

## Standard Contract Terms and Conditions (Standard Terms) for Events

### 1. Scope

1.1 Unless otherwise agreed in writing, the Standard Contract Terms and Conditions ("Standard Terms") for Events apply to contracts between Augsburgischer Schwabenhallen Messe- und Veranstaltungsgesellschaft mbH ("ASMV") and its customers relating to the services specified in more detail in the contract ("contracted services") for the stipulated contract subject matter and the intended use as defined. In addition to the Standard Terms, the ASMV Special Contract Terms and Conditions ("Special Terms") for Events, Technical Manual, and Facility Rules of Conduct also apply.

1.2 For improved readability, efforts have been made to compose these Standard Terms and all of its parts using gender-neutral terminology. In the event that gender-specific terminology is nevertheless found, such wording applies to individuals of any gender regardless of the terminology used. Such wording should not be construed in any way as discriminatory with respect to any other gender, but should instead be interpreted as gender-neutral.

1.3 Any of our customers' other terms and conditions or terms and conditions that differ from these obligate ASMV only to such extent as they are consistent with ASMV's Standard Terms and/or the applicable contract, or where ASMV has expressly approved such in writing. In the event that there are terms in a separate written agreement or in ASMV's Special Terms, Technical Manual, or Facility Rules of Conduct that differ from these Standard Terms, the terms of those documents, in the order specified, shall always prevail with respect to the corresponding term in these Standard Terms.

### 2. Customers, Exhibitors/Co-Exhibitors, Event Organizers

2.1 An ASMV customer within the meaning of these Standard Terms refers to any natural person or legal entity governed by private or public law that engages ASMV to provide individual services or a combination of services more specifically identified in other contract documents (hereinafter: "Customer").

2.2 A Customer that rents space at an event for the duration of the event and appears in this space with the Customer's own personnel, presenting the Customer's own products and services or the products and services of third parties approved by ASMV (hereinafter: "Exhibitor") remains accountable for all of the obligations incumbent upon a "Customer" or "Exhibitor" pursuant to the wording of these Standard Terms.

2.3 A third party that does not contract directly with ASMV as a Customer but presents its own products and services at the Exhibitor's stand is a co-exhibitor (hereinafter: "Co-Exhibitor"). This term encompasses every other company whose products and services are presented by an Exhibitor. Where an Exhibitor offers additional products or services from other companies beyond the products of a single manufacturer, those additional companies are also considered Co-Exhibitors. The participation of Co-Exhibitors in an ASMV event is governed by the rules set out in the Special Terms for the respective event.

2.4 A Customer that rents event space and devises, organizes, and carries out an event in that space at that party's own expense and risk (hereinafter: "Event Organizer") remains accountable for all of the obligations incumbent upon a "Customer" or "Event Organizer" pursuant to these Standard Terms. Where an Event Organizer acts as an agent, for example, to hold an event on behalf of a third party, this situation is to be reported to ASMV prior to signing the contract, and the third party is to be identified in the specific contract together with the third party's authorized contact person and that individual's contact information.

2.5 Regardless of the situation, the Customer must identify to ASMV a contact person by name who holds the authority to make decisions and sign contracts together with that individual's contact information (phone, fax, e-mail). Pursuant to the Bavarian Regulation on the Construction and Operation of Places of Assembly (*Bayerischen Verordnung über Bau und Betrieb von Versammlungsstätten*, VStättV), in the case of events organized by an Event Organizer, the contact person must also hold the role and responsibilities of "event manager".

### 3. Subject of the Contract

3.1 The subject matter governed by the specific contract comprises the provision of individual areas relevant to an event, such as halls, rooms, and/or outdoor spaces ("event space") at the facility for the intended use defined in the Special Terms or other written agreement. The contract's subject matter can be expanded to include the provision of event-related services and deliverables, the rental or sale of portable equipment and other items, as well as the provision of specific infrastructure, other services, and technology ("event services").

3.2 The Customer must meet all reporting, notification, and permit requirements imposed by government agencies or stipulated by law at the Customer's own expense. The relevant points of contact are provided in the Technical Manual. Event space is provided on the basis of evacuation route plans and/or seating arrangements and/or hall layout plans with stipulated visitor capacity approved by the competent authorities, which can be examined by Exhibitors at any time either at ASMV's premises (in the case of ASMV-organized events) or at the Event Organizer's premises (in the case of events organized by an external event organizer). Any directives by the competent authorities to reduce visitor capacity must be complied with. The Event Organizer must ensure that the number of visitors admitted to the venue will not exceed the permitted number of visitors under any circumstances.

3.3 Layout plans that are new or that differ from the previously approved event plans devised by the Event Organizer must be submitted in a timely manner prior to the event to the competent City of Augsburg agency (see section 7 of the Technical Manual) for approval. For a fee, ASMV can provide an event service whereby ASMV will complete the process to have the corresponding permits approved on the Event Organizer's behalf. Where ASMV performs this service, the completion of the official permit process will be at the Event Organizer's expense and risk.

3.4 The Customer is granted a limited right to use common traffic areas, walkways, restroom facilities, coat checks, and entrance areas for the duration of the event, inclusive of the times for set-up and tear-down. Specifically, the Customer is required to allow these areas to also be used by third parties. Where several events are being held at the facility at the same time, the conduct of each Customer must cause as little disruption as possible for the others. Customers, in particular Event Organizers, have no right under the contract to demand that another Customer's event be restricted in some way.

3.5 Utility rooms and areas such as workshops, building services rooms, storage areas, and office areas situated within the ASMV facility are not covered by the specific contract and are not provided for use unless otherwise stipulated in the specific contract. The same applies to all wall and building surfaces as well as to windows, ceilings, and wall areas both within and outside of the halls and the Conference Center, in particular where there are common traffic areas and entrances. ASMV exercises sole and exclusive authority over these areas.

### 4. Reservations, Contract Formation, Contract Changes

4.1 A reservations of event space for particular event dates made in the "text form" described by German law – digitally in the Service Portal or via e-mail – for an event specified in the Special Terms constitutes an open option to enter into a specific contract, which is subject to a time limit. There is no right to an extension for a reservation that is expiring. Reservations cannot be

transferred to third parties. The fact that an event has been held multiple times or that event space has been provided multiple times for specific dates does not establish any rights for the future unless so stipulated in an individually tailored term or condition in the specific contract.

4.2 ASMV makes decisions to present non-binding offers to prospective Customers at ASMV's discretion, taking into account the spaces available for the event as well as the event's purpose and structure.

