

**GENERAL TERMS AND CONDITIONS
OF MESSEZENTRUM SALZBURG GMBH (MZS), FN 67914z
EVENTS**

SCOPE OF APPLICATION

1. These General Terms and Conditions shall apply to all contracts (rental contracts) concluded between Messezentrum Salzburg GmbH (hereinafter referred to as "MZS" or "Lessor") and the contracting party (Lessee) for the provision of rooms, parts of rooms, facilities and areas, including outdoor areas (rented property) and related services for holding of events. Any deviating provisions require an agreement in the written rental agreement. The Lessee's general terms and conditions of business and purchase shall not apply.
2. The contract on the provision of the rental object is concluded by the conclusion of a written rental contract.
If a Lessee, who is already a customer of MZS, requests the reservation of certain rental objects (rooms/parts of rooms, facilities and areas) and MZS has confirmed this reservation in writing, a rental contract for the reserved rental object for the defined period of use at the rental price stated in the reservation confirmation, or, in the absence of a price quotation, at the price per square metre usually charged by MZS for the reserved rental space, and has been concluded under the following conditions. Within the framework of the rental agreement to be subsequently drawn up in writing, further services of the Lessor and the Lessee may be agreed.
3. The subject of the contract are the halls, rooms, areas, installations and other inventory, facilities and equipment as well as open spaces on the premises of Messezentrum Salzburg GmbH as specified in the rental agreement. These shall be made available to the Lessee for the agreed purpose of the event. Required traffic areas and infrastructures (foyers, access routes (also in the outdoor area), cloakrooms and use of the toilets) are left to the Lessee for (joint) use. Unless otherwise agreed, the Lessee shall tolerate the joint use by other Lessees. The (joint) use of other areas must be additionally agreed (this applies in particular to VIP rooms, backstage rooms, restaurants, etc.)

EVENT

4. The Lessee shall be responsible for the proper preparation, implementation and termination of the event agreed in the Rental Contract and for compliance with the conditions of use by

the Lessee's staff (employees, contractual partners, visitors, organisers, participants, performing artists or actors).

5. The Lessee undertakes to make all necessary official registrations, obtain permits and fulfil the conditions imposed in connection with the use of the object of hire intended by the Lessee - insofar as required by law¹. The Lessee must be present or represented at negotiations with the authorities concerning the official approval of the event.

Before the start of the event, the Lessee shall present to the Lessor the event location permits, notices of approval and registration certificates issued by the authorities. If these are not presented or if the rented property is to be designed/to be used in a manner contrary to the above provisions, the Lessor shall be entitled to prohibit the start of the event and to prevent it by taking actual measures.

6. The rented object may only be used for the event announced by the Lessee and defined by the theme and programme.

The Lessor shall be notified of any deviation from the defined event, such as major changes in cast, major changes to the programme or other changes affecting the character of the event, without delay and may only be carried out with his written consent. The Lessor shall grant such consent if the change does not affect the essential interests of the Lessor. The event may not be used for political agitation, with the exception of events which, in accordance with the agreement, serve party/movement political purposes. The Lessor is entitled to withdraw from the rental agreement if there is reason to assume that the event will violate the Prohibition Act.

7. The Lessor reserves the right to hold other events of whatever kind in the exhibition centre at the same time as the Lessee's event.

8. The Lessee shall be indicated as the organiser on all printed materials (posters, admission tickets, invitations, etc.) so that it is made absolutely clear that a legal relationship exists exclusively between the event visitor and the Lessee and not between the visitor and the Lessor. If admission tickets are sold by Messezentrum Salzburg GmbH, this shall be done exclusively in the name and on account of the Lessee (organiser).

9. The Lessor is not obliged to remove the advertising material already existing at the time of handing over the contractual object, even if a competitive relationship with the Lessee exists.

10. In the interest of optimum preparation and realisation of the event, the Lessee shall provide the Lessor with precise information about the event and the technical and personnel

¹ In particular in accordance with the provisions of the Salzburg Events Act.

requirements in the form of an organisation plan and a schedule, upon conclusion of the rental contract, but no later than 8 weeks before the start of the event. If the Lessee does not comply with this obligation, the Lessor cannot guarantee that the necessary technical equipment and personnel for the event can be provided by the Lessor.

