

General terms and conditions of business

Events at hbw

of mbw Medienberatung der Wirtschaft GmbH („mbw“)
for events in the im Haus der Bayerischen Wirtschaft („hbw“)

Feb 2025

1. Scope of application

- 1.1. These general terms and conditions apply to all contractual relationships and business relationships in the area of the rental of conference, banquet and other event rooms of mbw for the holding of events such as banquets, seminars, conferences, exhibitions, trade fairs, etc. as well as for all related other deliveries and services between mbw and the contractual partner, provided that this is an entrepreneur, a legal entity under public law or a special fund under public law (hereinafter "customer").
- 1.2. The customer's terms and conditions shall only apply if they have been expressly accepted by mbw beforehand.
- 1.3. If and to the extent that events or seminars take place at hbw, the house rules are a supplementary part of these General Terms and Conditions.

2. Conclusion of contract

- 2.1. Offers from mbw are non-binding unless otherwise stated. Unless otherwise specified, mbw is bound to fixed offers for two (2) weeks, the time of submission being decisive.
- 2.2. Offers for remuneration are only valid for undivided orders.
- 2.1. The customer is not granted any ownership or rights of use to drawings, designs, layouts, software and other materials and documents that are handed over as part of offers and contract negotiations.
- 2.2. Services not included in the offer that are carried out at the customer's request or additional expenses that are caused by incorrect information provided by the

customer or otherwise arise from the customer's sphere of risk will be invoiced to the customer in addition at the usual rate charged by mbw.

3. Subletting and subletting

- 3.1. The subletting or further letting of the rooms, areas, equipment and other items provided for use as well as the holding of sales or similar events require the prior written consent of mbw, whereby the special right of termination under Section 540 Paragraph 1 Clause 2 of the German Civil Code is waived. A case of subletting or further letting exists in particular if the customer is not the organizer himself. The rules on subletting or further letting apply accordingly if the customer has engaged a commercial agent or organizer.
- 3.2. The sublease will only be approved by mbw if the customer submits a written declaration from the actual organizer or subtenant in which the latter accepts mbw's general terms and conditions and further expressly assumes joint and several liability with the customer for all obligations arising from the contract.

4. Obligations to cooperate, event time and implementation

- 4.1. In order to ensure that the event runs smoothly, the customer is subject to the following cooperation and notification obligations in particular:
 - The final number of participants must be communicated to mbw no later than seven (7) working days (not Saturday/Sunday) before the event. If the number of participants deviates up to 48 hours before the event, this change must be communicated to mbw immediately (update deadline). Any under- or over-run of the agreed or "approximate" number of participants by more than 5% must be communicated to mbw at any time in writing or by fax.
 - A detailed agreement regarding the use of technology must be made at least seven (7) working days before the event.
 - The customer must inform mbw of the final start and end times no later than seven (7) working days before the event; these are then binding.

The customer is advised that a violation of the above-mentioned duty to cooperate may result in the event not being able to run smoothly. In this case, the customer cannot claim any defect. Reference is made to point 11.1 of these General Terms and Conditions.

- 4.2. If the agreed start and end times are changed without the prior consent of mbw, mbw may charge a fee for the willingness to perform that is customary at mbw or cancel the event due to a subsequent event in the same rooms or allocate it to another room.
- 4.3. The setup, implementation and dismantling of the events must be carried out in coordination with mbw. The customer must comply with the applicable legal provisions, in particular the assembly hall regulations, accident prevention and fire safety regulations. The mbw or hbw specifications must also be observed, e.g. regarding the maximum capacity of the respective rooms.
- 4.4. Nailing, dowelling, sticking things on walls, floors and stage elements, laying cables, painting and installing additional support structures is not permitted without special agreement.
- 4.5. The customer must ensure that all waste is disposed of properly in accordance with the relevant legal provisions on separation and other treatment. If the customer leaves waste behind in violation of this, mbw is entitled to invoice the customer for the costs of proper disposal and any associated cleaning of the rooms at the usual rate charged by mbw.
- 4.6. The customer is solely responsible for the proper conduct of the event, obtaining all necessary public permits and for fulfilling notification obligations as well as for compliance with all legal provisions and official requirements, e.g. the appointment of sufficient medical personnel, which are related to the conduct of the event, unless this falls within the scope of duties of mbw as the owner of the house rights.
- 4.7. The customer is obliged - if necessary - to register the event with the tax office, GEMA, the artists' social insurance and all other responsible institutions and to pay any applicable fees. mbw is entitled to request proof of registration.
- 4.8. During the entire rental period, the customer is responsible for ensuring safety in the rented premises.

