I. TERMS AND CONDITIONS

§1 Scope of application

1. These General Terms and Conditions of mainz**plus** GmbH, Rheinstraße 66, 55116 Mainz – hereinafter referred to as mainzplus – apply to the provision of event spaces, halls and rooms, to the provision of event-related services and works for events, and to the provision of mobile facilities and technology. They apply to events in and on the premises of the following objects (hereinafter referred to as "place of assembly"):

- Rheingoldhalle
- Kurfürstliches Schloss
- Frankfurter Hof
- KUZ

2. These Terms and Conditions apply to private individuals, to persons acting in a commercial capacity, to legal entities according to private and public law and to publicly funded organisations hereinafter referred to as Company or Companies. Our Terms and Conditions shall apply to all future contractual arrangements as long as they are not replaced by an updated or revised version. Additional or contradictory contractual terms on the part of the tenants are only valid if mainz**plus** has expressly acknowledged them in writing. Deviating terms agreed with the Tenant in the Agreement itself or in the schedules to the Agreement shall always take precedence over provisions in these Terms and Conditions.

§2 Conclusion of agreement, amendments, reservations

1. Rental agreements shall be concluded in text form with the signature or electronic signature of both contracting parties in order for validity. Any unsigned or electronically unsigned copies of a draft agreement that mainzplus should send to a tenant shall not be deemed as concluded until the tenant signs or electronically signs the copies of the agreement sent and returns them to mainzplus within the return period specified in the agreement and receives a countersigned or electronically signed copy of the agreement from mainzplus. The text form with a simple electronic signature shall be deemed to have been complied with if the contract is signed or signed and then transmitted electronically by fax or email as a PDF to the contractual partner.

2. mainz**plus** is entitled to make the validity of the rental/event contract dependent on the tenant proving to mainzplus that a catering contract for the catering of the event visitors has been concluded within a reasonable period of time (see also §11 clause. 2); mainz**plus** is entitled to cancel the tenancy agreement if the Tenant should fail to proof documentation of a catering agreement within the period given. Unless a different deadline is stipulated in the contract, the tenant must provide proof of the conclusion of a catering contract no later than 6 weeks before the start of the event.

3. For all additional orders placed after conclusion of the contract, the respective declaration must be sent to the contractual partner only in text form without signature and confirmed accordingly in text form by the other party. Orders placed verbally or by telephone or changes to orders must be confirmed immediately in text form in the same way. If these requirements are complied with, all orders placed after conclusion of the contract shall be binding for both contracting parties. Short-term requests and the installation of media and event technology equipment can also be confirmed by means of a handover protocol.

4. Oral or written reservations shall only provide an option for future agreement conclusion as based on the agreement terms of mainz**plus** and expire at the end of the confirmation stated in the reservation or in the contract, without the need for any additional notice to the holder of the reservation. Reservations are not transferable to third parties. Repeated organisation of events or provision of rooms and areas on certain dates shall not constitute any future rights unless individual provisions in the agreement grant such rights.

§3 Parties to the agreement, event organiser, event manager, exhibitors

1. Contractual partners are mainz**plus** and the Tenant. If the Tenant is an agency or other intermediary, the Tenant shall name its client (third party) in writing in the contract and inform him of all contractual obligations, including these Terms and Conditions and of the Safety Regulations. The Tenant is responsible towards mainz**plus** for the fulfilment of all obligations of the event organiser according to these Terms and Conditions.

2. The gratuitous transfer or paid subletting of rooms and areas in whole or in part to a third party requires the written consent of mainz**plus**. This approval shall be regarded as granted if this third party has been named in the agreement.

3. Prior to the event, the Tenant muss provide mainz**plus** in writing with the name of a representative who is authorised to make decisions regarding the management of the event and who, at the request of mainzplus, will perform the function and tasks of the event manager in accordance with the Rhineland-Palatinate Ordinance on the Construction and Operation of Places of Assembly (VStättVO) as well as these GTC and the "Safety Regulations" of mainz**plus**.

4. Tenants holding a trade fair or exhibition shall pass on a binding copy of the Safety Regulations of mainz**plus** to their exhibitors. The Tenant shall ensure the observation of these regulations vis-à-vis mainz**plus**.

