, the Lessor is entitled to arrange third-party liability insurance for the event at the expense of the Lessee.

Article 16 Liability of the Lessor

1. Strict liability on the part of the Lessor to compensate for defects in the leased premises from the outset is excluded.

2. A reduction in the rent for defects in the leased premises is possible only if the Lessor has been notified of the intention to reduce the rent during the term of the lease.

3. Unless essential contractual duties have been breached, the Lessor bears no liability for simple negligence.

4. If essential contractual duties have been breached, the Lessor's duty to compensate for damages is limited, in cases of simple negligence, to the average direct damages typical of the contract and foreseeable for the type of agreement.

5. The Lessor is not liable for damages resulting from measures that it has initiated in order to maintain safety and order. The Lessor is not liable for simple negligence if the event is restricted, cancelled or

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aborted on the instructions of the Lessor by reason of an erroneous risk assessment.

6. Where liability is excluded or limited under the provisions of these Terms and Conditions of Lease, this also applies to the agents and employees of the Lessor.

7. The aforementioned exclusions or limitations of liability do not apply in the event of culpably caused harm to human life, physical injury or harm to human health or in the event of expressly guaranteed properties. The application of § 831 (1) Sentence 2 Civil Code (BGB) – Exculpation from blame for selection — is also excluded on the part of KK.

Article 17 Cancellation of the Lease

1. If the Lessee does not hold the event for any reason for which the Lessor is not responsible or if the Lessee wishes to reschedule or relocate the event, the Lessee is obliged to pay the following lump-sum damages as a percentage of the agreed rent:

On cancellation

- § up to 6 months before the lease begins 20%
- § up to 3 months before the lease begins 40%
- § up to 6 weeks before the lease begins 60%
- § up to 4 weeks before the lease begins 80%
- § thereafter 100%

The damages calculation applies on a pro-rata basis in the event of a reduction in room size, partial cancellation or the rescheduling or relocation of an event.

Any cancellation by the Lessee must be given in writing and must be received by the Lessor within the periods specified.

2. The Lessee has the right to verify that the Lessor has suffered no damages or lesser damages. If the Lessor has suffered higher damages, it is entitled to claim damages of the relevant amount.

Article 18 Rescission, Termination

In the event of the breach of essential contractual duties, the Lessor is entitled to withdraw from the contract after unsuccessfully setting a deadline with a threat of rejection, especially in the event of:

- § breach of contractually agreed payment duties
- § Lessee owes outstanding arrears of payment to Lessor under other contracts of lease
- § major change in the purpose without the consent of the Lessor
- § lack of official permits and approvals for the event
- § breach of conditions/approvals of authorities
- § breach of statutory provisions relating to the safety of the event
- § the event infringes the rights of third parties
- § danger to public safety and public order

If the Lessor exercises its right of rescission, it reserves its right to payment of the fees agreed in Article 17. However, the Lessor must allow account to be taken of the cost savings.

Article 19 Force Majeure

If the event cannot take place for reasons of force majeure, each contractual partner pays its own costs incurred up until that time. If the Lessor has expended costs on behalf of the Lessee, which would be refundable under the contract, the Lessee is obliged to refund these costs. The cancellation of individual artists or failure of several participants to arrive on time or bad weather, including rain, ice, snow and storm, do not, under any circumstances, constitute “force majeure”.

Article 20 Exercising the Occupier’s Rights

1. The Lessee and its event manager have the right to exercise occupier’s rights towards the Lessee’s guests and visitors within the leased conference rooms to the extent required for the proper and safe organisation of the event.

2. The Lessor and the persons appointed by it shall continue to exercise, together with the Lessee and its event manager, the occupier’s rights towards visitors and third parties throughout the term of the lease.

3. For the purpose of exercising the occupier’s rights, the persons appointed by the Lessor must be given freedom of access to the leased premises at all times.

Article 21 Aborting of Events

In the event of a breach of essential contractual duties or of regulations relevant for safety and in the event of particular danger situations, the Lessor may require that the Lessee immediately evacuate and surrender the leased premises. If the Lessee fails to comply with such a requirement, the Lessor may have the premises evacuated at the cost and risk of the Lessee. In such cases, the Lessee is still obliged to pay the full fee.