4.3 The specific contract comes into existence when the prospective Customer fills in the location, the date, and the individual with authority to sign for the reservation (first name, last name, and position) on a copy of ASMV's non-binding offer or written contract draft in machine-readable format, or signs such document by hand next to the information on the location, date and authorized individual, sends this document to ASMV before the offer deadline expires, and subsequently receives an order confirmation or a countersigned copy of the contract draft back from ASMV. The non-binding offer from ASMV and the copy with the necessary information filled in by the Customer can be sent digitally via e-mail or through the postal service. The specific contract can also be entered into in writing as described in of Sec. 126 of the German Civil Code (*Bundesgesetzbuch*, BGB) before the offer deadline expires. The electronic form pursuant to Sec. 126a of the BGB entailing the use of an electronic signature by both parties is also deemed equivalent to the written form requirement.

4.4 As a general rule, ASMV does not confirm the receipt of documents. Any confirmation of receipt that the Customer happens to receive does not constitute an order confirmation for the purposes of these Standard Terms.

4.5 Where the specific contract is changed or amended by mutual agreement of the parties after the specific contract has already been signed, the changes are only required to be made in text form. This requirement is deemed satisfied where the respective statement is sent digitally via e-mail and that same statement is likewise confirmed by the recipient at minimum via e-mail. Changes and amendments agreed to verbally must be immediately drawn up in text form and confirmed by the other party in text form. Agreements entered into on short notice such as, for example, during the set-up of technical media- or event-related elements may also be confirmed in text form via a delivery receipt/statement of work.

4.6 For purposes of specificity, ASMV may send a new order confirmation or a separate addendum in text form to the Customer after every change. The order confirmations and addenda are to be numbered. In the case of events organized by ASMV, the order confirmation with the highest number is effective.

4.7 The Customer can engage ASMV to provide event services according to terms and conditions that ASMV can send digitally through the Service Portal or, by request, individually in text form. Every order of event services confirmed by ASMV constitutes a subsequent expansion of the specific contract.

4.8 Where ASMV is organizing an event, ASMV reserves the right to change the type, size, and layout of the stand and/or the floor plan and/or the entrances, emergency exits, and aisles. Where the stand type is changed or the stand size is changed by +/- 10%, the Exhibitor can rescind the specific contract via text form within one week of receipt of the notification.

4.9 Changes made by the Event Organizer to material provisions set out in the Special Terms or other written specific contract such as, for example, the name of the event, time period of the event, type of event, nomenclature, stipulated event subject matter, intended use, and every variation of "provision for third-party use" with the exception of subleasing arrangements with the Event Organizer's own customers (and a change in the contracting party), require ASMV's express permission in writing in advance, which is possible only where such changes will not adversely affect ASMV's interests, in particular with regard to any pre-existing or pre-planned event portfolio. ASMV may refuse to grant permission without stating a reason.

4.10 In the event of unauthorized subleasing of event space, ASMV has the right to demand that the space be vacated and, should this not occur immediately, to carry this out or arrange for this to be carried out at the Customer's expense. This shall not affect ASMV's right to terminate the contract for cause.

4.11 The Customer remains the sole party accountable to ASMV for the satisfaction of all obligations arising under the respective specific contract. To that end, the Customer warrants that the Customer will satisfy the obligation to comply with the Technical Manual and Facility Rules of Conduct, and will incorporate this into the Customer's own terms and conditions and/or other contract provisions entered into with the Customer's clientele, parties engaged to work on the Customer's behalf, the Customer's visitors, and other parties doing business with the Customer, where such terms and provisions are applicable in connection with the event identified in the specific contract.

4.12 ASMV reserves the right to make changes and amendments to the Standard Terms, the Technical Manual, and the Facility Rules of Conduct provided that doing so is necessary for legal, technical, or safety reasons.

## 5. Event Space Assignment/Delivery and Period of Use

5.1 As a general rule, the exclusion of competitors is not permitted. Specifically, where ASMV is organizing an event, ASMV has the right to unilaterally determine the arrangement of Exhibitors in the halls according to industry and product group as well as their prevalence. Exhibitors likewise have no right to a specific environment for their stands as regards the allocation of adjacent or nearby spaces. ASMV is not in any way obligated to continue management practices employed for previous events of the same type.

5.2 Event space is provided to Exhibitors only after the stipulated fees have been paid in full. After a warning has gone unheeded and corresponding notice issued, ASMV may otherwise allocate event space that has not been fully paid for. In such case, ASMV can refuse to turn over the event space to the Exhibitor, refuse to register the Exhibitor in the exhibitor directory, and refuse to issue exhibitor ID badges.

5.3 Unless otherwise provided, the period of use starts when the event space is delivered to the Customer at the beginning of the set-up period and ends no later than the end of the last day set for dismantling/tear-down, at the times defined for such in the respective specific contract. Where the event space is not returned on time, there can be no tacit extension of the specific contract. Sec. 545 of the BGB does not apply.

5.4 The Customer must ensure that the areas and rooms provided to the Customer, including the fixtures, are treated with care and maintained in clean condition. Any damage is to be reported to ASMV immediately. If there is an immediate risk of the damage spreading, the Customer must immediately initiate the necessary measures to mitigate the effects.

5.5 Prior to the start of the event, as a general rule at the start of the set-up period, ASMV or the Customer can request a joint walk-through and inspection of the event areas to be provided for use as well as the emergency exits and evacuation routes. Where the Customer discovers defects or damage to the subject of the contract while conducting an independent walk-through, these are to be reported to ASMV immediately in text form. The Customer and ASMV can request the drafting of a delivery receipt that includes a log in which the condition and any defects or damage will be recorded. Where the parties forego a delivery receipt with such log, it will be assumed that at the time the space was delivered, there were no discernible defects beyond the usual signs of use. Where the Customer discovers damage at a later date or where the Customer or parties engaged to work on the Customer's behalf cause damage, the Customer must report this to ASMV without delay. The Customer is advised to photograph discernible defects/damage and to report and/or send this to ASMV via e-mail, prior to the start of the event if at all possible.

5.6 The Exhibitor owes a duty with regard to running the Exhibitor's stand to the effect that, during the specified opening hours and over the entire duration of the event, the Exhibitor's stand must be properly set up, stocked with the items to be displayed, and staffed by specialized personnel. The stand may not be closed down early. Accordingly, the Exhibitor may not begin to remove the items on display and/or dismantle the stand prior to the end of the event.