§ 4 – Subject Matter of the Agreement, Contractual Penalty

1. The subject matter of this Agreement is the provision of areas and rooms within the venue for the purpose of use stated by the Tenant, as well as the provision of event-related services. The provision of the venue, including event areas and rooms, shall be based on officially approved escape route and seating plans with a specified visitor capacity. The exact designation of the areas made available, the maximum visitor capacities and the purpose of use shall be set out in the Agreement or in an appendix thereto. If no details regarding visitor capacities are specified, the Tenant may, at any time and upon presentation of its event plans, inspect the existing approved escape route and seating plans. Statutory regulations and sovereign orders requiring a reduction in visitor capacity must be observed. The Tenant shall ensure that, under no circumstances, more than the permitted number of visitors are admitted to the venue for its event.

2. For the use of general circulation areas, walkways, toilets, cloakrooms and entrance areas, the Tenant shall be granted a limited right of use for the duration of its event. The Tenant shall, in particular, be required to tolerate the shared use of these areas by third parties. If several events take place in the venue at the same time, each Tenant shall conduct itself in such a manner as to avoid, as far as possible, any mutual disturbance of the other event. The Tenant shall have no contractual entitlement to demand the restriction of another Tenant's event.

3. The functional rooms and areas within the venue, such as workshop areas, technical rooms and office spaces, are not subject to this Agreement and shall not be made available to the Tenant, unless otherwise agreed in the Agreement or in an appendix thereto. The same applies to all wall and building surfaces, as well as to windows, ceilings and wall areas outside the venue, in particular within general circulation areas and entrance areas.

4. Any change to the event title specified in the Agreement, the event period, the nature of the event, the agreed event content, the purpose of use or any change of contractual partner shall require the prior consent of mainz**plus** in text form. Such consent may be refused without the need to state reasons. Consent may only be granted where the interests of mainzplus, in particular with regard to existing or planned events, are not adversely affected.

5. By entering into this Agreement, the Tenant declares that, for the duration of its event, it shall not tolerate any racist,

discriminatory, anti-Semitic, Islamist, anti-democratic or otherwise unconstitutional or unlawful content, including content constituting criminal offences under, in particular, Sections 86, 86a, 90, 90a–c, 111, 130, 140, 185, 186, 187, 188, 192a, 241 of the German Criminal Code (StGB), Section 20 (1) No. 5 of the German Associations Act (VereinsG) or Section 3 of the German General Equal Treatment Act (AGG). The Tenant shall be obliged to:
- actively take action against any violations of the first sentence during the event;
- exclude from the event (by exercising its domiciliary rights) any participants or visitors who contravene the principles set out in the first sentence;
- interrupt the event in the event of a continuing violation of the first sentence; and
- terminate the event in the event of persistent violations.

6. If the Tenant culpably breaches its contractual obligations under Clause 5, second sentence, it shall, for each individual violation, pay to mainz**plus** a contractual penalty to be determined at the reasonable discretion of mainzplus, which, in the event of dispute, shall be subject to judicial review, up to an amount of EUR 50,000. The right to assert further claims for damages, taking into account any contractual penalty already paid, as well as the right to terminate the Agreement without notice for good cause, shall remain unaffected.

§5 Transfer of venue, use, return of venue

1. The venue's rooms and areas shall be provided on the basis of officially approved escape routes and seating plans with a fixed attendee capacity. Any alteration in the event title as named in the agreement, the period of the event, type of event, agreed event content, purpose of use, or alteration in contractual partner (event organiser) shall require prior written approval from mainz**plus**; approval may be denied without giving reason. Approval shall only be granted if the interests of mainz**plus** are not impaired, especially involving existing or planned events.

2. The exact names of the rented rooms and areas, the event title, the maximum visitor capacity, and the purpose of use shall be made in writing in the agreement or in an annex to the agreement. If the agreement does not quote any visitor capacities, the Tenant may view the existing approved escape routes and seating plans on presentation of its own event planning. The Tenant shall in any case ensure that there is no overcrowding in the venue rooms, and that the number of admission tickets sold for a public event shall not exceed the number of visitors quoted in the attendee capacity, rescue route or seating plans.