5. Bringing food and drinks

The customer may only provide visitors and participants with food and drinks from the Conti Bistro catering company located at hbw. The customer may not bring food and drinks to events. Exceptions require the written consent of mbw. In these cases, a contribution to cover overhead costs will be required, the calculation of which will be explained to the customer in the commercial confirmation letter or otherwise agreed.

6. Technical facilities, set-up and dismantling times

- 6.1. If mbw procures technical and other equipment, furnishings and furniture from third parties for the customer at the customer's request, mbw acts in the name, with authority and for the customer's account. The customer is liable for careful handling and proper and complete return. The customer releases mbw from all claims by third parties arising from the provision of these facilities.
- 6.2. The use of the customer's own technical and/or electrical systems is not permitted. Exceptions require the consent of mbw; in this case, the systems must be certified by a recognized testing institute (TÜV; DEKRA etc.). Proof must be provided to mbw. Energy costs for the use of the customer's own devices (e.g. notebooks) are recorded and billed per socket at the usual rate at mbw. The customer is liable for any faults and damage to the cable networks and other systems of mbw that occur as a result of the use of his systems, unless mbw is responsible for them.
- 6.3. Certain technical equipment in the hbw can only be used and booked in conjunction with the professional support of mbw staff. These costs will be invoiced to the customer at the usual mbw rate for the respective hours.
- 6.4. Technical equipment used on set-up days or for dress rehearsals will be charged in full.
- 6.5. The agreed fee for the premises will also be charged additionally for periods during which the premises cannot be rented to anyone else due to assembly and dismantling work by the customer.
- 6.6. We charge a facility fee of 20% for all external services used to organize and hold events of any kind in the House of Bavarian Business, provided that these services can also be covered by mbw in a comparable form. If an external service provider is booked, we plan for the presence of an internal event technician to check and monitor compliance with mbw's requirements. This service will be charged accordingly.

7. Wi-Fi usage

- 7.1. mbw GmbH operates an Internet access via WLAN in the hbw. It allows the guest to share the WLAN access to the Internet for a specified period of time. Shared use is a service provided by mbw GmbH and can be revoked at any time.
- 7.2. The following provisions regulate the use of the hotspot (Wireless Local Area Network WLAN) of mbw GmbH by the customer.

8. Formation of the contractual relationship

- 8.1. The contractual relationship is established by acquiring access authorization and by logging in to a hotspot for the first time using the access data provided to the customer (sending the login data) and activating the WLAN access (acceptance) by mbw GmbH.
- 8.2. As a pure access provider, mbw GmbH only enables the customer to access the Internet without storing the information entered or retrieved by the customer.
- 8.3. The guest can revoke his consent at any time before using the Wi-Fi hotspot.