5.7 All exhibits on display must be free from technical defects, they must have been precisely described by the Exhibitor when the reservation was made, and they must conform to the classification in the exhibitor directory. At ASMV's request, any categories of the Exhibitor's items on display that were not expressly listed during registration or which infringe third-party rights must be removed from the stand immediately.

5.8 All items, erected structures, connections, and decorations brought in for the event are to have been removed by the Customer in their entirety by the stipulated end of the dismantling period and the area restored to its original condition. Any items left in the ASMV facility or on the grounds may be removed at the Customer's expense. In the event that the areas governed by the contract are not returned on time in clean, vacated condition, the Customer must pay compensation for use that is equivalent to the fee for use. Where the ASMV facility and/or individual rooms have been especially heavily soiled beyond the level normally sustained during events, ASMV has the right to charge the Customer a reasonable surcharge for the additional cleaning expense. ASMV reserves the right to assert more extensive claims in the event of damage or late return of the areas governed by the contract.

5.9 Use outside of the opening hours for Exhibitor events will incur a fee and requires ASMV's written permission in advance pursuant to the clauses in the specific contract.

## 6. Event Services

6.1 ASMV can rent or sell to the Customer the products defined in the specific contract and provide event-related services. Additionally, ASMV makes available to the Customer select event services, which can be obtained by placing a work order directly with ASMV's official service contractors.

6.2 Unless otherwise stipulated, the Customer receives the event services from ASMV, irrespective of ASMV's right to have the event services that are ordered carried out by agents and other parties engaged to work on ASMV's behalf or their subcontractors, as the case may be. These parties have the authority to provide expert advice on ASMV's behalf to the Customer and parties engaged to work on Customer's behalf.

6.3 Purchased items remain ASMV's property until all monies owed have been paid in full. The foregoing applies analogously to the sale of access rights for specific areas of the facility, such as parking permits, exhibitor ID badges, and event tickets for visitors.

6.4 Rented items remain the property of ASMV or the party engaged to work on ASMV's behalf or ASMV's official service contractor, and are turned over to Customer only for use in conformity with the contract at the event identified in the Specific Terms for the duration of the rental period. No other type of use is permitted. Unless otherwise provided, the rental period starts when the rented item is delivered to the Customer and ends no later than four hours after the official end of the event. Continuation of use will not be tacitly permitted.

6.5 The Customer is aware that rental items are used on multiple occasions and are not always in new condition. Where rental items exhibit the usual signs of wear and tear attributable to their use as rental items, this does not constitute a defect. ASMV reserves the right, in special situations, to provide rental items that are of equivalent or higher quality than the rental items ordered at the price stated in the respective specific contract. The Customer must keep the rental items in the Customer's direct possession and use them only at the defined location of use. ASMV

or parties engaged to work on ASMV's behalf have the right to verify that this is the case at any given time.

6.6 The Customer must use the rental items in a careful manner and follow the recommendations regarding their maintenance, care, and use. After the end of the rental period, the rental items are to be prepared for pickup and made accessible. Returning rental items early does not result in early termination of the rental arrangement. Where rental items are not surrendered/prepared for pickup on time, ASMV or the party engaged to work on ASMV's behalf or ASMV's official service contractor has the right to demand compensation by way of a fee appropriate for the length of time for which the items are retained. The Customer is responsible for any additional expenses caused by such situation. If rental items are lost, the Customer must provide reimbursement in the amount of the cost for new items. The foregoing does not affect the right to assert more extensive damages claims.

6.7 Purchased and rental items can be listed in ASMV's electronic catalogues, which are available digitally via the web-based environment. All dimensions stated in the catalogues are approximate only.

6.8 The Customer can procure the event services defined in the Technical Manual as "work involving safety concerns" only through ASMV. These event services include material handling (to/from the event space) as well as any assembly or dismantling as may be necessary insofar as this is not separately identified in the description of the event services. The scope of the select event services that involve safety concerns such as, for example, security services, emergency medical services, and fire watch services, depends on the type of event, the estimated number of visitors, and the requirements and risks specific to the given event. This will be assessed by ASMV prior to signing the specific contract during the approval process in coordination with the competent authorities for general safety and fire safety.

6.9 For safety reasons, both the marking out (for rigging) in the event space as well as the suspension of objects from ceilings and event hall structural elements may be carried out exclusively by ASMV, and only after the review and corresponding green light for the hall layout plans and rigging plans in .dwg format that have been approved by the competent authorities. If there is any doubt, a structural analysis of the planned loads will be conducted at the Customer's expense; the Customer will be informed of this in advance. Reference is explicitly made here to the provisions of the Technical Manual.

6.10 The Customer does not have a right to set up the Customer's own wireless networks or WLAN networks or operate WLAN access points without permission from ASMV. If such networks are run without permission, they will shut down without advance notice. ASMV reserves the right to assert claims for damages due to interference caused. Customers that use ASMV's internet connection (LAN or WLAN) or provide such to their clientele/parties doing business with them are responsible for ensuring that there is no abuse, in particular in the form of the infringement of copyrights, the distribution or downloading of protected or prohibited content, or visits to websites with content in breach of criminal law. In the event that claims are made against ASMV for violations committed by the Customer, the Customer's clientele, parties doing business with the Customer, or other users in the Customer's "back room", the Customer shall release and indemnify ASMV from and against all financial demands including any costs for pursuing legal actions.

6.11 At the ASMV facility, waste is to be avoided where possible and sorted. Where ASMV is organizing an event, ASMV will be responsible for the disposal of small quantities of waste resulting from the daily operation of the stand and waste in common areas as well as in the outdoor areas; fees will be charged for this as set out in the specific contract. Daily cleaning of event space that needs to be performed outside of the opening times defined in the Special Terms can be carried out either by the Customer or by ASMV in accordance with a separate work order placed with ASMV.

6.12 Refreshments are provided at the facility by ASMV's official service contractor. Exhibitors, Co-Exhibitors, and visitors have the right to place work orders directly with the official service contractor. The Event Organizer must report requests and requirements regarding hospitality services and coordinate these with the official service contractor in a timely manner, however no later than three months prior to the event.

6.13 Event services will be provided as agreed in the specific contract, subject to minor deviations in dimensions, form, and color. Other deviations are permitted only where the type and scope of such are mutually agreed in text form. ASMV is not obligated to review information provided by the Customer to determine whether it is complete, plausible, or correct.

