

Annex 1

to the Event Agreement

General Terms and Conditions for Event Agreements

1. Scope of the event

- 1.1 To enable a careful preparation by LPMG, the Partner needs to notify the final number of participants at the latest 5 (five) working days before the date of the event. If the Partner notifies a number of participants higher than considered in LPMG's offer, this increased number of participants will become contractual component only if LPMG agrees in text form and the Partner agrees to the offer then correspondingly adjusted by LPMG also in text form.
- 1.2 A number of participants lower than agreed remains within the Partner's sphere of risk and does not affect the agreed fee, unless the Partner has notified LPMG accordingly at least one week before the start of the event in text form and LPMG was still able to consider it.

2. Provision and use of premises, furniture and other facilities

- 2.1 The premises provided for the event are available to the Partner only within the agreed period of time. If the stipulated time of an event is postponed for any reason outside of LPMG's sphere, then LPMG shall be entitled to invoice the additional expenses incurred to the Partner or to withdraw from the Agreement without the Partner being entitled to claim damages.
- 2.2 If the event does not entirely or partly take place in the foyer, the foyer may not be used for longer stays, but only for reaching the rented premises.
- 2.3 Staircases, lifts and corridors may be used only to reach the premises rented for the event. They must not be used for longer stays by persons or for placing any items.
- 2.4 The premises rented by the Partner, the furniture contained therein, and any other facilities may be used only within the scope of the agreed event. Any other purpose of use is excluded.
- 2.5 The Partner is obliged to treat the premises, furniture and other facilities gently and carefully. To prevent damage to the walls, the mounting of decorative materials or other items must be coordinated with LPMG in advance.
- 2.6 Animals may not stay in the premises.

3. Joint use of parking spaces

- 3.1 For the duration of the event, the Partner, the participants and visitors of the event are entitled to jointly use the parking lot of LEICA free of charge.
- 3.2 The Partner is provided with a map of the parking lot ([Annex 5](#)), where the parking spaces available for joint use are marked. Parking spaces other than those marked there must not be used. The Partner has to make sure that the participants and other persons using the parking spaces with the knowledge and will of the Partner use only the marked parking spaces.
- 3.3 There is no claim for a sufficient number of free parking spaces. A safekeeping contract is not established thereby.

4. Approvals, permits and charges

- 4.1 With the exception of building law permits, the Partner has to obtain all possibly required official or other approvals in connection with the event on its own initiative and at its own expense. The Partner is responsible for compliance with all statutory and official regulations and requirements relating to its event; upon request of LPMG, the Partner will have to provide corresponding evidence.
- 4.2 Any charges whatsoever to be paid for the event to third parties, including but not limited to collecting societies (e.g. GEMA) have to be paid to the creditor by the Partner without undue delay; LPMG is to be indemnified against any payment obligation.

5. Fire protection, deployment of police, ambulance and security services

- 5.1 Smoking and any kind of open fire (e.g. candles) is prohibited in the building. Additionally, the Partner may bring in only hardly inflammable objects.
- 5.2 The Partner will be informed about the number of persons who may at most stay in the premises rented by the Partner. The Partner is responsible for ensuring that this number is actually not exceeded.
- 5.3 All fire alarms, hydrants, smoke flaps, electrical distribution and control panels, telephone distribution boxes, heating and ventilation systems must remain freely accessible and unobstructed at all times. This also applies to emergency exits and escape routes. The Partner has to comply with building- and fire-related police regulations, and corresponding orders have to be followed. The Partner is responsible for any necessary deployment of police, medical and security services and must insofar indemnify LPMG against any payment obligations.

6. Reservation of approvals

- 6.1 The use of company logos of the Partner, trademarks or the like requires the prior approval of LPMG in text form.
- 6.2 Any kind of advertising, information, invitations etc. of the Partner through which a connection to LPMG or to LEICA, Leitz or the Leitz-Park is established, in particular by use of the firm name or a logo, requires the prior approval of LPMG in text form.
- 6.3 Sales events are permissible only with the express approval of LPMG and at the Partner's sole responsibility.

7. Liability, defects, duty to ensure public safety

- 7.1 The Partner must notify any malfunctions or defects to the premises, facilities and equipment without undue delay after having gained knowledge thereof. LPMG is not liable for any damage caused by delayed notification by the Partner. Malfunctions and defects notified to LPMG by the Partner will be removed by LPMG as soon as possible. Especially malfunctions and defects of technical facilities and equipment are to be removed only by LPMG or by third parties commissioned by LPMG for that purpose.
- 7.2 LPMG does at no time assume any liability for devices or goods of the Partner which are brought along for the event. Rather, the Partner is obliged to deliver everything directly before the event and to remove it without undue delay thereafter. The Partner is solely responsible for reasonable insurance, e.g. of exhibition items, seminar or conference devices.
- 7.3 The Partner is responsible for fulfilling the duty to ensure public safety at the Event Space during the event. The Partner indemnifies LPMG against any assertion of claims by third parties conflicting with the foregoing sentence.

