General Terms & Conditions
Events at hbw
(Version 8.0 / January 2018)

of mbw | Medienberatung der Wirtschaft GmbH ("mbw")
in respect of events at the Haus der Bayerischen Wirtschaft ("hbw")

1. Scope of validity
1.1 These General Terms & Conditions shall apply to all contractual relationships and business relations in connection with the lease of conference rooms, banquet halls and other function rooms of mbw for the running of events, such as banquets, seminars, conventions, exhibitions, trade fairs, etc., and shall be binding in respect of all further deliverables and services associated therewith between mbw and the contractual partner insofar as the latter is a trader, a legal entity under public law or a special fund under public law (hereinafter "Client").
1.2 The binding force of any conditions set out by the Client shall be strictly subject to their express prior acknowledgement by mbw.
1.3 If and insofar as events or seminars are held at hbw, the hbw site rules shall apply in addition to these T&Cs.

2. Conclusion of contract
2.1 Unless stated otherwise, quotations issued by mbw will be subject to confirmation. In the absence of alternative arrangements, mbw will be bound to fixed quotations for two (2) weeks from the point of their issue.
2.2 Quotations in respect of remuneration will only be valid in case of undivided contracts.

3. Subleasing and subletting
3.1 The subletting or subleasing of the premises, areas, equipment and other items leased for use, and the running of sales events or similar functions shall be subject to the prior written permission of mbw, waiving the extraordinary right of termination under section 540 (1) sentence 2 of the German Civil Code (BGB). A case of subletting or subleasing would most notably apply if the Client is not the event organiser. The rules on subletting or subleasing shall be applied accordingly if the Client has engaged a commercial agent or event organiser.
3.2 The sublease will only be approved by mbw if the Client submits a written declaration issued by the actual event organiser or subtenant confirming acceptance of the General Terms & Conditions of mbw and also explicitly acknowledging joint and several liability with the Client in respect of all the contractual undertakings.
4. Duties of cooperation, event duration and event management

4.1 The Client shall be responsible for the following duties of cooperation and notification in order to guarantee that events run smoothly:

a) mbw is to be advised of the final number due to attend the event at least seven (7) working days (not Saturdays/Sundays) before the event. Should the number change again up to 48 hours before the event, mbw must be given immediate notification of this change (deadline for updated information). If the agreed attendance figure or the approximate attendance figure increases or decreases by more than 5% at any time, mbw must be notified of this in writing or by fax.

b) Detailed arrangements regarding the technical crew and equipment must be made at least seven (7) working days before the event.

c) The Client must notify mbw of the definite start and end times at least seven (7) working days before the event; these times shall then be binding.

The Client is advised that any failure to attend to the above duties of cooperation can lead to a situation where the smooth running of the event cannot be guaranteed. In this case, the Client cannot make claims for shortcomings in this respect (cf. section 11.1 of these T&Cs).

4.2 If the start and end times change without the prior consent of mbw, mbw may charge its standard contractual fee or cut short the event in favour of a subsequent event in the same rooms or move the event to a different room.

4.3 The Client must liaise with mbw in all the phases of the event, from the setting up and running of the event right through to the clearing away, duly observing the applicable statutory provisions, especially the regulations governing venues and meeting places, the accident prevention regulations, and the fire authority safety codes. Due regard must also be had to the mbw or hbw guidelines, e.g. stipulating the maximum capacity of the relevant premises.

4.4 Special permission must be obtained to put nails and dowels in the walls, floors and staging or to stick things on these surfaces, to install pipelines, to paint and decorate, and to bring in additional load-bearing structures.

4.5 The Client shall be required to ensure that all waste is disposed of in accordance with the relevant regulations on waste separation and other waste management procedures. If the Client leaves behind waste, mbw shall be entitled to charge the Client its standard fee to cover the costs of its proper disposal and the costs of any cleaning of the premises which may be required.

4.6 The Client shall be solely responsible for running the event, for obtaining all the permits required for the event under public law, for discharging the duties of notification, and for complying with all the statutory provisions and official requirements in connection with the running of the event, e.g. hiring sufficient paramedics, unless these responsibilities fall within the scope of duties of mbw as the holder of the rights of owner or occupier of the premises.

4.7 The Client shall be responsible – where required – for registering the event with the tax office, the GEMA performing rights organisation, the social security insurance system for artists and with all other relevant institutions, and shall be liable to pay any fees which may be incurred in this regard. mbw shall be entitled to ask for proof of registration.

4.8 The Client shall have the legal duty to maintain safety on the premises for the entire term of the lease.
5. **Bringing food and drink onto the premises**

The Client may only source food and drinks for visitors and participants from the catering company based at the hbw (Conti-Bistro). As a general rule, the Client may not bring any food and drinks to events. Any exceptions to the rule must be approved in writing by mbw. In any such cases, a contribution will be charged to cover the overheads, the calculation of which will be set out in a letter of confirmation to the Client or agreed otherwise with the Client.