9. Scope of services of mbw GmbH

- 9.1. mbw GmbH provides the customer with access to the Internet via WLAN in the hbw ConferenceArea, MeetingArea and ExecutiveArea within the scope of technical and operational possibilities. mbw GmbH does not guarantee a specific transmission speed and/or seamless transmission; these depend in particular on the network utilization of the Internet base network, the transmission speed of the selected website and the number of users at the respective hotspot.
- 9.2. mbw GmbH is entitled at any time to stop the operation of the WLAN completely, partially or temporarily, to allow additional users and to restrict or exclude the guest's access completely, partially or temporarily. The owner reserves the right, in particular, to block access to certain sites or services via the WLAN at any time and at its own discretion (e.g. sites that glorify violence, pornography or charge for services).
- 9.3. The hotspot includes a firewall and no virus protection. The customer expressly acknowledges that the use of the Internet and the transmission of data, especially via a WLAN connection, is associated with increased dangers and security risks. To secure data traffic, the customer is advised to use suitable software. mbw GmbH cannot accept any liability for unauthorized access to information and data transmitted via the WLAN connection (hotspot) - except in cases of intent or gross negligence.
- 9.4. A login is only possible using the access data assigned to the customer by mbw GmbH (user name and password or access code). The usage period or data volume selected by the customer begins with the first login and ends automatically at midnight. The data traffic between the customer's device and the hotspot is transmitted using WEP encryption; however, all data can still be viewed by other users of the hotspot. If there is no activity for 5 minutes, the connection will be disconnected for security reasons.

Inactivity occurs when there is no communication between the device and the hotspot. The customer acknowledges that the Internet connection must be terminated using the "Logout button"; simply closing the Internet browser does not terminate the Internet connection.

10. Customer's obligations and duties

- 10.1. The customer's use of the hotspot is at his/her own responsibility and risk.
- 10.2. It is the customer's responsibility to check whether the end device used by the customer is suitable for the WLAN connection.
- 10.3. It is the customer's responsibility to protect his or her own device against viruses, spam and the like.
- 10.4. Personal access data may not be passed on to third parties and must be stored in a way that protects against access by third parties.
- 10.5. mbw GmbH therefore assumes no liability for damage to the hardware or software of the customer's end device, for data loss or other material damage that can be traced back to the use of the hotspot, unless the event causing the damage was caused intentionally or through gross negligence by mbw GmbH.
- 10.6. The customer assumes responsibility for ensuring that the device he uses and the software on it are free of viruses and other malware. In the event of direct or indirect damage caused to mbw GmbH as a result, the customer must pay mbw GmbH full compensation.
- 10.7. The customer is prohibited from misusing the WLAN access or allowing others to use it, or from using the access to commit illegal or criminal acts. In any case of such violations, mbw GmbH is entitled to immediately interrupt the WLAN connection.
- 10.8. If mbw GmbH is held liable by third parties for actions that were carried out and/or caused by the customer in the context of using the hotspot, the customer is obliged to fully indemnify and hold mbw GmbH harmless with regard to all such claims.

11. Content responsibility and data protection

mbw GmbH only provides access to the Internet via WLAN. The content accessed is not subject to any review by mbw GmbH, in particular not to check whether it contains harmful software (e.g. viruses). The customer is personally responsible to mbw GmbH

and third parties for the content that he accesses via the hotspot, uploads via the hotspot or distributes in any way. He is obliged to comply with the applicable law when using WLAN. In particular, he will:

- do not use the WLAN to access or distribute immoral or illegal content,
- not to illegally reproduce, distribute or make available any copyrighted goods,
- observe the applicable youth protection regulations,
- do not send or distribute any harassing, defamatory or threatening content,
- Do not use the WLAN to send mass messages (spam) and/or other forms of unauthorized advertising.

12. Use by third parties

- 12.1. The customer is not permitted to transfer his hotspot access data to third parties for commercial purposes or in any other way for a fee.
- 12.2. The customer must also bear the costs incurred through unauthorized use of the hotspot by third parties if and to the extent that the customer is responsible for this use.

13. Loss/damage to items brought along

- 13.1. mbw has no obligation to supervise or keep safe any items brought or carried, including exhibits, technical equipment belonging to the customer or subtenant, or personal items. Without a separate agreement, mbw is not obliged to activate in-house monitoring and security systems.
- 13.2. Any decorative material brought along must comply with the requirements of the Assembly Places Ordinance and the fire safety regulations.
- 13.3. Any items brought along must be removed immediately after the end of the event. If the customer fails to comply with this obligation, mbw may remove and store them on behalf of and at the expense of the customer. If items remain in the rooms after the end of the rental period for which such action is not possible or not possible in a timely manner and these items lead to an obstruction or impossibility of subsequent rental, the customer must compensate mbw for the loss, including any lost profit, as

well as any claims for defects made by other customers. The customer is free to provide evidence of less expense, damage or profit.