6.14 Where the Customer hires a third party to set up and fit out the Customer's event space, the Customer must ensure that this third party holds sufficient authority to represent the Customer, i.e., that said third party's declarations of intent can be imputed to the Customer, and that said third party is able to formally accept and/or confirm the provision of event services from ASMV and/or parties engaged to work on ASMV's behalf. At ASMV's request or the request of parties engaged to work on ASMV's behalf, evidence of this authority is to be produced in writing. Nevertheless, where ASMV is organizing an event, ASMV is not obligated to verify the authority held by individuals in attendance at the respective event space or stand.

6.15 Orders for event services are binding on the Customer. Specific dates/times must be expressly agreed and confirmed by ASMV in text form. In the event that the type and/or scope of event services changes for reasons beyond ASMV's control, or where it is determined beforehand or while services are being provided that changes are required for technical reasons, the specific date/time that had been agreed will be postponed in line with the additional time required.

6.16 Where a date/time is agreed for event services to be carried out, this will be postponed for the period during which the contracted service cannot be carried out due to force majeure. Where this renders performance impossible or excessively difficult, ASMV has the right to cancel the respective order. More extensive rights on the Customer's part are barred.

6.17 Where no specific date/time has been agreed, the event services will be provided no later than by the start of the event or – depending on the event service – while the event is ongoing.

6.18 In the event that the Exhibitor's stand or the Event Organizer's on-site office is not staffed when goods are being delivered or event services are being provided, the work will be deemed performed properly and on time once the delivered goods have been set down at the stand or at the Event Organizer's on-site office or once the event service has been performed. Starting from that time, the Customer bears the risk of destruction and deterioration, specifically damage, spoiling, or loss. ASMV or parties engaged to work on ASMV's behalf are not obligated to verify the credentials of the individuals in attendance at the event space when deliveries are made or installations are performed.

6.19 Prior to putting the event services to use, the Customer should confirm that the contracted service has been rendered thoroughly and in conformity with the order, and does not impact on the safety of people entering and leaving the area. Where the Customer does not assert legitimate rights to have defects cured in text form immediately after services have been performed – no later, however, than when they are first put to use – the event services will be deemed to have been provided in conformity with the order.

6.20 Complaints of any kind are to be reported to ASMV in text form without delay and should state the time, location, type, and extent of the defect. Where defects are legitimate, ASMV will provide a cure. In the case of goods delivered, at ASMV's discretion, this may also be accomplished by delivering a replacement.

## 7. Fees for Use/Prices

7.1 Fees for use are established in the respective specific contract in effect for the particular event. Additional fees are charged for any event services stipulated under the contract and for the event-related use of equipment in the event space. Because ASMV offers such an extensive portfolio of event services, the prices for event services have been made directly accessible via the Service Portal, or they can be sent on request.

7.2 Unless otherwise provided, the stated prices are the net prices that apply for the duration of the respective event. The respective amount of sales tax (VAT) applicable by law is to be paid in addition to those prices. A cash discount is expressly barred.

7.3 Where the period between the date that the specific contract is signed and the start of the event is longer than four months, ASMV has the right to adjust the prices for event services and any services with consumption/usage components in line with the developments in market prices occurring when the event is set to begin. This applies equally to increases and decreases. In this context, an increase is only permitted where it can be demonstrated that the increase is not attributable to circumstances under ASMV's control. Any potential price increase will be communicated to the Customer in a timely manner and if implemented, may not exceed 15% of the original stipulated price.

7.4 Where ASMV's total cost for going forward with the event as determined based on a duly performed calculation of the expenses to be taken into consideration (e.g., wages, materials, energy, government levies, etc.) increases so significantly that adhering to the fee for use stipulated at the time the specific contract was signed is no longer tenable for ASMV, the Customer and ASMV are to enter into negotiations regarding an adjustment to the fee for use. Where the Customer rejects sharing any part of the increased cost, ASMV has the right to rescind the contract. As a rule, where the cost increases by more than 20% in comparison to the cost at the time the specific contract was signed, this is assumed to be untenable.

7.5 Where the specific contract provides that event-related costs with consumption/usage components, for example for electricity and heat, are to be assessed based on meter readings, ASMV will read the meters before and after the event and will issue an invoice to the Customer for these once the event has ended. In the case of services invoiced based on time, the amount of time worked per day will be rounded up to the next half hour.

7.6 In the event that the deadlines specified in the specific contract for approval and ordering are not met, the Customer must compensate ASMV for the additional expense incurred by paying the late payment charges in the amounts stipulated in the specific contract. The same applies with respect to the obligation to order the event services identified in the Technical Manual as involving safety concerns, which must be procured exclusively through ASMV. In such case, ASMV has the right, without being required to present further documentation, to demand that the Customer pay liquidated damages in the amount specified in the specific contract. If in ASMV's estimation the lost profits are higher, ASMV can also demand, with corresponding documentation, that the Customer pay a higher damages figure.

## 8. Invoicing

8.1 ASMV can demand that the Customer prepay 100% of the fee for use and a reasonable security deposit to secure ASMV's receivables. Except as otherwise provided by contract, these payments are to be made no later than eight weeks prior to the start of events to ASMV's account identified in the specific contract or the invoices. Unless otherwise stated on the invoice or in the specific contract, invoices are always due and payable immediately upon being received without deduction. Invoices for work orders during the set-up period or during an event are to be paid immediately upon receipt on site exclusively in cash or via debit/credit card.

8.2 Where the provision laid out in 8.1 is not applicable, all invoice amounts are to be paid without deduction upon receipt of the invoice or, as the case may be, by the deadline stated on the invoice via electronic transfer to one of the accounts stated on the invoice with the customer number and invoice number indicated. Payment by check is barred.

8.3 Once the stipulated payment deadline expires, the Customer is considered delinquent without a warning required. In the event of delinquency by parties who are not consumers, late payment interest accrues at a rate of nine percentage points above the base interest rate pursuant to Sec. 288 (2) of the BGB, and a lump-sum late payment fee of EUR 40 pursuant to Sec. 288 (5) of the BGB is owed. In the event of delinquency by consumers, late payment interest accrues at a rate of five percentage points above the base interest rate.

8.4 Invoices are electronically issued and sent only to the Customer as the recipient of ASMV's services and not to any other invoice recipient as may be identified, such as Co-Exhibitors. ASMV hereby makes reference to the Customer's obligation to observe the special statutory guidelines on storing electronic invoices.

## 9. Termination of the Contractual Relationship

9.1 The specific contract ends upon the expiration of the stipulated period of use. The Customer's right of rescission of the specific contract is barred except where the statutory criteria for doing so have been met.