3. If the Tenant does not make one complaint when taking over the place of assembly and its facilities, they shall be deemed to have been taken over in perfect condition, insofar as no hidden defects are involved. If the Tenant reports any existing damage to mainzplus on handover, this must be recorded in writing and will be taken into account accordingly on return. Both parties may demand a written handover protocol on transfer. The Tenant shall immediately report to mainz**plus** any damage noticed at a later time or caused by the Tenant or its visitors.

4. All rented rooms shall be rented with the existing room-specific basic equipment. The provision of special equipment and technology must be additionally agreed in time and remunerated separately. The Tenant shall have no claim to the removal of existing fittings. Alterations to the rented rooms or halls or of the escape routes, seating plans and fittings and installations shall require written approval from mainz**plus** on submission of any necessary official approval. The Tenant shall cover the full costs for the duration, expenses and risks of the approval process as well as official acceptance.

5. If several events are to take place at the same venue, mainz**plus** shall arrange the entrances and exits to the venue in such a way as to prevent any disturbance between the events; the Tenant has no contractual claim to receive a special entrance – such as the main entrance – for entering or leaving the venue.

6. Event rooms, areas, facilities and technology must be returned in perfect condition, or at least in the condition in which they were provided. The Tenant shall remove any objects, installations or decorations brought in for the event by the event organiser by the agreed end of the dismantling period and return the venue to its original state. The venue shall be returned to mainz**plus** in a clean state.

7. Specialist companies shall make any repairs or new purchases as necessary to restore the original state of the venue as necessary due to the event; the costs of such repairs or purchases shall be borne by the Tenant. Insofar as basic cleaning is included in the usage fees, only special cleaning exceeding the usual degree of soiling shall be arranged at the expense of the tenant and invoiced to him according to the time and material required.

8. A tacit extension of the contractual relationship in the event of late return is excluded. The provisions of §545 BGB shall not apply. A surcharge of 15% on the usual rental charge shall be billed to the Tenant at the beginning of each additional hour that the Tenant should remain in the venue beyond the agreed time to return the venue; this shall not affect the Landlord's right to assert further claims for damages.

§6 Charges and payment

1. The contractually agreed charges and payment periods are set out in the contract or in an annex to the contract. Consumption and use-dependent fee components shall be invoiced separately. The overview of services and costs shall be updated during further event planning based on the information and, if applicable, the additional wishes of the Organiser as well as the resulting event-related requirements. The final invoice for all services shall be issued after the event has been held based on the services ordered and provided.

2. Usage-related costs may be billed to the event organiser due to the necessity of a fire or paramedical services, door staff or stewards, or technical specialists depending on the type of event, the expected number of attendees and potential safety and fire risks especially resulting from brought-in equipment, installations, decorations or property (see standard venue regulations (§40, §41 VStättVO). The existing safety plans for the venue shall serve as a basis for comparison.

3. If there are more than four months between the conclusion of the contract, the prices quoted for personnel, services and work
and work services (in particular security/security services, cleaning, seating, checkroom, catering) may be adjusted by up to 15% in line with current market price developments. This applies to increases and reductions in equal measure. The respective party to the agreement shall explain the specific circumstances justifying the adjustment. Price adjustments are permitted once annually after conclusion of the agreement. Only such price adjustments for reasons not within the sphere of responsibility of the one respective party to the agreement shall be permitted. The parties to the agreement shall renegotiate any price adjustment causing an unreasonable increase or decrease in total fees to be paid.

4. Costing and pricing for event-related services shall be set according to planning and lead times of several months. Tenant orders for additional services at short notice (less than four weeks before the event) shall only be accepted by mainzplus on condition that performance of such services is still feasible. A surcharge of up to 50% may be applied to regular prices for tenant orders at short notice. The Tenant shall receive express notification of this provision in all orders at short notice as well as an updated summary of costs and services for the Tenant to confirm.