14. Remuneration and payment terms

- 14.1. The remuneration owed by the customer for the services provided by mbw is set out in detail in the contract, if applicable in conjunction with the usual remuneration charged by mbw.
- 14.2. The remuneration is independent of whether and to what extent the customer actually uses the resources and rental items provided by mbw during the term of the contract, unless expressly agreed otherwise.
- 14.3. If changes to services have to be made due to production reasons or special, unforeseeable events, mbw reserves the right to invoice the resulting additional or reduced costs based on the amount of work involved. If applicable, the remuneration underlying the offer will be charged, otherwise the remuneration customary at mbw will be charged.
- 14.4. All remuneration shown in mbw's offers and the remuneration customary at mbw are net amounts. The applicable sales tax at the statutory rate will be invoiced additionally by mbw.
- 14.5. Contractually agreed services that are not accepted by the customer will be invoiced to the customer in full. If the property can be rented to someone else, the customer will only bear the costs incurred due to non-acceptance.
- 14.6. mbw invoices are payable on the due date specified. Invoices without a due date are payable ten (10) days after receipt of the invoice. Payment is made without deductions or discounts.
- 14.7. In the event of late payment, the statutory default regulations apply. In particular, mbw is entitled to charge default interest in accordance with Section 288 of the German Civil Code (BGB), i.e. 8% above the base interest rate if the customer is not a consumer. The assertion of higher damages or further damages due to default (including from Section 286 of the German Civil Code) by mbw is not excluded.
- 14.8. mbw may demand an appropriate advance payment if there is a legitimate interest in doing so. This is particularly the case if mbw has to make large advance payments (such as materials) or if the customer's performance deteriorates after the contract has been concluded or if a deterioration becomes known without mbw being aware of this before the contract was concluded.

- 14.9. Offsetting against counterclaims is only permitted if these are undisputed or legally binding. In addition, the customer can offset against a counterclaim that has replaced a right of retention to which he is entitled under this contractual relationship.
- 14.10. The customer's right of retention is limited to the same contractual relationship and, in the case of defects, only to the amount of three times the costs required to remedy the defects. The customer can, however, exercise his right of retention due to undisputed or legally established claims.
- 14.11. If the period between conclusion of the contract and the event exceeds four (4) months and the costs of providing the service for mbw increase or decrease due to cost reductions or cost increases that are unforeseeable and beyond mbw's control, in particular due to collective agreements or changes in material prices, the remuneration owed can be increased or reduced by a maximum of 10% in accordance with the changed circumstances.
- 14.12. Extraordinary organizational expenses caused by the customer (e.g. multiple planning meetings for the customer event) must be reimbursed additionally.

15. Withdrawal by the customer

- 15.1. The customer has a contractual right of withdrawal. If the customer withdraws, he must pay the following percentages of the remuneration owed for premises, technical equipment, technical personnel and other services:

Room bookings in the MeetingArea

- for cancellation between forty-two (42) calendar days and twenty-nine (29) calendar days before the start of the rental period: 20%
- for cancellation between twenty-eight (28) calendar days and eight (8) calendar days before the start of the rental period: 50%
- for cancellation between seven (7) calendar days and one (1) calendar day before the start of the rental period: 80%
- If cancelled on the day of the rental/event: 100%

Room bookings in the ConferenceArea and the ExecutiveArea

- for cancellation between one hundred sixty eight (168) calendar days and eighty-five (85) calendar days before the start of the rental period: 20%

- for cancellation between eighty-four (84) calendar days and fifteen (15) calendar days before the start of the rental period: 50%
- for cancellation between fourteen (14) calendar days and one (1) calendar day before the start of the rental period: 80%
- If cancelled on the day of the rental/event: 100%

Room bookings in the TV studio and the green screen studio

- for cancellation between forty-two (42) calendar days and twenty-nine (29) calendar days before the start of the rental period: 20%
- for cancellation between twenty-eight (28) calendar days and eight (8) calendar days before the start of the rental period: 50%
- for cancellation between seven (7) calendar days and one (1) calendar day before the start of the rental period: 80%
- If cancelled on the day of the rental/event: 100%

- 15.2. Services from third-party providers are excluded. The respective terms and conditions of the service provider apply here.
- 15.3. Services already provided for the planning of the event (project management) must be paid in full.
- 15.4. The customer reserves the right to prove that mbw has saved higher expenses as a result of subletting.
- 15.5. The right to withdraw for good cause remains unaffected.