9.2 ASMV may allow cancellation by the Customer due to reasons beyond Customer's control on a case-by-case basis, provided the Customer properly submits notice (in no specific form) to ASMV and pays the cancellation fee stipulated in the specific contract plus the processing fee as well as the documented expenses incurred up to that point in full. Expenses include the costs for external services already contracted as well as ASMV's costs for preparing to go forward with the event. The actual amount of such notwithstanding, these can be covered by a flat-rate payment of up to 25% of the stipulated fee, provided the Customer has no objection. Where costs are invoiced based on actual time and expense, there is no cap on the amount invoiced. The same applies where the Exhibitor does not participate, the event is relocated, or where the Event Organizer does not go forward with the event. The percentage of the corresponding cancellation fees depends on the cancellation date.

9.3 To be effective, notice of cancellation, termination, or rescission by the Customer must be in the "written form" described by German law and must be received by ASMV within the cancellation cut-off periods stated in the specific contract. Where ASMV has incurred a higher loss, in lieu of the flat-rate fees, ASMV has the right to lay out the actual amount of the loss and demand to be indemnified by the Customer. The Customer remains free to produce evidence that ASMV sustained no loss or a substantially smaller loss, or that the expense is lower than the indemnification demanded.

9.4 Where ASMV is organizing the event and is successful in re-renting the event space in its entirety to another Exhibitor, the amount of the fee for use to be recovered may be reduced in accordance with the provisions of the Special Terms, whereby the processing fee and the documented expenses incurred up to that point must be paid in full to ASMV and/or the parties engaged to work on ASMV's behalf. However, where an area allocated to another ASMV Customer is decorated for the sake of optics, this is not considered re-renting the event space.

9.5 Where in the event of a cancellation by the Event Organizer ASMV is able to otherwise provide the space to a third party for the canceled period in exchange for payment, the requirement to pay compensation pursuant to 9.2 of these Standard Terms remains in effect insofar as the provision of space to the third party would also have been possible on other dates and/or does not provide the same contribution to profit.

9.6 In the case of purchase agreements, where the Customer is in breach of contract – in particular where payment is delinquent – ASMV has the right, after setting a reasonable deadline, to rescind the contract. Where there is a retention of title, the purchased item must be returned to ASMV upon request, and where items are seized or other claims are asserted by third parties with regard to the purchased item, the Customer must notify ASMV in writing immediately, specifically so that the complaint filed can be reviewed pursuant to Sec. 771 of the German Code of Civil Procedure (*Zivilprozessordnung, ZPO*).

9.7 Where the Customer is in breach of material obligations under the contract, ASMV has the right to terminate the specific contract for cause or to rescind the specific contract, in particular where

9.7.1 the Customer fails to pay invoices that are due properly or by the deadline, and fails to do so even within a reasonable grace period set by ASMV;

9.7.2 the official permits or licenses required were not acquired;

9.7.3 there is no proof that the Event Organizer holds or has purchased the stipulated general liability insurance;

9.7.4 the intended use described in the specific contract is significantly amended without permission from ASMV;

9.7.5 at the time the contract was signed, and in particular when stating the intended use, the Event Organizer concealed the fact that the event would be carried out by a "radical, political, religious, or quasi-religious" association or that the event would encompass corresponding subject matter, or the Exhibitor and/or the Co-Exhibitors concealed the fact that "radical, political, religious, or quasi-religious" content would be presented at the Exhibitor's stand;

9.7.6 statutory provisions or general safety or fire safety provisions have been violated, in particular where ASMV's Technical Manual or Facility Rules of Conduct have been violated;

9.7.7 the Customer fails to satisfy statutory, government-imposed (where such exist in connection with the event pursuant to the Special Terms) or contractual notification, reporting, permit/approval, or payment obligations owed to ASMV, to government agencies, or to GEMA;

9.7.8 the Customer's financial situation deteriorates significantly after the contract is signed or a petition is filed to commence bankruptcy proceedings, such proceedings are commenced, or are rejected due to insufficient assets. The same applies where the Customer is in breach of a contractual duty to take into consideration ASMV's rights, legally protected assets, and interests, and ASMV can no longer reasonably be expected to adhere to the specific contract.

9.8 Where ASMV exercises the right to terminate or rescind the contract, ASMV retains the right to remuneration less expenses saved.

9.9 ASMV must set a grace period for the Customer prior to sending notice of rescission or termination for cause insofar as, giving due consideration to the situation as a whole, the Customer is capable of remedying the grounds for termination or rescission immediately.

9.10 Where the Customer is an agency, ASMV and the agent both have a special right of termination in the event that the agency's client withdraws or cancels its contract with the agency. This special right of termination can be exercised only where the agency's client assumes all of the agency's rights and duties under the existing contract with ASMV and provides an appropriate security deposit at ASMV's request.

9.11 "Force majeure" refers to an external event exacting a heavy toll on the contractual relationship that is considered, based on human insight and experience, to be unforeseeable, and which cannot be prevented or rendered harmless by financially feasible means even with the exercise of the utmost caution that can reasonably be expected given the facts at hand. Where events of force majeure occur, ASMV and the Customer have the right to rescind the contract insofar as they cannot come to an agreement regarding a relocation of the event. The objective impossibility of a sufficient supply of energy, raw materials, and/or auxiliary supplies for the venue

due to interference in the supply networks and/or orders by the government that are beyond ASMV's control, as well as pandemic situations, strikes, and lockouts are deemed equivalent to force majeure. In such case, the assertion of damages claims and the reimbursement of expenses by ASMV and the Customer are barred except where the Event Organizer requests a cost reimbursement from the authorities and receives a payout. Where this occurs, ASMV has the right to compensation from the Event Organizer. In all other respects, ASMV and the Customer are released from their payment and performance obligations.

9.12 Where ASMV is forced for reasons beyond ASMV's control to clear out an event area temporarily or for a longer period of time, or to postpone the event or to shorten its duration, this does not establish rights of rescission or termination or any other claims, in particular this does not establish grounds for damages claims by the Customer against ASMV.

9.13 The Customer only has a right to offset monies owed to ASMV where the Customer's counterclaims have been upheld by a court, are uncontested, or have been acknowledged by ASMV. The same applies with respect to withholding rights except where the contract is a consumer contract in which there are no restrictions on asserting withholding rights that are not based on the same contractual relationship.