5. Additional in-house services provided by mainzplus and commissioned by the Tenant, in particular the provision of furniture, power connections, technical equipment, and personnel, may be amended or reduced up to no later than fourteen (14) calendar days prior to the commencement of the event.

Upon expiry of this deadline, the most recently confirmed scope of services and costs shall be deemed binding. From this point onward, any reduction or cost-free cancellation of the commissioned additional services shall be excluded; the corresponding charges shall be calculated in accordance with the confirmed scope of services.
Any supplementary or additional commissions placed after expiry of the aforementioned deadline shall be subject to feasibility and shall be governed by the provisions applicable to short-notice commissions.

6. mainz**plus** is entitled to demand advance payments from the tenant in the amount of the agreed fees and in the amount of the expected consumption and use-dependent fee components. Unless otherwise contractually agreed, the Tenant will receive a corresponding invoice no later than 6 weeks before the start of the event.

7. In order to secure liability claims arising from the contractual relationship, mainz**plus** is entitled, even after conclusion of the contract, to demand additional security (deposit) from the Tenant due to expected event-related damage in accordance with § 15 clauses 2 and 3 before the event takes place.

8. All payments are to be made without deductions, free of bank charges, to a mainz**plus** bank account specified on the invoice. Invoices from mainz**plus** can be transmitted electronically as a PDF file in accordance with Article 233 (1) Sentence 2 of the VATSystRL.

9. If agreed payments are not made in due time before the event, mainz**plus** can refuse to make the place of assembly available. In this case, mainz**plus** is also entitled to withdraw from the contract and demand compensation for damages due to non-fulfilment.

10. In the event of late payment, interest on arrears shall be due at a rate of 9% above the respective base rate of the European Central Bank. If the Tenant is a "private person or consumer", the interest rate for the payment claim shall be 5% above the base interest rate of the European Central Bank. The right to assert a higher damage caused by default is expressly reserved.

§7 Marketing and advertising, sponsors

1. The Tenant shall be legally responsible for marketing the event. Advertising measures on the premises, on the building or on walls, windows, columns, and similar shall require prior written consent from mainzplus. This shall also apply to tenant advertising for third parties or third-party events at venue.

2. Unapproved posting is prohibited by law and shall incur damages for the Tenant. Posting shall take place only through Deutsche Städtemedien, Eleonorenstraße 127, 55252 Mainz-Kastel, Tel.: +49 6143 72530.

3. Optionally, mainzplus may post advertising on mainzplus premises for a fee. The Tenant has no entitlement to have mainzplus or third-party advertising taken down, altered, or restricted during the event.

4. All printed materials, posters, admission tickets, and invitations shall bear the name of the tenant to signal that the visitor's legal relationship is with the tenant, not with mainzplus.

5. The Tenant shall apply the mainzplus corporate identity, such as the logo, in a consistent fashion if used while advertising the event and designing the corresponding advertising materials. mainzplus may demand that the Tenant include the mainzplus logo on the front of the admission tickets taking into account the provisions of §6 clause 4 in designing the admission tickets. mainzplus shall provide the corresponding mainzplus corporate design and logo assets exclusively for this purpose.

6. The Tenant may only attach and display advertising boards and posters according to a separate agreement with mainzplus (see §6 clause 1). The Tenant shall bear responsibility for safety in all advertising activities on the venue, including special safety requirements for high winds.

7. The Tenant shall indemnify mainzplus from any third-party claims that may arise from the Tenant using visual and audio files or any other content provided by the tenant and protected by trademarks and trademarks, including logos and advertising slogans, that should violate rights of third parties, in particular copyrights, name rights, trademarks and trademark rights, competition rights, image and data protection rights, personal rights or other statutory provisions to promote the Tenant's event in or on:
- The events calendar
- The website
- Social media platforms
- Newsletters and brochures
- Newspapers and comparable media (digital and print)
- Advertising materials and tickets

This indemnification shall extend to any cease-and-desist orders, court costs, and other legal expenses.

8. The Tenant shall require the express prior written consent of mainzplus to take photographs or audio or video recordings of the venue and its facilities for commercial use, or of logos or names.