16. Resignation of mbw

- 16.1. If the customer defaults on a service owed, in particular an advance payment, mbw may withdraw from the contract or demand compensation for non-performance after the expiry of a reasonable grace period set by mbw.
- 16.2. Furthermore, mbw is entitled to withdraw from the contract for good cause, for example if
 - force majeure makes the performance of the contract impossible; the parties understand force majeure to include the consequences of an epidemic or a

pandemic, such as the Covid-19 pandemic, and impossibility also to include the fact that the event cannot be held in the space provided for it due to changes that occurred after the conclusion of the contract;

- Events are booked using misleading or false information about essential facts, e.g. about the customer, the participants or the type of event;
- the mbw has reasonable grounds to believe that the event may endanger the smooth running of the business, the security or the reputation of the hbw, without this being attributable to the mbw's sphere of control or organization within the hbw;
- the provisions of the Assembly Places Ordinance (VStättV) and/or fire regulations and/or health regulations (e.g. as a result of the Covid-19 pandemic) or other legal provisions are not taken into account;
- there is unauthorized subletting or further letting.

17. Defects

- 17.1. Should defects occur in the deliveries or services of mbw or should the services be disrupted, the customer must report this immediately after discovery so that mbw has the opportunity to remedy the situation as quickly as possible or to ensure that the deliveries and services conform to the contract.
- 17.2. If this is not possible due to the nature of the defect/disturbance or for other compelling reasons or is unreasonable for the organizer, complaints about defects must be made in any case when the rooms are returned to mbw within seven (7) days at the latest. If the customer negligently fails to report a defect in a timely manner, there is no entitlement to a reduction in the fee.
- 17.3. The assertion of damages according to § 536a BGB is excluded.

18. Liability of mbw

- 18.1. In the case of intent, mbw is liable without limitation. In cases of gross negligence and simple negligence in the violation of essential contractual obligations, mbw is liable for the typically occurring, foreseeable damage. Otherwise, liability for slight negligence is excluded.

- 18.2. Liability arising from the assumption of a guarantee or a procurement risk, from delay, from damage to life, body and health, under the Product Liability Act and mandatory statutory provisions remains unaffected.
- 18.3. The above provisions also apply to the personal liability of employees, representatives and vicarious agents.
- 18.4. mbw is not liable, through no fault of its own, for items that are located in the hbw Haus der Bayerischen Wirtschaft during seminars or events or that the user has brought into the rented rooms for other reasons.

19. Customer liability for damages

The customer is liable for all damage to buildings, rooms and inventory caused by event participants or visitors, employees, other third parties from his area or himself. mbw does not have to provide proof of fault.

20. Miscellaneous

- 20.1. mbw and the customer will use all business transactions that come to their attention exclusively for the contractual purposes and will not make them accessible to third parties unless this is necessary for the implementation of the contract. This obligation also applies after the end of the collaboration.
 - 20.2. The customer is informed that mbw collects and stores his data to the extent necessary to execute the contract and on the basis of data protection regulations. If mbw is entitled to engage subcontractors or to assign rights and obligations, the data required in this regard can also be passed on to the relevant third parties. The data will not be passed on to third parties beyond this.
 - 20.3. mbw is entitled to engage subcontractors.
 - 20.4. mbw may name the customer as a reference customer.
 - 20.5. The place of performance is Munich, the place of jurisdiction is Munich, unless German law stipulates another place of jurisdiction. The law of the Federal Republic of Germany applies to all legal relationships.
21. Should one or more provisions of these Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected.

die mbw.

Digital.
Hybrid.
Präsenz.

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