AXICA
KONGRESS- UND TAGUNGSZENTRUM

GENERAL TERMS AND CONDITIONS FOR EVENTS

1. Applicability of the GTCs

1.1 If Event Organizer is a business, these General Terms and Conditions ("GTCs") shall apply exclusively to all services provided by AXICA Kongress- und Tagungszentrum Pariser Platz 3 GmbH ("Service Provider") under this Agreement.

1.2 Any and all standard business terms of Event Organizer that conflict with and/or supplement these General Terms and Conditions are expressly rejected.

2. Conclusion of the Agreement

2.1 Unless expressly noted otherwise, Service Provider's offers are deemed to constitute invitations to Event Organizer to issue an offer regarding the execution of an event (invitatio ad offerendum). Event Organizer is bound by its offer for a period of 14 days from the date of sending. The contract does not come into existence unless and until Service Provider accepts the offer in text form (e.g., in writing, by e-mail, or by fax).

2.2 Event Organizer's offers are not valid unless issued in text form. Unless expressly agreed otherwise in the individual case, side agreements, addenda, and/or amendments to the offer must also be in text form.

3. Subject Matter of the Agreement

3.1 The Agreement shall consist of various elements at the option of Event Organizer:

3.1.1 If Event Organizer rents space in the building at Pariser Platz 3, 10117 Berlin (the "Property"), the Agreement shall contain rental law elements.

3.1.2 If Event Organizer rents space outside the Property, it shall contain brokerage law elements.

3.1.3 If Service Provider provides Event Organizer with sound engineering, lighting technology and IT technology, the Agreement shall contain rental and service law elements.

3.1.4 If Service Provider provides Event Organizer with food and beverages ("catering"), the Agreement shall contain service law elements.

3.2 Service Provider shall provide no services other than those identified in Subsection 3.1.

3.3 Event Organizer shall bear overall, responsibility for planning and putting on the event. In particular, Event Organizer shall be responsible for the following:

3.3.1 the safety of the participants and the items they bring with them,

3.3.2 observance of the rights of third parties, particularly phonogram rights and neighboring rights, during the event, including obtaining the consent of the royalty collecting societies that administer the right to use any works, transmitting a list of the works used at the event and paying compensation to the royalty collecting societies,

3.3.3 hiring third parties (such as speakers and artists) and clarifying whether they may provide their services at the event site, and

3.3.4 ensuring that there is adequate event insurance. Event insurance is deemed adequate if it provides coverage in the amount of at least EUR 5 million for personal injury, at least EUR 5 million for property damage and at least EUR 0.1 million for pecuniary losses incurred in connection with the event and has market-based terms and conditions.

3.4 If Service Provider is to provide catering services, Event Organizer may not hire third parties for catering or support staff for Service Provider's catering operation or bring food.

3.5 Event Organizer shall release Service Provider from the obligation to obtain the consent of royalty collecting companies, to transmit a list in accordance with Sec. 42 (2) of the Royalty Collecting Societies Act (VGG) to the royalty collecting society and to pay compensation to the latter. Notwithstanding Sentence 1, Event Organizer shall submit to Service Provider within one week of the end of the event a list in accordance with Sec. 42 (2) VGG and proof that Event Organizer has sent the list to the royalty collecting society.

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4. Acceptance by the Event Organizer

4.1 It is the responsibility of the Event Organizer to inspect the property, the rooms outside the property and the sound, lighting and IT equipment for completeness, function and damage before the start of the event and to notify the Service Provider immediately of any incompleteness, defects and damage ("acceptance"). The service provider's technical partner may carry out the acceptance of the sound, lighting and IT equipment on its behalf.

4.2 The organizer must check the acceptance report prepared by the service provider without delay, in any case before the start of the event, note any objections in it and sign the report. If the organizer fails to participate in the acceptance or fails to point out any incompleteness, defects or damage, the acceptance shall be deemed to have taken place without objection and the organizer may not derive any rights or claims from the failure to give notice of defects.