9. Photographs as well as audio and video recordings for the purposes of broadcasting, distribution, or recording for any media or data carrier such as radio, television, internet, virtual, or physical storage media – regardless of whether such publication is paid or free of charge – shall also require prior written approval from mainzplus.
10. mainzplus may include the event in its event programme and on all analogue and digital advertising media unless the Tenant objects in writing.

11. mainzplus may take photographs or audio visual recordings of the event and distribute these free of charge for the purposes of marketing the venue unless the tenant objects in writing. The Tenant shall be consulted on this beforehand.

§8 GEMA, GVL, social contributions for artists and performers

1. The Tenant shall be solely responsible for timely registration and payment of fees for the performance or rendition of works protected by the German GEMA (Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte) or GVL (Gesellschaft zur Verwertung von Leistungsschutzrechten mbH) performance rights organisations. mainz**plus** may require written proof of registration of the event with GEMA or GVL, written evidence of billing from by GEMA or GVL, or written proof of fee payments to GEMA or GVL by the Tenant prior to the event. mainz**plus** may charge the Tenant a security deposit in the amount of the expected GEMA fee up to a fortnight before the event if the Tenant is not willing or able to provide documentation of payment of the fees.

2. The Tenant shall fulfil all obligations under the Artists Social Security Act (Künstlersozialversicherungsgesetz) and shall indemnify mainz**plus** from all corresponding claims.

3. The tenant is solely responsible for all musical performances and music playback initiated or carried out by the tenant on the leased premises. This includes, in particular, the selection and engagement of artists, musicians, or DJs; the planning of the music program; and the timely registration and reporting of music usage to GEMA, GVL, and other collecting societies.
The tenant may play music exclusively within the leased space assigned to them and in compliance with all noise control and pollution control regulations. Broadcasting sound to other areas or the rest of the event grounds is prohibited.
mainz**plus** does not handle artist or DJ bookings and has no influence over the program planning or the tenant's specific use of music. The tenant indemnifies mainz**plus** against all

claims by GEMA, GVL, and other rights holders, including reasonable legal defense costs.
The tenant agrees to obtain, at its own expense, all necessary rights of use under copyright law and neighboring rights, and to pay the applicable fees in full. Upon request, the tenant must immediately provide mainzplus with the corresponding registration forms, statements of account, and proof of payment.
The tenant shall indemnify mainzplus against all claims by GEMA, GVL, other collecting societies, authors, performing artists, and other rights holders arising from any use of music initiated or carried out by the tenant. This indemnification also includes reasonable legal defense costs.

§9 Mobile communications services, WiFi

1. The Tenant is not entitled to set up its own mobile communications services or WiFi networks or operate WiFi access points without the consent of mainzplus. Any such services taken into operation without consent may be taken out of service without prior notice. mainzplus reserves the right to assert claims for damages due to interference and malfunction caused.

2. Tenants using the venue's internet connection (LAN or WiFi) or providing the connection for visitors or guests to use shall ensure that such services are not used inappropriately; this especially applies to copyright violation, downloading or distributing protected or prohibited content, or using websites containing criminally relevant content. The tenant shall indemnify mainzplus for any financial claims, including legal costs, if mainzplus should be held liable for violations committed by the tenant, its event visitors or guests, or other users in any way involved with the tenant rather than mainzplus or the venue.

§10 Ticket contingents, ticket sales

1. mainzplus reserves the right to use certain places for paramedical staff, police, fire services and stewards without charge at each event. The scope of services (number of persons to be appointed) depend on the type of event, number of visitors and event-specific safety regulations in each individual case.

2. Each event at the venue shall provide mainzplus facilities for guests of honour as well as admission tickets for wheelchair users.
Allocated wheelchair spaces shall be kept free. One disabled space consists of two spaces for a disabled person and an accompanying person:

Rheingoldhalle Kongresssaal:	26 service tickets
Rheingoldhalle Gutenbergsaal:	20 service tickets
Kurfürstliches Schloss:	16 service tickets
Frankfurter Hof:	10 service tickets

3. Admission tickets shall be printed according to the approved seating plans on prior consultation with mainzplus.

4. Ticket reservations and on-the-door ticket sales shall be the sole responsibility of the Tenant. For the sale of admission tickets and event programmes, the existing facilities are to be used and the locations in the rented rooms assigned by the representatives of mainzplus are to be adhered to.