11. Should the Lessee, the artist management etc. make changes to the technical procedures during or shortly before the event and complaints or claims by third parties (in particular visitors) are made against the Lessee as a result, the Lessee shall indemnify and hold the Lessor harmless. In particular, the Lessee shall be obliged to deal with incoming complaints in a customer-friendly manner.
12. Advertising for the event is generally the responsibility of the Lessee. Advertising space outside the rented object can be requested from the Lessor for a fee.
13. The advertising and press material (posters, flyers, texts, photos, videos etc.) to be used must be presented to the Lessor before publication. The latter shall be entitled to refuse publication if damage to the public image of the Lessor is to be feared, or if it contradicts other important interests of the Lessor.
14. The Lessor shall be entitled to refer to the event underlying the rental agreement in his permanent advertising measures (posters, advertising spots, flyers, social media, website, calendar of events etc.) and to advertise for this event.
In the case of public events, the Lessor shall be entitled to grant the media access for the purpose of reporting on the event (including sound and image reports in short form). The Lessee shall ensure that the media authorised by the Lessor are given the opportunity to report. In addition, the Lessor shall be entitled to carry out his own advertising for the event.
15. At concerts, shows and other cultural events, the Lessor shall receive press releases and photos of the artist/participating artists/participants free of charge for PR purposes at the latest at the start of advance sales or before the date of the event. The Lessee shall indemnify and hold the Lessor harmless in respect of any claims brought against the Lessor due to the use of this material.
16. For all advertising measures, press releases etc. for the event, the Lessee shall use the corporate design of the event location (logo) specified by the Lessor.
17. Distribution of advertising material (including consumables, drinks, printed materials, tickets, advertising leaflets) within the area of the exhibition centre and around the exhibition centre is only permitted with the express written consent of the Lessor. The Lessor may authorise the distribution of such advertising material on the exhibition grounds; in this case the Lessee shall bear the costs of the cleaning required thereby or the higher cleaning expenses incurred

as a result. The Lessee acknowledges that advertising on public roads requires the approval of the road traffic authorities. If such advertising is done and if the public road has been found to be polluted as a result of the advertising, the Lessor may undertake any cleaning that has become necessary and in this case the Lessee shall be obliged to reimburse the Lessor for the costs incurred.

18. Commercial image, film, video and sound recordings of all kinds as well as transmissions via the Internet by the Lessee or third parties commissioned by him require the prior written consent of the Lessor.
19. The Lessor shall be informed in good time before the event of any reporting on the event planned by the Lessee.
20. Access authorisations for officials, participants, employees of the Lessor and service partners shall be requested from the Lessor in good time and shall be presented upon request. Such access authorisations shall not entitle the use of a seat at events for which seating is provided.

USE OF THE RENTAL OBJECT

21. The Lessee undertakes to observe for himself and his people the respectively valid
 - House rules
 - Technical guidelineswhich can be found at www.messezentrum-salzburg.at/agb. The Lessee is obliged to retrieve these on the occasion of the conclusion of the rental agreement and to review them again before the start of the rental period so that the latest valid version is available to him. The Lessee is obliged to ensure that these provisions are observed when the rented object is used by the Lessee and his staff.
22. The Lessee grants the Lessor the right to give direct instructions to the Lessee's staff to comply with the officially issued and contractually agreed conditions of use and - if necessary - to take measures to ensure compliance with the conditions of use at the Lessee's expense.
23. Technical equipment, e.g. light, loudspeakers, in particular loading gates, may only be operated by the Lessor's personnel or by persons authorised by the Lessor.
24. Work concerning basic installations on the supply lines for electricity and water and other media may only be carried out by service partners authorised by Lessor. The same shall

apply to transports within the exhibition grounds (from the place of unloading to the halls and within the halls), cleaning and guarding outside the times of the event. The list of authorised companies will be handed out upon conclusion of the rental agreement.

- 25.** All parts of the rental object as well as its entrances and also parking areas (areas, rooms and areas provided for joint use) are to be used in accordance with their intended purpose, treated professionally and with care.

Changes to the rental objects, fixtures and technical equipment as well as the attachment of decorations, signs and posters shall require the prior written consent of the Lessor, which may be subject to a charge. Costs associated with the reversal of such measures, even if they were approved by the Lessor, shall be borne by the Lessee.