4.3 The organizer's obligation to inspect and give notice of defects and clause 4.2 sentence 2 shall apply accordingly if a defect or damage only occurs after acceptance.

5. Changes to the Event

5.1 The stipulations in the Agreement with respect to the event are binding.

5.2 Any modification of the services to be provided by Service Provider shall require a written agreement ("Addendum"). There is an exception for a change in the number of participants stated in the Agreement by up to 3% ("permissible change"). A permissible change does not alter the agreed-upon prices. Event Organizer has no right to conclude an Addendum.

5.3 If the change in the number of participants in an event on the Property would result in overcrowding of the agreed-upon premises, Service Provider can condition its consent to the change in the number of participants on Event Organizer's rental of larger premises on the Property.

6. Prices, Minimum Sales Revenues

6.1 The prices agreed upon in the Agreement and the cost estimate shall apply. If an Addendum or an additional cost estimate is agreed upon, the prices established therein shall apply if they differ from the prices in the Agreement or in the cost estimate attached to the Agreement. If multiple Addenda or cost estimates are agreed upon, Sentence 2 shall apply with the proviso that the last Addendum or cost estimate shall prevail.

6.2 If the event starts more than 6 weeks after the Agreement has come into effect the Service Provider shall be entitled, at its reasonable discretion, to increase the price for the affected service components if the Service Provider's prime costs at the time the service is provided have increased compared to the time the Agreement came to effect and the original price is shown separately in the cost estimate. The right to adjust prices shall be limited to the percentage of the increase in prime costs and only exists if and to the extent that the increased prime costs are not offset by reduced prime cost in other service components. The Service Provider must inform the Event Organizer immediately of such a change in the production costs so that the Event Organizer may change this service component if necessary. Conversely, the Event Organizer has a right to a price reduction if the prime costs of any service component are reduced, unless this reduction is offset by cost increases elsewhere.

6.3 All prices are exclusive of VAT. It is Event Organizer's responsibility to prove that no value-added tax is owed for the event.

6.4 If the compensation for the catering services utilized by Event Organizer in a particular day falls below the minimum sales revenues for catering agreed upon in the cost estimate, Event Organizer shall pay the minimum sales revenues for catering for this day.

6.5 If Service Provider provides a service beyond the agreed-upon scope of the cost estimate for Event Organizer (an "Additional Service"), Event Organizer shall pay the compensation set forth in the cost estimate for the Additional Service.

6.6 Service Provider shall bill for the services it provides in connection with the event. Event Organizer must raise any objections it may have with respect to the invoice in text form within one week of invoice receipt. If Event Organizer raises no objection within this time period, the invoice shall be deemed to have been accepted.

6.7 Event Organizer shall make non-cash payment by transferring the amount to the Service Provider's bank account indicated in the cost estimate.

7. Advance Payment

7.1 Event Organizer shall make an advance payment as security for Service Provider's payment claims.

7.2 If the amount and due date of the advance payment are not set forth in the Agreement, the advance payment shall be 50% of the total price stated in the Agreement plus VAT and shall be due and payable two weeks after the Agreement takes effect. If the Agreement provides for advance payments that do not cumulatively add up to the total price plus VAT provided for in the Agreement, Event Organizer shall pay the difference between the aggregate of the advance payments and the total price plus VAT no later than one week before the start of the event.

7.3 Notwithstanding Subsection 7.2, the advance payment shall be 100% of the total price set forth in the Agreement plus VAT and shall be due and payable immediately if the event begins less than two months after the Agreement takes effect.