#### **10. Advertising and Sponsorships**

10.1 Exhibitors may position advertising of any kind only within the stand's perimeter and only for the products and services on display at the stand. Where ASMV is organizing the event, permission must be obtained from ASMV in advance for advertising activities outside of the stand, and they will be subject to a fee. The same applies to any promotional activity, giveaway, competition, and the like. The advertising for the event arranged by the Event Organizer is the responsibility of the Event Organizer. Customers can place a work order with ASMV, for a fee and subject to the conditions in the Special Terms, to undertake advertising measures on the grounds, in the parking areas at the building, or on the walls, windows, columns, floors, and stairway areas, etc. Customers are prohibited from independently mounting their advertising in ASMV's preinstalled display frames. The Event Organizer owes the duty of care for the safety of those individuals passing by any of the advertising materials installed by the Event Organizer in the ASMV facility and on the grounds. This also encompasses the special duty to secure items amid storm-like wind conditions.

10.2 As a rule, the installation of advertising displays, business signs, etc. and other advertising materials in ASMV's on-site and off-site parking areas (P1, P2, P3, P4) is not permitted. Customers may not place/distribute any flyers on parked vehicles.

10.3 Where ASMV is organizing the event, ASMV will publish an exhibitor directory, digitally and as applicable in print, for the event identified in the Special Terms. The exhibitor directory is divided into specific categories, the list of which will be made available digitally/web-based or individually on request.

10.4 The Customer hereby grants consent for ASMV to use the information provided by the Customer, in compliance with data privacy and protection provisions, for the publication and for purposes of advertising the event. ASMV has the right to communicate the Customer's contact information to other Customers and to convey this between the Customer and visitors.

10.5 Permission must be obtained from ASMV in advance for demonstrations involving machinery, acoustic devices, projection equipment, or modems ("equipment demonstrations"), which must then be assigned in accordance with the provisions of the Technical Manual. ASMV reserves the right to restrict or prohibit any announced demonstration regardless of permission obtained in advance where there has been a breach of ASMV's Standard Terms or the demonstration disrupts the overall atmosphere of the event. Explicit reference is made here to the liquidated damages applicable as per the Special Terms in the event of a breach.

10.6 Where the Customer identifies the event site "Messe Augsburg" in announcements of any kind (also over the Internet), in printed materials, posters, and tickets for admission, only ASMV's original logo and the name "Messe Augsburg" are to be used. Any further use is prohibited without permission from ASMV in writing.

10.7 Advertising by the Customer for third parties or third-party events in the ASMV facility or on the grounds requires permission from ASMV. The Customer has no right to demand that existing advertising by ASMV for ASMV itself or for third parties be taken down, altered, or limited during the event.

#### **11. Production of Audio, Audio/Image, and Video/Image Recordings**

11.1 The Customer is allowed to make visual and/or sound recordings only during opening hours and only within the Customer's stand area. Regardless of whether recorded for a fee or free of charge, permission must be granted by ASMV in writing in advance for imagery and audio recordings to be made for purposes of transmission, redistribution, or chronicling for all media and data storage media such as, for example, radio, television, Internet, virtual and physical storage media.

11.2 ASMV has the right to make visual and sound recordings of items and people throughout the entire facility and grounds and to use these for ASMV's publications or publications in general. The Exhibitor hereby grants consent for the Exhibitor's stand, exhibits, and stand personnel as well as the stand, exhibits, and stand personnel of Co-Exhibitors to be photographed and filmed by ASMV or parties engaged to work on ASMV's behalf for such purpose. ASMV is permitted to use the audio, audio/image, and/or video material gained from this for reporting on the event underway and to advertise for any future event. Where ASMV inquires, the Exhibitor will provide ASMV with corresponding consent forms signed by the relevant individuals and companies. Unless the Event Organizer objects in writing, ASMV has the right make reference to the event in ASMV's event program, press releases, and all advertising media in the foyer and over the Internet.

11.3 Insofar as such is necessary, the Exhibitor hereby grants to ASMV the use of all industrial or other intellectual property rights that the Exhibitor possesses in Exhibitor's own right or has been otherwise granted, and hereby warrants that the Exhibitor holds the authority to grant this use. As applicable, the Exhibitor must ensure that use is granted in a timely manner at the Exhibitor's own expense or advise ASMV that no such rights are available. The Exhibitor shall release and hold harmless ASMV in this regard from and against any and all third-party claims and claims for damages.

11.4 Recordings of the venue and its features for commercial use as well as the venue's logos and names may be made and/or used only with express permission from ASMV in writing in advance

#### **12. Separate Provisions for Event Organizers**

12.1 The Event Organizer must have all hall layout plans, load plans for marking out and rigging suspended objects as well as plans for technical installations such as power, water/sewage, and compressed air connections approved by ASMV. Once approval has been granted (signed off on by the master craftsman for event technology), the Event Organizer must submit the plans approved by ASMV together with the corresponding event permit application to the authorities and also provide to ASMV a completed/signed attachment for the safety plan (Attachment 11a). The Event Organizer owes a material obligation under the contract to comply with the settled layout plans for the event subject to official approval and the maximum allowable number of visitors.

12.2 The Event Organizer must comply with the provisions and regulations applicable at the time of the event, in particular those under the regional building code, the German Occupational Safety and Health Act (*Arbeitsschutzgesetz*, ArbSchG), the German Trade Regulation Act

(*Gewerbeordnung*, GewO), the German Youth Protection Act (*Jugendschutzgesetz*, JSchG), the industrial liability insurers' Accident Prevention Regulations, and the VStättV.

12.3 In the case of events scheduled to take place on Sundays or holidays, it is the Event Organizer's responsibility to apply for exemptions under the German Sunday and Holiday Observance Act (*Feiertagsgesetz*, FTG). This also applies with respect to scheduling trade shows and expositions in compliance with commercial regulations and the associated exemptions. Where the Event Organizer intends to hold the event on a Sunday or holiday, the Event Organizer is advised to address preliminary inquiries to the competent authorities prior to signing a contract.

12.4 The Event Organizer is responsible for payment of taxes resulting from going forward with the event. Where artists are hired, the Event Organizer is also solely responsible for remitting the contributions owing to the special social security fund for artists (*Künstlersozialkasse*) and remitting the income and VAT taxes for (foreign) artists with limited tax liability.