Nailing in walls and floors is not permitted; in case of gluing, the adhesive residues must be removed. Material provided by the Lessor must be returned in perfect condition. Damage to walls, floors and rental material shall be repaired by the Lessor at the Lessee's expense. In case of soiling, e.g. as a result of affixing stickers, which were not removed when the rental object was returned by the Lessee, the Lessor shall be entitled to have a basic cleaning carried out at the Lessee's expense.

- 26.** The Lessor shall be entitled to arrange for the immediate removal, at the cost and risk of the Lessee, of superstructures, installations and the likes which are constructed in violation of the provisions of this section, an official permit or an official requirement.

- 27.** Security services that go beyond the visitor service (cash desk, information, admission) may only be provided by authorised service partners of the Lessor.

The Lessee shall ensure an interference-free course of the event as well as safe visitor traffic at the beginning and end of the event (security concept). The development and implementation of the security concept is the sole responsibility of the Lessee. The Lessee shall implement the security concept with the security personnel provided by the Lessor's service partner.

In accordance with the character of the event, the carrying of bags and similar containers may be prohibited. The Lessor and his authorised persons may in any case check bags and other containers as well as clothing for their contents. Carrying weapons, as well as objects and substances of any kind subject to registration is prohibited on the exhibition grounds. Exceptions require the approval of the Lessor.

- 28.** It is the responsibility of the Lessee to ensure that only those persons invited by him or only persons who can present an admission ticket entitling them to participate in the event can enter the rented object.

- 29.** If the Lessee fails to comply with the instructions and orders issued by Lessor to ensure

safety or if Lessee is unable to prevent disturbances by the public, the Lessor shall be entitled, without prejudice to his other rights, to take the necessary measures at Lessee's expense or, if necessary, to prematurely terminate the event at Lessee's expense and risk. In this case, the Lessee shall not be entitled to any claims for compensation whatsoever against the Lessor if, in the Lessor's opinion, the interruption or premature termination appeared necessary.

- 30.** Catering services, including the distribution of food and beverages, whether free of charge or against payment, on the exhibition grounds and in the premises of the exhibition centre shall be reserved for the Lessor or the service partners authorised by him. Excluded from this is the provision of food and beverages at fairs by the exhibitors at their stands to their customers (stand catering). An agreement deviating from this may be made in the rental agreement.
- 31.** Any commercial activities or provision of services on the grounds or in the rooms of the exhibition centre which go beyond the direct execution of the event (e.g. sale of sound recordings or other goods, whether or not related to the event) shall require the written consent of the Lessor and may be subject to charges.
- 32.** Unless otherwise agreed in the contract, the cloakroom operations intended for the public will be carried out by the Lessor's service partner. The costs incurred for this ancillary service shall be invoiced to the Lessee as incidental expenses. It is up to the Lessor to decide in each individual case whether and to what extent the existing cloakrooms will be made available for the respective event. The cloakroom fee shall be paid by the visitors in accordance with the posted tariff.
- 33.** It is the responsibility of the Lessee to clean the sanitary facilities at appropriate intervals, in any case daily; after the end of the event, the sanitary facilities used for the event shall be returned in a cleaned condition (basic cleaning). If the Lessee does not comply with this, the necessary cleaning shall be arranged by the Lessor at the Lessee's expense.
- 34.** The Lessee shall arrange for the deployment of police, building police, fire brigade and ambulance service as required by the authorities after consultation with the Lessor. Any costs incurred for this purpose and costs of a spontaneous operation required for safety reasons shall be borne by the Lessee.
- 35.** The facilities in the rental object are equipped with a locking system. It is pointed out that service partners of the Lessor have keys to the premises of the exhibition centre (such as technicians, stand constructors, plumbers, electricians). If a higher security equipment is required, an individual locking system will be installed at the request of the Lessee against

reimbursement of costs. Even in this case, the Lessor shall not be liable for theft or damage to objects brought in by the Lessee or his staff.