8. Deadlines and Due Dates

Event Organizer is responsible for compliance with the deadlines and due dates set forth in the Agreement as well as the additional ones set forth here:

8.1 Before the day of the event

8.1.1 21 calendar days before the start of the event:
Submission of proof of the purchase of event insurance in accordance with Subsection 3.3.4 and payment of the insurance premium, list of the names and addresses of the Event Organizer's other service providers for the event, including contact data,
Ordering the selection of food and beverages, including information on special dietary requirements (allergies, halal, kosher, etc.),
ordering the technical equipment for the event (AV & IT),

8.1.2 15 calendar days before the start of the event:
A detailed timetable for the event, including assembly and dismantling services, notification of the number of participants if it differs from the number of participants indicated in the Agreement,
ordering crew catering,

8.1.3 10 calendar days before the start of the event:
Notification of the title of the event if it differs from the title set forth in the Agreement, transmission of the Event Organizer's logo for display at the event site,

8.1.4 5 calendar days before the start of the event:
Transmission of the first and last names of all participants and identification of VIP guests,

8.2 Inspection of the premises and creation of a handover report on the first day of the event – 30 minutes before the premises are handed over; Event Organizer shall promptly report any damage to the premises to Service Provider;
30 min. before the start of the event:
Handover of the premises to Event Organizer,

8.3 After the event
Within 30 min. after the end of the event:
Return of the premises, removal of the

trash generated by the event and creation of the return report.

9. Rescission, Rescission Fee

9.1 The Agreement may only be rescinded for good cause for which the person of the Party wanting to rescind the Agreement is not responsible.

9.2 Service Provider shall have good cause, in particular, if Event Organizer

9.2.1 in violation of Section 6 fails to make the advance payment despite a warning,

9.2.2 in violation of Section 4 seeks to make a substantial change to the number of participants or the services to be provided by Service Provider less than one month before the start of the event

9.2.3 in violation of Subsection 3.3.4 fails to properly substantiate the purchase of event insurance or the payment of the insurance premium

9.2.4 if the Event Organizer does not promptly submit its confirmation of the representative's authorization regarding a contract concluded by his authorized representative,

9.2.5 in violation of Section 10 transfers or encumbers rights or claims arising from this Agreement

9.2.6 if Service Provider is understandably concerned that putting on the event will damage its good reputation, or

9.2.7 if Service Provider is understandably concerned that human rights or basic rights will be violated in connection with the event and Event Organizer fails to fully allay these concerns.

9.3 Event Organizer shall not have good cause if Service Provider restricts pedestrian or vehicular access to the Property or the pathways within the Property due to another event, which is being held at the same time as the event or immediately before or after the event. In particular, Event Organizer agrees to use the secondary entrance to the Property (Behrenstrasse 73, 10117 Berlin).

9.4 Notwithstanding Subsection 9.1, Event Organizer can rescind the Agreement up to one month before the start of the event if Event Organizer agrees, upon rescission, to pay Service Provider 100% of the rent for the premises, 80% of the provisioning costs and 80% of the minimum sales revenues for catering (the "Rescission Fee"). After that date, Event Organizer can rescind the Agreement only if Event Organizer agrees, upon rescission, to pay 100% each of the rent for the premises, of the provisioning costs and of the minimum sales revenues for catering ("Augmented Rescission Fee"). Event Organizer's rescission under Sentences 1 and 2 shall be valid only if Event Organizer pays the Rescission Fee or the Augmented Rescission Fee within one week of sending the notice of rescission to Service Provider.

9.5 Notwithstanding Subsection 9.1 and irrespective of Subsection 9.4, Event Organizer can rescind the Agreement if the event cannot be held for extraordinary reasons, which Event Organizer could not foresee or avoid and for which Service Provider is not responsible. In this case, Event Organizer shall be obliged to pay compensation in the amount of the expenditures already made by Service Provider plus 20% of the expenditures it must still make plus 50% of the agreed-upon rent. Alternatively, Service Provider can demand lump-sum compensation of 50% of the most recent cost estimate; in this case, Event Organizer shall be free to prove that Service Provider is not entitled to any compensation or only to significantly less compensation.