§11 Staffing, catering, event services

1. Service partners commissioned by mainzplus (contractor pool) shall be responsible for staffing the venue; this covers catering, cloakroom, booth construction, rented furniture, and audiovisual equipment. The Tenant shall not be entitled to perform any of these services itself or commission these services to a third-party contractor outside the contractor pool.

2. The catering contractors in the contractor pool shall pay a fee of 15 percent of the total turnover agreed with the respective Tenant to mainzplus. In addition, one-off fees will be charged for the use of catering areas (including kitchens), for final cleaning, fresh water and wastewater. This fee shall be included in the overall price calculation by mainzplus for provision of the venue to the Tenant. The Tenant shall document the completion of a catering agreement with one of the caterers selected from the contractor pool at least six weeks before the event according to §2 Clause 1 unless another period has been set by the agreement. mainzplus may cancel the tenancy agreement if the Tenant should fail to provide documentation of a catering agreement within the period set.

3. The execution of electrical and water installations, the deployment of security personnel to ensure house safety, the suspension of loads, the provision of hall personnel, the commissioning of cleaning services to carry out interim and final cleaning as well as cleaning during the event, the deployment of medical services and fire safety guards shall be carried out exclusively by qualified contractual partners, for safety reasons. The Tenant is not entitled to carry out these services himself or have them carried out by third parties who do not belong to the mainzplus service partner pool.

§12 Commercial activities and merchandising

1. The Tenant shall not appoint commercial services of whichever type such as photographers, flower sellers, performers or similar, or itself indulge in any commercial activity beyond the event itself, without prior written approval from mainzplus.

2. If mainzplus should grant approval, a percentage of the proceeds billed separately shall be paid to mainzplus.

§ 13 Cloakrooms

1. Mainzplus and the companies contractually affiliated with mainzplus shall be responsible for the management of the visitor cloakrooms. mainzplus shall decide whether and to what extent cloakrooms shall be made available for the respective event. Cloakrooms are always compulsory for row and table seating.

2. Overclothing (coats made of polyester or other synthetic fibres, jackets and capes) as well as sports bags and rucksacks must be deposited in front of the event rooms at the cloakroom provided for this purpose, in particular for fire safety reasons. Suit jackets, cardigans or light waistcoats may be taken into the hall, but may not be removed. The hirer must ensure that the obligation to hand in the cloakroom and the cloakroom fee of EUR 2.00 gross is communicated to the end customer via the ticketing provider before the purchase contract is concluded and is observed by visitors during the event.

3. The cloakroom fee of EUR 2.00 gross is to be paid by the visitors at the cloakroom. At the request of the Tenant and with the prior consent of mainzplus, the Tenant may agree to pay the cloakroom fee. The minimum time of use is 4 hours/employee per service. Cloakroom insurance shall be taken out by mainzplus.

4 Cancellation for wardrobe is possible free of charge up to 4 days before the event. Thereafter, a charge of 4 hours/employee minimum time will be made. These costs shall be borne by the Tenant.

5. If the cloakrooms are managed by mainzplus, the latter shall assume the duty of care and safekeeping and the liability risk for the cloakroom items deposited, but not for the valuables in the clothing and bag contents. If the cloakrooms are not managed, mainzplus shall not assume any duty of care and safekeeping for the discarded cloakroom. In this case, the Tenant shall bear the liability risk for lost cloakroom items belonging to its visitors.

§14 Exercising Rules of the House

1. The Tenant shall represent the Rules of the House towards visitors to the extent necessary for a proper and safe event course at the venue. The Tenant is obliged to ensure that the event is held properly and safely within the rented assembly rooms. The Tenant is obliged to enforce house rules and to observe existing smoking bans vis-à-vis visitors and guests at the event. In the event of violations, he shall take the necessary measures to prevent further violations.

2. In addition to the Tenant, mainz**plus** and persons appointed by mainz**plus** shall remain responsible for enforcing the Rules of the House for the duration of use (see standard venue regulations §38 para. 5 sentence 2 VStättVO). Persons appointed by mainz**plus** may access any part of the venue in asserting the Rules of the House.