36. The Lessee shall observe the limits for noise emissions defined by laws and official guidelines for his events. If the noise emissions are exceeded, the Lessee shall indemnify and hold the Lessor harmless and the owners of the properties on which the exhibition centre is erected, both with regard to claims by neighbours and with regard to claims by visitors.
37. The Lessee shall inform his employees and his contractual partners about the dangers in the rented object within the meaning of the Employee Protection Act and provide them with the necessary documents, in particular "Evaluation of dangerous areas and resulting behavioural measures", the rules of conduct with regard to "Areas with risk of falling" and "Wearing of protective clothing" must be provided.
38. The Lessor shall be entitled to refuse access to the rental object for visitors, employees or vicarious agents of the Lessee or to expel them from the premises if they display improper behaviour, are under the influence of alcohol or drugs.
39. It is not permitted to spend the night on the premises of the Exhibition Centre, to put up tents, to park caravans on the premises of the Exhibition Centre and to use them.
40. Hazardous items - whether they are to be used for stage construction, the construction of exhibition stands or during the event - may only be brought in with the consent of the Lessor. They may only be used for the purposes of the event if they are defined in the event description submitted to the authorities and the authorities have agreed to the use of these objects.
41. Equipment and machines (except hand tools) used for the construction of exhibition stands, stages etc. which are not provided by the Lessor may only be used with the written consent of the Lessor. They must comply with the relevant statutory and official regulations and be safe to operate. The Lessee shall be solely liable for damage caused by the use of such equipment and machinery. Motor vehicles may not enter the halls without the written consent of the Lessor.
42. The erection of installations for the event is only permitted from the time of handover. Dismantling including final cleaning must be completed by the time of return. Accepted keys/transponders shall be returned to the Lessor.
43. The Lessee is prohibited from using and entering rooms, facilities or areas that are not part of the rented object. Third-party service providers working on the basis of direct orders by

the Lessee may only enter the exhibition grounds during the operating, assembly and dismantling times applicable for the respective event. The Lessee shall allow authorities and representatives of the Lessor access to the rented areas at all times.

44. Additional seating shall not be permitted at events where the seating is provided by the Lessor.
45. The Lessor shall be entitled to the sole right of domicile in all rooms and on the premises, unless the Lessee is entitled to it by law. When exercising the domiciliary rights, the justified interests of the Lessee shall be taken into account.

The domiciliary rights vis-à-vis the Lessee and all third parties shall be exercised by the staff commissioned by the Lessor, whose orders shall be strictly complied with and who shall be granted the right of access to the rented premises at any time.

46. The Lessor shall be entitled to conduct inspections and guided tours of the premises and areas used by Lessee even during the term of lease, provided that the purpose of the contract or legitimate interests of Lessee are not substantially impaired thereby.

PARKING PLACES/ PARKING OF VEHICLES

47. Parking of vehicles anywhere other than the designated parking spaces is not permitted. The parking spaces marked as such are managed by the Lessor. The use of the parking spaces by the Lessee and his staff is subject to the provisions applicable for the use of parking spaces. The Lessee shall assign parking places to the exhibitors, his staff, visitors, etc. The parking of trucks, trailers, mobile homes etc. in the designated visitor parking areas is only permitted with the prior consent of MZS. In the event of parking vehicles for the purpose of loading and unloading, the instructions of the Lessor's personnel must be followed. The Lessor is entitled to move vehicles parked in - marked as such - safety zones (e.g. fire brigade zones) to other places at the expense of the Lessee (irrespective of whether they are vehicles of the Lessee or his staff) and to release them only after payment of the towing costs and the flat-rate handling charges of € 120.
48. If the rental agreement stipulates that vehicles can be parked, this means that Lessor issues parking cards or thermal stamps, on the basis of which the holder is entitled to park a vehicle in the designated parking spaces, on the basis of the provisions applicable for the use of

parking spaces and subject to availability.

If a specific parking space is to be made available exclusively for use by the Lessee, this requires a separate provision in the rental agreement. If parking spaces are an integral part of the rental objects, they shall be stated in the rental agreement.

49. The use of the traffic areas is subject to the provisions of the Road Regulation, a maximum speed of 15 km/h must be observed. In the area of Hall 4 and Hall 5, motor vehicles may not be driven after 10 pm.
50. The Lessor does not provide guarding of the parked vehicles. The Lessor shall not be liable for damage suffered by the Lessee and his staff due to the use of the traffic areas as a result of the condition of the traffic areas or as a result of the behaviour of other road users. The Lessor shall only be liable for the omission of traffic safety obligations in the event of intent.