6. **Technical equipment, set-up and dismantling times**

6.1 Insofar as mbw procures technical equipment and other facilities from third parties for the Client on the instructions of the latter, mbw will be acting on behalf of, with the authority of, and for the account of the Client. The Client shall be liable for the condition of the equipment on its return and must handle it with due and proper care and return it in full. The Client shall indemnify mbw from any third-party claims arising from the provision of this equipment.

6.2 Technical and/or electrical systems of the Client’s own may not be used. Any exceptions must be approved by mbw, in which case the system must be certified by an accredited testing institute (TÜV, DEKRA, etc.). The certificate must be submitted to mbw. The costs of energy for the use of equipment owned by the Client (e.g. notebooks) will be recorded and invoiced per socket at the standard mbw rate. The Client shall be liable for any faults and damage to the supply network and to other systems of mbw caused by the use of the Client’s own systems unless mbw is responsible for said faults or damage.

6.3 Certain items of technical equipment at the hbw may only be used and booked subject to the attendance of mbw personnel. The Client will be invoiced for these costs by the hour at the standard mbw rate.

6.4 The full amount will be charged for technical equipment which is used on set-up days or for dress rehearsals.

6.5 The agreed payment for the premises will also be charged for times at which the premises cannot be leased to other customers because the Client is setting up for an event or clearing away after an event.

7. **WLAN use**

7.1 mbw GmbH operates a WLAN system for internet access at the hbw. Guests may use the WLAN access to the internet for a specified period. The shared use facility is a service provided by mbw GmbH and may be revoked at any time.

7.2 The terms of use of the hot spot (Wireless Local Area Network (WLAN)) of mbw GmbH by the Client are set out below.

**Formation of contractual relations**

7.3 The contractual relationship shall come into effect through acquiring access authorisation and through logging in for the first time at a hot spot using the login data provided to the Client (dispatch of login data) and activation of the WLAN access (acceptance) by mbw GmbH.

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7.4 As nothing more than an access provider, mbw GmbH will merely enable the Client to access the internet without saving the information entered or retrieved by the Client.

7.5 The guest may cancel at any time before using the WLAN hot spot.

Scope of services of mbw GmbH

7.6 mbw GmbH will provide the Client with access to the internet via WLAN in the mbw ConferenceArea, MeetingArea and ExecutiveArea insofar as operational and technically possible. mbw GmbH cannot guarantee a certain transmission rate and/or uninterrupted transmission. These factors depend on the utilisation of the internet backbone network, the transmission speed of the web page being visited, and the number of users at the hot spot in any given case.

7.7 mbw GmbH shall be entitled to discontinue the WLAN service at any time in full, in part or temporarily, to grant further users access, and to restrict or debar the access of the guest in full, in part or temporarily. The owner reserves the right to exercise its own discretion at any time and block access to certain sites or services over the WLAN (e.g. gratuitously violent, pornographic or pay-per-view sites).

7.8 The hot spot has a firewall but no antivirus protection. The Client should be aware of the heightened dangers and security risks associated with the use of the internet and the transfer of data, especially over a WLAN connection. The Client is advised to use appropriate software to protect data communications. mbw GmbH cannot accept liability – except in case of deliberate intent or gross negligence – for unauthorised access to information and data transmitted over the WLAN connection (hot spot).

7.9 Access may only be gained using the login data assigned to the Client by mbw GmbH (user name and password or access code). The duration of use or the data volume selected by the Client shall begin on the initial login and shall end automatically at 24:00 hrs. The data will be transmitted between the end device of the Client and the hot spot with WEP encryption but, nevertheless, it will be possible for all the data to be apprehended by the other users of the hot spot. In case of inactivity, the line will be disconnected after five minutes for security reasons. Inactivity is defined as the absence of communication between the end device and the hot spot. The Client should note that an internet connection must also be closed using the "logout button"; simply closing the internet browser does not end the internet connection.

Duties and obligations of the Client

7.10 The use of the hot spot by the Client shall be on the responsibility and at the risk of the latter.

7.11 It shall be the responsibility of the Client to check the suitability of the end device used by the Client for the WLAN connection.

7.12 The Client shall be responsible for protecting the end device from viruses, spam and other such threats.

7.13 Personal login data must not be passed on to third parties and must be protected from third-party access.

7.14 mbw GmbH will therefore not accept any liability for damage to the hardware or software of the end device of the Client, for loss of data or for other damage to property attributable to use of the hot spot unless the cause of the damage was due to deliberate intent or gross negligence on the part of mbw GmbH.
7.15 The Client shall be responsible for ensuring that the end device and the software on it are free of viruses and other malware. The Client shall be required to compensate mbw GmbH in full for any direct or indirect damage suffered by mbw GmbH as a result.