§15 Tenant liability, insurance

1. The Tenant shall be responsible for maintaining safety of all fittings, installations, or decorations or other objects brought in, installed, posted, or suspended by the tenant, as well as the safe course of the event at the venue.

2. The Tenant shall return the venue to mainzplus in the same condition in which mainzplus provided the venue to the Tenant. The tenant shall be held liable for any damage caused by the tenant, the tenant's vicarious agents, or participants at the tenant's event in connection with the event to the exclusion of German Civil Code (BGB) Section 831 para 1 sentence 2.

3. Event-related damage owing to the type of event, its attendees, or the content or course of the event shall lie within the sphere of responsibility of the Tenant. The Tenant shall also be held liable if and to the extent that the damage is caused by riots or demonstrations against the event or similar incidents resulting from the event.

4. The Tenant's scope of liability shall include not only injury to persons or damage to the venue or its facilities, but also damages arising from third-party events that cannot be performed or not as planned.

5. The Tenant shall indemnify mainz**plus** from any event-related third-party claims caused from within the sphere of responsibility of the tenant, the tenant's vicarious agents, or participants or visitors at the event. Any contributory negligence on the part of mainzplus and its vicarious agents shall be taken into account in proportion to the amount concerned. The responsibility of mainzplus to ensure the safe condition and maintenance of the venue according to German Civil Code (BGB) Section 836 shall remain unaffected.

6. The Tenant shall conclude a German liability insurance policy for event organisers for the duration of the event, including setting up and dismantling. The Tenant shall provide documentation of this liability insurance policy to mainzplus at least fourteen days before the beginning of the event. The minimum coverage amounts required are as follows:

- €5,000,000 (in words: five million euros) for personal injury
- €5,000,000 (in words: five million euros) for damage to property, including rental property and subsequent damage to rental property Concluding the insurance policy shall not limit the tenant's liability towards mainzplus or third parties.

7. The insurance policy required in clause 7 may be concluded by mainz**plus** on request by the Tenant; the Tenant shall be charged for the insurance.

§16 Liability of mainzplus

1. No liability regardless of culpability according to German Civil Code (BGB) §536a para. 1 shall be entertained for compensation regarding hidden defects unknown at agreement conclusion in the building and its facilities. This shall not affect claims for payment reduction due to defects unless the fault or intent to reduce remuneration is reported to mainz**plus** on recognition of the fault while the venue is in use by the Tenant.
2. mainz**plus** shall not entertain liability for loss of objects, fittings, installations or other valuables brought in by the Tenant unless a special safekeeping agreement or agreement for consideration has
been reached. A security company approved by the trade regulations (GewO) §34a may be commissioned to guard third-party property at the request and expense of the Tenant.

3. mainz**plus** shall be liable for compensation for material and financial losses suffered by the Tenant due to gross negligence or intentional breach of agreement on the part of mainz**plus** or guarantee by mainz**plus** for services to be provided. mainz**plus** shall not accept any further liability for damages except for liability for personal injury or breach of cardinal obligations in the agreement. Cardinal obligations include, but are not limited to obligations essential for the proper execution of the agreement in its inception, obligations whose fulfilment the other party would normally rely on and may reasonably be expected to rely, that is, the main obligations in the agreement.

4. mainz**plus** shall be liable for breach of obligation due to simple negligence within the sphere of responsibility of mainz**plus** in personal injury or breach of cardinal obligations in deviation from clause 3. In the event of a breach of cardinal obligations, mainz**plus**' liability for damages in cases of simple negligence is limited to the direct average damage that is foreseeable and typical for the type of contractual agreement.

5. The limitations to liability in the above paragraphs 3 and 4 shall also apply to legal representatives and vicarious agents of mainzplus.