HANDOVER / TAKEOVER / RETURN

51. Upon handover of the rental object, a protocol shall be made in which any existing defects and damage to the rental object will be recorded. If no record of the handover is made, the Lessee shall immediately notify the Lessor in writing (e-mail is sufficient) of any defects and damage to the rental object existing at the time of handover. If no such notification has been made, any damage to the rental object discovered upon return shall be deemed to have been caused by the Lessee.
52. The Lessee shall return the rental object in a proper, cleaned (in the quality of a basic cleaning) condition. A record shall be made of the return, in which any damage to the rental object shall be recorded. If the Lessee has not appeared on the date set by the Lessor for returning the rental object despite having been granted a 48-hour grace period, the Lessor shall draw up the report on the return even in the absence of the Lessee and the findings made in the report shall be binding.
The Lessor shall be entitled to have the damages recorded in the protocol, omitted cleaning and repair of damage carried out at the expense of the Lessee. All damages and defects not claimed on the occasion of the handover, which are discovered when the rental object is returned, shall be deemed to have been caused by the Lessee and his staff. Even if the repair of damage is not carried out immediately, the Lessee shall in any case be obliged to pay the estimated costs of repairing the damage.
53. When returning the rental object, the Lessee shall remove at his own expense and risk any

inventory brought in, irrespective of who owns it, and shall also remove at his own expense and risk, any permitted changes or additions and restore the previous condition. The Lessor shall be entitled to store objects left behind by the Lessee or his staff at the Lessee's expense and to make them available for collection by the Lessee. The storage charges shall be the actual costs incurred, but at least an amount of € 1/m² per day or part thereof plus VAT. If the Lessee does not collect the objects left behind within 6 months, the Lessor shall be entitled to utilise them or, if utilisation is inappropriate, to destroy them. The costs of storage and, if applicable, destruction/disposal shall be borne by the Lessee. Any proceeds of sale less the costs shall be credited to Lessee.

54. The rental object is only provided for the period agreed in the rental agreement. Exceeding the rental period, i.e. if the rented object is not returned in the condition as in sec. 52 at the end of the rental period, shall be subject to a charge and require the written consent of the Lessor. If the rental period is exceeded without the Lessor's consent, a charge of € 1.20 per square metre of the area of the hall in which the uncleared area is located shall be made for each commenced hour of the rental period exceeded.
55. The Lessee shall be liable to the Lessor for any damage caused to the Lessor as a result of the late return of the rental object, the traffic areas and infrastructure, in particular for loss of profit.
56. The rental object including the usable area (entrances, foyers, parking spaces etc.) shall be cleaned by the Lessee after the end of each event (each event day in the case of events lasting several days). The Organiser shall have all waste and cardboard removed at his own expense (containers can be rented, etc.). If the Lessee fails to do so, the Lessor shall commission the cleaning and charge the costs incurred to the Lessee.

LIABILITY LESSOR / LESSEE

57. By making a reservation and/or concluding the rental agreement, the Lessee confirms that he has found the rental object to be suitable for the intended use.
58. The Lessor shall not be liable for any damage caused to the Lessee and his staff as a result of defectiveness of the rental object, interruption of the supply of electricity, water etc. or of additional services provided by the Lessor via service partners, unless there is intent on the part of the Lessor or his service partners. Under no circumstances shall the Lessor be liable for any damage suffered by the Lessee as a result of directly commissioning service partners of the Lessor.

- 59.** The Lessee shall be liable for all damages that has occurred to the rental object and the areas made available for (joint) use between handover and return, unless the Lessee proves that the damage was caused by the Lessor, his staff or other joint users. The Lessee shall also be liable for the extraordinary wear and tear and damage to the rental object caused by the behaviour of the public. The Lessee shall also be liable in particular for damage caused to the rental object and the exhibition centre grounds by motor vehicles or equipment belonging to the Lessee, his suppliers, customers or event visitors. The Lessor shall also be entitled to assert these damages directly against the party causing the damage; the unlimited liability of the Lessee shall remain unaffected.
- 60.** The Lessee shall indemnify and hold the Lessor harmless in respect of all claims asserted by people (including event visitors) of the Lessee against the Lessor in connection with the use of the rental object. The Lessee shall take all precautions to ensure that his people, in particular also event visitors, do not suffer any damage.
- 61.** The Lessee shall be obliged to take out liability insurance (organiser's liability) with a cover sum of at least € 10 million per case of damage (personal injury and damage to property) under the general (customary) insurance conditions applicable to this insurance. The Lessee shall send the Lessor the confirmation of cover according to the form provided by the Lessor to the Lessee at least 4 weeks before the start of the event. Should the proof of insurance not be available by this time, the Lessor may take out the insurance in the name and on account of the Lessee. Without prejudice to the continuing liability of the Lessee, the Lessor shall be entitled to claim damages for which the Lessee is responsible directly (in the name of the Lessee) from the insurer.