7.16 The Client must not misuse, or allow misuse of, the WLAN access and must not use the access to commit unlawful acts or criminal offences. In any such cases of abuse, mbw GmbH will be entitled to cut off the WLAN connection immediately.

7.17 Should claims be made against mbw GmbH by third parties for acts which have been committed and/or caused by the Client in connection with the use of the hot spot, the Client shall be required to indemnify mbw GmbH and hold mbw GmbH entirely harmless in respect of all said claims.

Responsibility for content and data protection

7.18 mbw GmbH will only provide access to the internet over the WLAN. No checks are conducted by mbw GmbH on the content accessed nor are there any scans for the presence of malicious software (e.g. viruses). The Client shall be responsible to mbw GmbH and third parties for the content which the Client accesses or inputs via the hot spot or which is otherwise distributed by the latter. The Client shall be required to comply with the applicable law on the use of WLANs, most notably in the following ways:

- The Client shall not use the WLAN to access or distribute unethical or unlawful content.
- The Client shall not illegally reproduce, distribute or provide access to property protected by copyright.
- The Client shall observe the applicable child and youth protection legislation.
- The Client shall not send or distribute intimidating, defamatory or threatening content.
- The Client shall not use the WLAN to send mass mailings (spam) and/or other forms of unsolicited and unlawful advertisements.

Usage by third parties

7.19 The Client shall not be permitted to make the hot spot login data available to third parties commercially or otherwise in return for payment.

7.20 The Client shall also be required to bear the costs incurred by unauthorised use of the hot spot by third parties if and insofar as the Client is responsible for this use.

8. Loss/damage of items brought onto the premises

8.1 mbw will not be under any obligation of safe custody in respect of items brought onto the premises, including exhibits, technical equipment owned by the Client or by the subtenant, or personal belongings. mbw will not be under any obligation to activate internal surveillance and security systems except by arrangement.

8.2 Any materials brought onto the premises for decoration must be compliant with the regulations governing venues and meeting places and with the fire safety requirements.

8.3 Any items brought onto the premises must be removed immediately at the end of the event. mbw may have the items removed and stored on behalf of and at the expense of the Client if the Client fails to discharge this duty. Should items remain on the premises after the end of the term of lease to which the above procedure cannot be applied or cannot be applied in due time, and should these
items make it difficult or impossible to proceed with a subsequent lease, the Client shall be required to compensate mbw for the loss of business, including any lost profit and any damages claimed by other customers. The Client shall be at liberty to furnish proof of lesser expenditure, damages or profit.

9. Remuneration and terms of payment

9.1 The payment due from the Client for the services provided by mbw shall be as detailed in the contract and, where applicable, in conjunction with the standard mbw rate.

9.2 Unless specifically agreed otherwise, the payment shall be due irrespective of whether and to what extent the Client actually uses the resources and leased property provided by the Client during the term of the agreement.

9.3 mbw reserves the right to amend the charges up or down as a result of changes which have to be made to the specifications based on production factors or due to exceptional unforeseeable events. The quotation payment will be charged, where applicable, and otherwise the standard mbw rate.

9.4 All the payments shown in the mbw quotations and the standard mbw rates are net amounts. The value added tax will also be invoiced by mbw as incurred at the statutory rate.

9.5 The Client will be invoiced in full for any contractually agreed services which are not taken or accepted by the Client. If the premises can be leased to another customer, the Client will only bear the costs incurred by the Client's non-acceptance.

9.6 Invoices issued by mbw shall be payable on the due date indicated. Invoices without a due date shall be payable within ten (10) days of receipt. Payments shall be due strictly net without deductions or discounts.

9.7 The statutory regulations on default interest shall apply in case of late payment. mbw shall be entitled to charge interest on arrears pursuant to section 288 of the German Civil Code (BGB), i.e. at 8 % above the base rate if the Client is not a consumer. mbw may assert claims for greater losses or further damages for delay (e.g. under section 286 of the German Civil Code (BGB)).

9.8 mbw may ask for a down payment of an appropriate size subject to a legitimate interest. This will most notably be the case if mbw has high advance costs (e.g. for materials) or if there is a deterioration in the performance capability of the Client after conclusion of contract or if such deterioration emerges as could not have been evident to mbw before signing the contract.

9.9 Counterclaims may only be offset insofar as they are undisputed or established as final and absolute. The Client may also offset against a counterclaim which has replaced a right of retention to which the Client is entitled under this contractual relationship.

9.10 Any right of retention of the Client shall be limited to the same contractual relationship and, in case of defects, shall be limited to three times the amount required to rectify the defects. However, the Client may excise a right of retention on account of claims which are undisputed or established as final and absolute.