12.5 The Event Organizer assumes the risks relating to the number of visitors in attendance and the no-show risk for speakers, lecturers, artists, and other event participants. The foregoing also applies with respect to external occurrences that impact on the event such as demonstrations and threatening situations that are generally influenced by the type of event, its subject matter, and the perception of the event in the media. The Event Organizer is advised to purchase contingency insurance (disruption/cancellation and non-appearance coverage) for the event insofar as the Event Organizer would like to be appropriately protected against the associated financial risks.

12.6 The Event Organizer is responsible for the sale of tickets and ticket presale.

12.7 The Event Organizer must notify ASMV in text form without prompting no later than 14 days after the event regarding the exhibitor and visitor figures and the total stand area invoiced. Where it has been agreed that ASMV will receive a share of the proceeds from the sale of stand space and tickets, the Event Organizer must provide a detailed sales report broken down by category, for example stand rental and visitor-related income, in a statement format that satisfies the requirements set by the tax authorities or other indisputable and verifiable format.

12.8 The name of the Event Organizer is to be indicated on all printed materials, posters, tickets for admission, and invitations in order to make clear that any legal relationship that materializes is between the Event Organizer and visitors only, and not between ASMV and visitors.

### 13. Liability/Damages

13.1 The Customer owes the duty of care for the safety of those individuals passing through the ASMV facility or grounds with respect to all equipment, structures, suspended objects, and decorative elements brought in by the Customer, and the Customer is also responsible for ensuring the event proceeds safely.

13.2 The Customer is liable for all losses caused in connection with the event by the Customer, agents and other parties engaged to work on the Customer's behalf, or in the case of events organized by an external event organizer, by the event participants. The Event Organizer assumes the risk for event-related losses insofar as the reason for the losses can be traced to the type of event, its participants, or the event's subject matter or processes. In this regard, the Event Organizer is also liable for losses that arise due to riots or as the result of demonstrations against the event or due to comparable occurrences prompted by the event.

13.3 In addition to personal injury, property damage, and losses due to the loss of keys, the Customer's liability also encompasses losses that arise due to third-party events not being able to be held or held as planned.

13.4 The Event Organizer shall release and hold harmless ASMV from and against any and all claims by third parties as arise in connection with the event insofar as such are attributable to the Event Organizer, the Event Organizer's agents or other parties engaged to work on the Event Organizer's behalf, or participants or visitors. Any contributory negligence on the part of ASMV and

ASMV's agents or other parties engaged to work on ASMV's behalf is to be taken into consideration proportionally. This likewise has no effect with regard to ASMV's responsibility to ensure that the venue is in a safe and well-maintained state pursuant to Sec. 836 of the BGB.

13.5 ASMV's no-fault liability for damages pursuant to Sec. 536a (1) of the BGB for defects present but concealed at the time the contract was signed is barred except where such defects were caused by gross negligence or willful misconduct on the part of ASMV. This does not affect the right to pay reduced charges or fees due to defects insofar as ASMV is notified of the defect (where such defect can be detected and remedied) or of the intention to reduce payment during the period that the event space is provided for use.

13.6 ASMV assumes no liability for loss of or damage to the items, equipment, structures, or other valuables brought in by the Customer insofar as no paid or separate safekeeping agreement has been entered into.

13.7 Liability on the part of ASMV and ASMV's agents and other parties engaged to work on ASMV's behalf for losses caused by their culpable conduct is barred insofar as the loss was not brought about through willful misconduct or gross negligence; this does not apply with respect to loss of life and limb, health, or well-being, or to the breach of material obligations under the contract. In the event of a breach of material obligations not arising from willful misconduct or gross negligence, liability is limited to loss that ASMV had foreseen as a potential consequence of breach of contract when signing the contract or, giving due consideration to the circumstances, that ASMV knew of or should have known of or should have foreseen. The limitations of liability pursuant to the foregoing sentence also apply to the benefit of ASMV's legal representatives or agents. This has no effect with regard to the provisions of the German Product Liability Act (*Produkthaftungsgesetz*, ProdHaftG).

13.8 The Customer is liable for all losses caused by the culpable conduct of the Customer, the Customer's stand personnel, the Customer's designated representatives, the Co-Exhibitors of an Exhibitor, or the items, fixtures, and equipment as make up the exhibit. In particular, the Customer is also liable for all losses caused by culpable breach of the duties of care owed by the Customer; in particular, this also applies where supply and discharge lines, window and door glass, display case panes, restroom facilities or heating systems, electrical wiring, etc. are used or handled improperly.

13.9 The Customer must make an effort to ensure that visitors and third parties do not damage any property or injure anyone. The Customer is liable for all property damage or personal injury sustained by visitors or third parties due to insufficient supervision by the Exhibitor in connection with the event.

13.10 The Event Organizer is liable for all losses arising due to the operation of technical equipment brought in by the Customer insofar as the losses are not attributable to willful misconduct or gross negligence on the part of ASMV. Prior to exhibiting machinery, apparatuses, and other structures, the Customer must request from ASMV information on the permissible load for hall floors, in particular point load capacity, and must comply with the maximum loads indicated.

13.11 The period of limitation is six months and begins at the end of the month during which the last day of the event falls. This period excludes all claims arising due to loss of life and limb, health, or well-being, or established by culpability (willful misconduct/gross negligence) on the part of ASMV; such claims expire as per the relevant statute of limitations defined by law. Invoice objections must be reported in writing within a cut-off period of one month after receipt.

13.12 All Customers must purchase insurance that provides sufficient coverage for the named perils from an insurer licensed to operate in the European Union and to make all payments due for such insurance in a timely manner. At ASMV's request, the Customer must submit proof of current insurance coverage. The purchase of insurance does not limit the Customer's liability with regard to ASMV or third parties.

13.13 The Event Organizer shall irrevocably release and hold harmless ASMV from and against any and all claims arising due to the event or event advertising infringing third-party rights (in particular copyrights, image and name rights, trademarks, competition rights, privacy and moral rights) or violating other statutory provisions. The hold harmless obligation also extends to any fees charged for issuing warnings, to court costs, and to the costs for pursuing legal actions.

13.14 In the event that the Customer fails to satisfy obligations under the specific contract and costs are consequently incurred, ASMV is entitled to enforce a landlord's lien on items brought to the facility/placed on display. ASMV assumes no liability for items subject to lien where they sustain damage or are lost through no fault of ASMV. After notice is given in writing, the items subject to lien may be sold freely at market price, provided that the Customer has unqualified ownership of all of the items brought in by the Customer.

13.15 In the event of a breach of material obligations under the specific contract, and in particular the provisions of the Technical Manual and/or the Facility Rules of Conduct, ASMV has the right to ban the Exhibitor from participating in future events, irrespective of any rights of any other kind.