RENT / PAYMENT

- 62.** Unless otherwise agreed in the rental agreement, the contractually agreed rent plus the down payment on the incidental costs agreed in the rental agreement must be received in one of the accounts indicated by the Lessor at least 30 days before the start of the event. After deduction of the advance payment, any fees owed to the Lessor shall be due immediately upon invoicing.
- 63.** The Lessor shall be entitled to demand the provision of a reasonable security even after conclusion of the contract. The security may be provided by means of a deposit of funds or an abstract bank guarantee with a term of up to 14 days after the agreed end of the event. The security serves as security for all claims of the Lessor of whatever nature. No interest

shall be paid on any cash security provided.

GENERAL

- 64.** For the storage and processing of the data stored on the basis of the business relationship between Lessee and Lessor, the data protection declaration shall apply, available at www.messezentrum-salzburg.at/datenschutz.
- 65.** If there are several Lessees, they shall be jointly and severally liable for the performance of the contract.
- 66.** In accordance with Section 2, the Lessee may cancel a reservation confirmed by MZS in writing or demand that the rental space is reduced. In case of cancellation or reduction of the rental space, the following cancellation fees shall be payable:
- | | |
|------------------------------------------------------------------------------------|-------|
| – on receipt of the cancellation 6 months before the start of the rental | 60 % |
| – on receipt of the cancellation 3 months before the start of the rental | 80 % |
| – on receipt of the cancellation less than 3 months before the start of the rental | 100 % |
- of the assessment base. The basis of assessment for the cancellation fee is the rental price announced by MZS in the reservation confirmation, or, in the absence of such announcement in the reservation confirmation, the price normally charged by MZS for the rental space plus the contractual fee which would have to be paid for the rental space for the rental period plus VAT at the statutory rate; in the event of a reduction in rental space, the amount attributable to the reduction space in accordance with the above. Any orders (e.g. with service partners), if they can no longer be cancelled free of charge, will be invoiced.
- 67.** Declarations to be made to the Lessee by the Lessor on the basis of the contractual relationship shall be deemed to have been effectively received if they have been made in writing (including by email) to the Lessee - in the case of multiple Lessees to one Lessee - or made verbally to the local authorised representative and then confirmed in writing.
- 68.** Declarations made by the Lessee to the Lessor must be in writing in order to be legally effective; email is also sufficient. If the Lessee is are multiple persons, each member of the Lessee's association shall be deemed authorised to make legally binding declarations for all members of the Lessee's association.
- 69.** The Lessee shall assume all risks, including any other extraordinary accidents within the meaning of Sec 1106 ABGB (Austrian Civil Code). If the event planned by the Lessee cannot

be held due to force majeure, the Lessee shall be entitled to withdraw from the contract. In this case, the Lessee shall reimburse the Lessor for the costs and expenses incurred.

- 70.** In the event of default of payment, the Lessee shall pay reminder fees of € 120 per reminder. Claims of the Lessor shall bear interest at the interest rate resulting from § 456 UGB (Austrian Commercial Code).
- 71.** The Lessee may only offset claims of the Lessor against counterclaims which are not opposed by an objection of the Lessor.
- 72.** Any claims of Lessee against Lessor shall be asserted in writing within 6 months after the end of the rental period, otherwise they shall be forfeited; claims expire by limitation within one year after the end of the event.
- 73.** The contract concluded between the Lessor and the Lessee is subject to Austrian law. Place of fulfilment and payment is Salzburg.
- 74.** The legal transaction fee associated with the establishment of the rental agreement shall be borne by the Lessee.
- 75.** Should individual provisions of these General Terms and Conditions or of the rental agreement that is concluded be invalid, the validity of the remaining provisions shall not be affected. The ineffective provisions shall be replaced by provisions which come as close as possible to the economic purpose of the ineffective provision.
- 76.** Any transfer, even partial, of rights from this contract, whether for payment or free of charge, requires the prior express written consent of the Lessor. Even in the event of approved transfer of rights, the Lessee shall be liable to the Lessor without limitation.
- 77.** The transfer of the rental object - in whole or in part - to third parties, with the exception of fairs, exhibitions or congresses, the leasing of space to exhibitors, or the provision of space to service providers - is only permitted to the Lessee with the express written consent of the Lessor.
- 78.** If not already named in the rental agreement, the Lessee must name an authorised contact person who must be present at the rental object during the use of the rental object and who can be reached by the Lessor via mobile phone. The contact person must be present before the start of the event in case of official inspections. If the contact person cannot be reached during the periods of use of the rental object (during the event and during the assembly and dismantling periods), the Lessor shall be entitled to arrange for necessary measures to be taken without prior notification of the Lessee at the risk and expense of the Lessee.