9.11 If more than four (4) months elapse between the signing of the contract and the event, and if the costs of performance for mbw increase or decrease due to unforeseeable or uncontrollable cost reductions or cost increases, especially on the basis of collective agreements or changes in material
prices, the payment owing may be increased or decreased by a maximum of 10% in accordance with the changed circumstances.

9.12 Any extraordinary organisational expenses generated by the Client (e.g. several planning meetings for the Client's event) must also be paid.

10. Cancellation by the Client

10.1 The Client will have a right to withdraw from the contract. In case of withdrawal, the Client shall be required to pay the following percentages of the charges due for premises, technical equipment, technical crew and other services:

**Bookings in the MeetingArea:**
- If the lease is cancelled between fortytwo (42) and twentynine (29) calendar days in advance: 20%
- If the lease is cancelled between twentyeight (28) and eight (8) calendar days in advance: 50%
- If the lease is cancelled seven (7) calendar days in advance: 80%

**Bookings in the ConferenceArea and the ExecutiveArea:**
- If the lease is cancelled between eightyfour (84) and fortythree (43) calendar days in advance: 20%
- If the lease is cancelled between fortytwo (42) and eight (8) calendar days in advance: 50%
- If the lease is cancelled seven (7) calendar days in advance: 80%

10.2 The Client shall have the right to furnish proof that mbw has been spared further expenses in letting the premises again.

10.3 The Client shall still be at liberty to withdraw for good cause.

11. Cancellation by mbw

11.1 If the Client defaults on a payment, especially a down payment, mbw may withdraw from the contract or claim damages for breach of contract after allowing a reasonable amount of additional time for payment.

11.2 mbw will also be entitled to withdraw from the contract for good cause in the following cases, for example:
- Performance of contract is rendered impossible on an ongoing basis by force majeure
- Events are booked under false pretences or on the basis of misleading statements about essential facts, e.g. about the Client, the people attending the event or the type of event
- mbw has legitimate grounds to assume that the event may jeopardise the smooth execution of business operations at the hbw or its security or reputation, without this being attributable to the sphere of responsibility or within the reach of organisation of mbw at the hbw
- The regulations governing venues and meeting places (VStättV) and/or the fire authority safety codes or other legal requirements are being disregarded
12. Defects

12.1 Should deficiencies arise with the goods or services provided by mbw, or should the services be disrupted, the Client shall be required to issue immediate notification on establishing said facts so as to allow mbw time to remedy the situation as quickly as possible or to restore the conformity of the services with the contract.

12.2 If this is not possible due to the nature of the defect/disruption or for other compelling reasons, or if it would place unreasonable demands on the event organiser, mbw must be given notification of defects in any case within seven (7) days of handing back the premises. Should the Client fail to notify a defect in due time, no claims may be made for any reduction in payment.

12.3 Claims for damages pursuant to section 536a of the German Civil Code (BGB) may not be asserted.

13. Liability of mbw

13.1 mbw will have unlimited liability in case of deliberate intent. In cases of gross negligence and ordinary negligence involving a breach of major contractual duties, the liability of mbw shall be limited to such damages as are foreseeable or typical under such contracts. In other respects, liability will not be accepted for slight negligence.

13.2 This will not affect liability for damages based on the assumption of a warranty or of a procurement risk, liability arising from default or owing to injury to life, limb or health, or liability under the law on product liability and pursuant to mandatory statutory provisions.

13.3 The above clauses shall also apply to the personal liability of employees, representatives and servants.

13.4 Except in the case of fault on its part, mbw will not be liable for items which are located at the hbw Haus der Bayerischen Wirtschaft in connection with seminars or events or which the user has brought onto the rented premises for other reasons.

14. Liability of the Client for damages

The Client shall be liable for any damage to buildings, rooms and fixtures caused by event participants, visitors, employees, other third parties from the Client's ranks or by the actual Client. mbw shall not be required to furnish proof of negligence.

15. Miscellaneous clauses

15.1 mbw and the Client shall act responsibly in respect of all business files and processes to which they become party, using them for the contractual purposes only and withholding them from third parties unless required for the purposes of the contract. This duty shall also extend beyond the end of the collaboration.

15.2 The Client is hereby advised that mbw will collect and save the Client's data to the extent required for the purposes of the contract and on the basis of the data protection regulations. Insofar as mbw is
entitled to employ subcontractors or to assign rights and duties, the data required in this respect may also be forwarded to the relevant third parties. Beyond this, there will be no further dissemination of the data to third parties.

15.3 mbw shall be entitled to employ subcontractors.

15.4 mbw may name the Client as a reference.

15.5 The place of performance shall be Munich and the place of jurisdiction shall be Munich unless German law should dictate an alternative place of jurisdiction. The law of the Federal Republic of Germany shall be applied to all legal relations.

15.6 Should one or more clauses of these T&Cs be or become invalid, this shall not affect the validity of the remaining clauses.