9.6 Otherwise, i.e., irrespective of Subsections 9.4 and 9.5, Event Organizer can only rescind the Agreement for good cause. The Parties agree that good cause justifying a right of rescission on the part of Event Organizer shall only exist if Event Organizer cannot be expected to adhere to the Agreement due to Service Provider's misconduct.

10. Liability

10.1 Unless otherwise agreed below, Event Organizer shall have no claims for damages against Service Provider, irrespective of the legal basis therefor, unless these claims are based on

10.1.1 culpable loss of life, bodily injury, or impairment of health,
10.1.2 intent or gross negligence, or
10.1.3 culpable violation of a maintenance obligation incumbent upon Service Provider with regard to the event location or of another obligation that renders the proper performance of the contract possible in the first place and on the fulfillment of which Event Organizer may therefore rely ("cardinal obligation") by Service Provider or by any of its legal representatives, employees, or vicarious agents.

10.2 In the case of claims for damages in connection with violation of cardinal obligations that are not based on intent or gross negligence on Service Provider's part or on the part of any of Service Provider's legal representatives, employees, or vicarious agents, Service Provider's liability is limited to the foreseeable amount of damage or loss that is typical of the contract.

10.3 Strict warranty liability pursuant to Sec. 536a of the German Civil Code [Bürgerliches Gesetzbuch (BGB)] is ruled out.

10.4 To the extent that Service Provider's liability is limited or excluded, these rules shall also apply to personal liability of its legal representatives, its employees and vicarious agents.

10.5 Claims concerning damage to items brought onto the event location by Event Organizer must be asserted in text form according to the grounds for the claim within a limitation period of 14 days after the damage occurs; Event Organizer can submit the calculation of the amount of the damage or loss afterward, even after this time limit expires.

10.6 Any and all claims asserted against Service Provider by Event Organizer shall lapse two years after such claims arise, irrespective of when Event Organizer became aware of their existence.

10.7 Event Organizer shall be liable to Service Provider for any damages that Event Organizer or a participant in the event registered by Event Organizer causes to the premises or to items supplied by Event Organizer. Damage shall be deemed to have been caused by Event Organizer if the handover report does not document the damage, but the damage is documented on the return report or is otherwise detected. Event Organizer shall be free to prove that it did not cause the damage.

10.8 If a participant makes a claim for damages against Service Provider, Event Organizer shall fully indemnify Service Provider, its legal representatives, employees and vicarious agents (including reasonable legal enforcement and legal defense costs, expenses, fees, taxes, etc. and reasonable advance payments) unless the Service Provider's liability was based on
10.8.1 culpable loss of life, bodily injury, or impairment of health,
10.8.2 intent or gross negligence, or
10.8.3 breach of cardinal obligations (Subsection 10.1.3).

10.9 If damage claims made by participants are in any way based on a merely slightly negligent breach of cardinal obligations and exceed the foreseeable damages typical of the contract defined in Subsection 10.2, Event Organizer's indemnification obligation shall apply to the excess amount.

11. Transfer of Rights and Claims

A Party may only transfer rights or claims under this Agreement with the express written consent of the other Party. The same shall apply to any encumbrance of these claims and rights, such as encumbrance with a lien.

12. Data Protection

Service Provider processes personal data in accordance with its Data Protection (Privacy) Policy, which is available www.axica.de/privacy.html.

13. Applicable Law, Venue

13.1 The Agreement shall be subject to the laws of the Federal Republic of Germany, excluding the conflict-of-law rules of international private law.

13.2 The Regional Court of Berlin shall have exclusive jurisdiction over all disputes

under this Agreement to the extent permissible.

14. Severability Clause

If a provision of these GTCs is or becomes invalid or unenforceable ("flawed provision"), this shall not affect the validity of the remaining provisions. The flawed provision shall be replaced with a valid and enforceable provision that comes closest to the purpose pursued by the Parties with the flawed provision. The same shall apply to any gap in these GTCs.