- 79.** The Lessee or his authorised representative shall have no right to instruction to the Lessor's staff. Generally, only the Lessor's respective employee on duty is responsible for this. The instructions of the person on duty must be followed without fail. During the event, the Lessor shall have the overall supervision of the rooms covered by the agreement.
- 80.** The Lessor shall be entitled to withdraw from the written rental agreement or to demand that the rental space specified in the written rental agreement is reduced. In the event of withdrawal or reduction of the rental space, the following cancellation fees shall be payable: Upon receipt of the written cancellation
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|------------------------------------------|-------|
| – at least 6 months before start of use | 60 % |
| – at least 3 months before start of use | 80 % |
| – less than 3 months before start of use | 100 % |

the basis of assessment plus that amount which the Lessor must pay to its service partners for agreed services and ancillary services. The basis of assessment for the cancellation fee shall be the agreed rent plus VAT at the statutory rate and a 1% contractual fee; in the case of a reduction in the rental area, the rent attributable to the reduced area plus VAT and a 1% contractual fee.

- 81.** The Lessor is entitled to withdraw from the rental agreement or to declare the premature termination of the contract if there are important reasons. Important reasons shall exist in particular if
- the Lessee has not made the payments to be made by him in time despite reminders and a grace period,
 - the Lessee has not provided a security agreed or requested by the Lessor in accordance with Sec 63 within the period of time set by the Lessor,
 - the Lessee has substantially changed the theme or programme of the event without the consent of the Lessor,
 - the Lessee leaves the rental object to third parties for use without the consent of the Lessor,
 - the Lessee does not have the performance rights required for the event,
 - the official permits or authorisations required for the event have not been granted or have been withdrawn or the Lessee violates the conditions imposed by the authorities for the event,
 - it must be assumed that holding the event violates legal prohibitions,
 - the Lessee has not disclosed the detailed event programme with documentation 6 weeks before the start of the event and has not (documented) the event within the extension period despite reminders and a set extension period,
 - there are reasonable grounds for concern that the safety of visitors will be

endangered or public safety and order will be disrupted when the event is held or that personal injury or damage to property will occur when the event is held

- j) for overriding interests (from the Lessor's sphere), holding the event planned by the Lessee could lead to significant disadvantages for the Lessor.

In the event of withdrawal pursuant to lit. a) to lit. i), the Lessee shall pay the rent agreed for the event and compensate the Lessor for any damages in excess thereof. In the event of lit. j), the Lessor shall reimburse any advance payments made by the Lessee; any further claims of the Lessee are excluded.

- 82.** The Lessee undertakes to provide the following data for statistical purposes no later than three weeks after the end of the event:

- the number of visitors and
- for fairs, additionally the number of exhibitors, net exhibition space.

- 83.** Notes:

The Lessee shall be responsible for the payment of all taxes and duties arising from holding the event, e.g. value added tax, entertainment tax and the like.

The Lessee shall ensure that copyright provisions are complied with during the event and that the "AKM fees" are duly paid.

The Lessee shall ensure that the provisions of the Salzburg Youth Protection Act are not violated.

The Lessee shall bear sole responsibility for fulfilling all statutory reporting obligations and obtaining all permits required for the event/use. These permits or notifications must be presented to Lessor upon request.

If claims are made against the Lessor due to violation of these provisions, the Lessee shall indemnify and hold the Lessor harmless.

Messezentrum Salzburg GmbH
as of 22 October 2020