- 7.4 The liability of LPMG is limited to cases of intentional or grossly negligent breach of duty by LPMG or its vicarious agents. However, this does not apply in the case of a breach of such duties which are of key importance for the performance of the Agreement (material obligations); in these cases, LPMG will also be liable for slight negligence.
- 7.5 In the cases of slight negligence, the liability is limited to typically arising, foreseeable and direct damage.
- 7.6 The limitations of liability in favour of LPMG according to clauses 7.4 and 7.5 shall not apply to the extent that LPMG is entitled to a corresponding legally and actually enforceable recourse claim against vicarious agents, or the damage incurred is covered by an insurance policy taken out by LPMG. The limitations of liability do further not apply in cases of injury to life, body or health of a human being; in these cases, the statutory regulations shall apply.
- 7.7 The Partner is liable to LPMG for all losses and any damage culpably caused by the Partner, its employees, other aids or any person using the Event Space with the knowledge and will of the Partner. The same applies to any loss or damage caused by event visitors. LPMG is entitled to request the provision of reasonable collateral from the Partner, for example insurance, security deposits, guarantees.

8. Reduction, set-off, retention

- 8.1 The Partner is not entitled to reduce the fee; a right to claim refund, if any, according to Section 812 German Civil Code (BGB) remains unaffected thereby.
- 8.2 The Partner is not entitled to set off against claims of LPMG, nor to assert a retention right, unless such claims of the Partner are undisputed, non-appealable or ready for decision.

9. Further obligations of the Partner

- 9.1 The Partner is obliged to ensure reasonable conduct of the participants within the scope of the event. The noise volume of the event and its participants must be reasonable in consideration of the purpose of the event.
- 9.2 The Partner is obliged to ensure that the participants and visitors of the event dispose of any waste in the containers provided.

10. Return of the premises

- 10.1 Any exhibition or other items brought along must be removed by the Partner without undue delay after the end of the event. If the Partner does not comply with this obligation, LPMG will be entitled, but not obliged, to remove, store or dispose of these items itself. All costs shall in such case be borne by the Partner. This also applies to transport packaging, outer packages and all other packaging material brought in.
- 10.2 In the case of above-average dirt, LPMG is entitled to commission special cleaning services and to invoice the expenses to the Partner.
- 10.3 Any items forgotten in the premises by the Partner, a participant or visitor are not considered as having been taken into safekeeping by LPMG, but will be kept ready for collection by the participant for at most three months.

11. Cancellation by the Partner

Any cancellation by the Partner needs to be made in text form. The following costs arise upon cancellation:

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| - up to one month before the start of the event: | free of charge |
| - up to 14 days before the start of the event: | 50 % of the agreed fee |

- up to 7 days before the start of the event: 80 % of the agreed fee
- thereafter: 100 % of the agreed fee

12. Termination of the Agreement by LPMG

- 12.1 Up to three months before the start of the event, LPMG is entitled to withdraw from this Agreement in text form without stating reasons. Any claim for damages of the Partner is in this case excluded.
- 12.2 LPMG is furthermore entitled to withdraw especially in the following cases:
- the Partner has not made down payments when due;
 - the Partner has provided misleading or incorrect information on substantial facts relating to the event, e.g. regarding the Partner itself or the purpose of the event;
 - LPMG has a justified cause to assume that the event can endanger smooth business operations, the security or reputation of LPMG or Leica in public;
 - the Partner has without prior text-form approval of LPMG under lease or provided the premises to third parties;
 - force majeure. (e.g. natural incidents, strike, official orders, or the like) or other circumstances for which LPMG is not responsible make it unreasonably difficult or impossible for LPMG to fulfil the Agreement.
- 12.3 LPMG is entitled to terminate this Agreement with immediate effect also still during an ongoing event for good cause, in particular if the Partner, a participant or a visitor:
- makes a considerably detrimental use of the provided premises or by reckless, offensive or otherwise grossly improper behaviour towards LPMG or LEICA, staff members of LPMG or LEICA, or visitors of LPMG or LEICA is guilty of an offence against physical integrity, property or morality, with attempt and reasonable suspicion being sufficient;
 - gives rise to reasonable suspicion that the event can substantially endanger smooth business operations, the security or reputation of LPMG or LEICA in public.
- 12.4 If LPMG legitimately withdraws from this Agreement, any claims for damages of the Partner are excluded. However, LPMG will always - except in case of force majeure - have a claim for compensation at least in the same amount as if the Partner had cancelled the Agreement at the time of withdrawal by PMG; any further claim for damages of LPMG remains unaffected.

13. Miscellaneous, final provisions, place of jurisdiction

- 13.1 Changes and/or additional agreements to the Event Agreement are valid only if recorded in text form and signed with legally binding effect. This also applies to any agreements relating to the text form requirement itself.
- 13.2 If individual or several provisions of this Agreement are or become invalid or void, the remaining provisions shall nonetheless be valid. In the event that any clause is invalid, such clause shall with retroactive effect be replaced by a valid clause which comes closest to the economic purpose of such invalid clause. This correspondingly applies to filling any open and hidden gaps in this Agreement.
- 13.3 Place of jurisdiction for all disputes arising from or in connection with this Agreement is the registered office of LPMG. Exclusive statutory places of jurisdiction shall remain unaffected thereby.