#### 14. Confidentiality and Data Privacy

14.1 Confidential information within the meaning of the Standard Terms means any information and in particular also all verbal, written, or electronically stored information, plans, and materials that the Customer receives directly or indirectly from ASMV because of this contractual relationship, which are marked "confidential" or the confidentiality of which is established due to their subject matter or owing to other circumstances. Confidential information remains the property of the party providing the information.

14.2 The obligation to maintain confidentiality does not apply where (a) the Customer is required to disclose confidential information by court order, an order issued by a government agency, or by law, (b) the information was already public knowledge at the time the Customer learned of it or later became public knowledge through no fault of the Customer, (c) the Customer learned of the confidential information from a third party without breaching any contractual duties, provided the third party acquired the knowledge legally and did not violate any binding confidentiality obligation through the disclosure, or (d) the confidential information was developed independently by the Customer.

14.3 The Customer shall take suitable, reasonable precautions to ensure that confidentiality is maintained. Confidential information is to be disclosed only to employees or other third parties who need to receive such due to their work. The Customer must ensure that such individuals also are or will be obligated to maintain confidentiality in the same way.

14.4 The duty to maintain absolute confidentiality is effective retroactively to the date that contract negotiations between ASMV and the Customer were commenced and continues in full force and effect after the cooperation ends for a period of three years. On request, all documents turned over, including any copies made, as well as work-related records and materials are to be returned.

14.5 The Customer is liable for all losses in their entirety that ASMV sustains due to a breach of the obligation to maintain confidentiality by the Customer.

14.6 ASMV processes personal data in compliance with the provisions of the European General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (*Bundesdatenschutzgesetz*, BDSG) for the following purposes: performance of individual contracts (e.g., issuing statements for fees for the use of rented event space); registering the contact information provided by Customers for this purpose in the publicly accessible exhibitor directory; facilitating business relationships between Customers and ASMV's official service contractors. ASMV's agents and other parties engaged to work on ASMV's behalf as well as the service

contractors listed in the Technical Manual are provided with Customers' personal data and that of their contact persons with decision-making authority for purposes of providing event services at the ASMV facility insofar as such information is required for performance of the contract or where this is in the Customer's legitimate interests as per Art. 6 (1) (f) of the GDPR. Additionally, ASMV uses Customers' data to facilitate notifications and communications between both parties before, during, and after an event and for ASMV's own event-related offers, press releases, and advertising. Customers' personal data may also be provided to the appropriate offices/competent authorities, in particular the police, the fire department, the Building and Construction Office (Bauamt), the Citizens' Administration Office (Bürgeramt), the Office for Public Order (Ordnungsamt), as well as to emergency medical services and first responders for coordination of the respective safety plans for the event. The Contractor must notify all data subjects whose personal data is provided to ASMV in the course of planning, organizing, and carrying out the event or participating in an event of the purposes stated in this subsection 14.6.

14.7 In addition to the aforementioned purposes, ASMV reserves the right to use Customers' data and that of contact persons with decision-making authority identified by Customers for ASMV's own marketing and to use such data to send advertising and/or offers. The data subject has the right to submit an objection to the processing of personal data for purposes of marketing and advertising at any time. In such case, the processing of personal data will be stopped. The objection can be sent in text form via e-mail in no specific format to [datenschutz@messeaugsburg.de](mailto:datenschutz@messeaugsburg.de) or communicated over the phone by calling the number 0821 2572 208. More extensive data privacy information, including the statement of data subjects' rights, can be found at ASMV's website, <https://www.messeaugsburg.de/de/rechtliche-informationen/datenschutz>.

14.8 Where it is not possible to absolutely rule out the possibility that third parties engaged by ASMV to assist with software maintenance may gain access to Customers' stored personal data, such third parties will be subject to a comprehensive obligation to comply with existing data protection and privacy requirements and data confidentiality as per the GDPR and Sec. 5 of the BDSG.

14.9 ASMV processes Customers' personal data for as long as doing so is required for the satisfaction of contractual and statutory obligations. Once the data is no longer required for the satisfaction of these obligations, it will be regularly deleted except where further processing is required (for a limited period of time) for the following purposes:

14.9.1 To satisfy archiving periods required under commercial and tax law, which are between two and ten years

14.9.2 To preserve evidence in connection with statutes of limitation, which pursuant to Sec. 195 et seqq of the BGB may be up to 30 years

14.10 Where a data subject no longer consents to the storage of the subject's personal data or the data is no longer correct, upon receiving corresponding instruction, ASMV will have the data deleted or access blocked, or will make the necessary corrections. At the data subject's request, the subject will receive information, free of charge, regarding all of the subject's personal data stored by ASMV.

14.11 Customers must comply with all statutory provisions of relevance for Customers as well as generally accepted ethical standards. Compliance is required in particular with antitrust law and regulations concerning combating corruption. Offering privileges to ASMV employees will be construed by ASMV as a breach of contractual and pre-contractual duties. Customers will comply in particular with the ban on child labor pursuant to the Declaration on Fundamental Principles and Rights at Work from the International Labour Organization.

## **15. GEMA/GVL**

15.1 It is solely the Customer's responsibility to ensure that the music licensing organizations GEMA (Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte) and/or GVL (Gesellschaft zur Verwertung von Leistungsschutzrechten mbH) are informed in a timely manner of the live performance or playback of recorded works subject to protection of artists' rights and that fees are also paid on time. ASMV may demand in good time prior to the event that the Customer provide written proof of the event notification sent to GEMA or GML, written proof of invoicing by GEMA or GVL, or written proof of payment of fees to GEMA or GVL.

15.2 Where the Customer is not ready or able to provide proof of payment of fees, ASMV can demand the payment of security in the amount of the anticipated fees to be charged by GEMA or GVL in good time prior to the event, at latest up to 14 days before the event.

## **16. Miscellaneous Legal Provisions**

16.1 The place of performance is Augsburg.

16.2 These Standard Contract Terms and Conditions are governed by the law of the Federal Republic of Germany. Application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is excluded.

16.3 Should individual terms of these Standard Terms or other parts of the specific contract, such as the Special Terms, Technical Manual, or Facility Rules of Conduct, agreed by and between the Customer and ASMV violate unwaivable provisions of law in whole or in part, or be or become null and void for other reasons, this shall not affect any of the other terms. The statutory provision shall apply in lieu of the invalid term.

16.4 Venue is proper in Augsburg (City).