Article 22 Compliance with event-related safety regulations

1. If decorations are to be brought onto the leased premises or platforms, rostrums or scenery areas are to be used or erected or stage/studio/lighting technology or other technical equipment is to be set up, it is absolutely necessary to comply with the “Safety Regulations” of KölnKongress and to make the compulsory declarations regarding the event as stipulated therein.

2. A written copy of the “Safety Regulations” will be sent to the Lessee on request if they were not already enclosed with the contract. In addition, they can be downloaded on the Internet www.koelnkongress.de.

Article 23 Rights of set-off or retention

The Lessee holds rights of set-off or retention against KK only provided that the Lessee’s claims are judicially confirmed as final and non-appealable or are undisputed or recognised by KK.

Article 24 Concluding Provisions and Court of Jurisdiction

1. Place of performance is Cologne. If the Lessee is a registered merchant, legal person under public law or public-law special fund or has no general court of jurisdiction within the Federal Republic of Germany, court of jurisdiction for all claims arising from the present contractual relations is Cologne. The Contract is governed solely by the law of the Federal Republic of Germany.

2. Should individual provisions of these General Terms and Conditions of Lease be or become invalid, this shall not affect the validity of the other provisions of the contract. In this event, the invalid provision must be supplemented or altered in such a way as to achieve the purpose intended by the invalid provision.

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House Rules

The House Rules define the rights and duties of visitors during the time spent in the conference location. The Lessee must ensure that duties towards visitors and guests are complied with.

Only visitors with valid admission tickets and guests of the event organiser may gain admission to the conference location. Visitors must occupy the places specified on the admission ticket for the relevant event and use only the entrances provided for that purpose. The admission ticket ceases to be valid on leaving the conference location.

All facilities of the conference location must be used in a **careful and considerate** manner. Within the conference location, all persons must behave in such a way as to ensure that no other person is harmed, endangered, obstructed or harassed more than is avoidable under the circumstances.

There may be **bans on smoking** in some rooms. The corresponding instructions must be observed.

The **closure of rooms**, buildings and outdoor areas or their evacuation may be ordered for safety reasons. All persons at the conference location and on the grounds must obey such instructions without delay and, in the event of an order to evacuate, must leave the conference location immediately.

The contents of **bags, containers and clothing** such as coats, jackets and cloaks may be examined. Visitors who do not cooperate in the confiscation by the control and public-order services of objects that could endanger the event or visitors, shall be excluded from the event. Visitors denied entry have no right to refund of the entrance fee. The special nature of the event may mean that it is prohibited to take bags and similar into the event. There is a general obligation to use the cloakroom.

Persons who are obviously under the influence of **alcohol or drugs** shall be excluded from the event and must leave the premises.

The provisions of the Youth Welfare Act (Jugendschutzgesetz) apply. Special rules apply only if expressly notified at the cash desks or entrance areas.

The following items are prohibited:

- § Weapons or dangerous items and items which, if thrown, could cause physical injury to persons
- § Gas aerosols, corrosive or colouring substances or pressurised containers for easily inflammable gases or gases harmful to health, except for standard cigarette lighters
- § Containers made of fragile or splintering materials
- § Fireworks, rockets, Bengal light, smoke powder, flares and other pyrotechnical objects
- § Mechanically and electrically operated sound instruments
- § All food, beverages or drugs
- § Animals
- § Racist, xenophobic or extremist propaganda materials
- § Audio or visual recording devices for commercial use (unless the event organiser has given consent)

Rights to own pictures: If KK employees, the event organiser or contractors make photographs, film and/or video recordings in the area of the conference location for reporting or advertising purposes, the recording activity may not be obstructed or impaired in any way. All persons who enter the conference location or remain in it have their attention drawn by the present House Rules of the fact that photos, film or video recordings will be made within the conference location. By entering the conference location, the persons recognisable on such recordings agree to these recordings being used for reporting and also for advertising purposes.

Volume for music events: Visitors will have their attention drawn to the fact that noise levels that may cause permanent damage to hearing will be reached over longer periods in the audience area during the event. To reduce the risk of damage, we recommend the use of hearing-protection aids. The event organiser shall provide visitors with earplugs on request.

Bans on entry to the premises apply to all current and future events taking place on the premises or areas of KölnKongress GmbH. For the ban to be lifted, a written application must be submitted giving the reasons; a decision will be given within three months.