§17 Cancellation, termination, withdrawal

1. The Tenant shall compensate mainz**plus** for losses based on the agreed fees if an event should not take place at the time agreed for reasons outside the sphere of influence of mainz**plus**. The same shall apply if the Tenant should cancel the event and withdraw from the agreement or terminate the agreement for cause without a special agreement or compelling legal reason for termination or withdrawal. Compensation for loss shall be set at the amount for written termination or withdrawal at the following venues:

<u>Rheingoldhalle</u>
Upon termination or withdrawal

Up to eighteen months before the event	0%
Up to twelve months before the event	10%
Up to nine months before the event	20%
Up to six months before the event	35%
Up ro four months before the event	60%
After that	90%

Of the agreed remuneration

<u>Kurfürstliches Schloss / Frankfurter Hof</u>
Upon termination or withdrawal

Up to twelve months before the event	0%
Up to six months before the event	50%
Up to three months before the event	70%
After that	90%

Of the agreed remuneration

<u>Frankfurter Hof</u>
Upon termination or withdrawal

Up to twelve months before the event	0%
Up to six months before the event	50%
Up to three months before the event	70%
After that	90%

<u>KUZ</u>
Upon termination or withdrawal

Up to twelve months before the event	0%
Up to six months before the event	50%
Up to three months before the event	70%
After that	90%

of the agreed usage fees. Compensation for loss shall also be due in the proportionate amount in the event of reduction in space or partial cancellations. Cancellation, termination, or withdrawal shall be served in writing and received by mainzplus within the periods specified. The Tenant may also document that no or significantly lower damages or expenses were incurred than those charged.

2. The Tenant shall cover any costs incurred by third parties due to event cancellation (security service, medical service, fire brigade, cloakroom staff, technical equipment, and similar) as documented in each individual case unless these costs are

included and listed in the compensation for loss as stated in §16 clause 1.

3. The organiser shall still be liable for compensation according to §16 clauses 1 and 2 if mainzplus succeeds in transferring the venue to a fee-paying third party on the date of cancellation provided that the transfer to the third party would also have been possible on another date within twelve months. If these requirements are not satisfied, the tenant shall remain liable for proportional damages if the subsequently booked event results in lower turnover.

4. mainz**plus** is entitled to terminate the contract extraordinarily or withdraw from the contract in the event of a breach of essential contractual obligations, in particular if:

a) The Tenant has is in default on payments owed (usage fees, advance payments, security deposits, etc.)
b) The Tenant fails to document the conclusion and application of a liability insurance policy for event organisers
c) The Tenant has not complied with statutory or official approval and disclosure obligations before the event
d) The official permissions or licences required for the event are not available
e) The intended use as specified in the contract has undergone significant alteration without the consent of mainzplus
f) The Tenant has at the time of concluding the agreement not expressly informed mainzplus that a security concept according to the regulations on public venues (VStättVO) Section 43 paragraph 1 may be necessary due to the nature of the event and its participants, and such a concept can no longer be implemented before the event (at short notice)
g) The Tenant or any contractor commissioned by the tenant violates any event-related statutory provisions or regulations on safety and fire protection
h) Insolvency proceedings have been filed against the Tenant or refused due to insufficient funds, and the Tenant or, in the place of the Tenant, the liquidator fails to fulfil the Tenant's obligations under the contract on time or at all.

5. Before declaring termination or withdrawal, mainz**plus** is obliged to set a deadline with a threat of refusal vis-à-vis the tenant, insofar as the Tenant is in a position, taking into account the overall circumstances, to immediately eliminate the reason justifying withdrawal or extraordinary termination.

6. Payment obligations to mainzplus for the contractually agreed fees shall remain in force, offset by any expenses saved, after mainzplus exercises its right of withdrawal as set out in §16 clause 4 a-g.

7. If the Tenant is an agency, mainzplus and the agency shall have a special right of termination if the client withdraws or terminates the order from the agency. This special right of termination may only be exercised if the client takes on all rights and obligations from the agency in full from the existing agreement with mainzplus and provides appropriate security to mainzplus on request.

§18 Force majeure

1. Force majeure is an event that has a massive external impact on the contractual relationship, which is unforeseeable according to human insight and experience, and which cannot be prevented or rendered harmless by economically acceptable means, even by exercising the utmost care that can reasonably be expected in the circumstances.

2. If the event cannot be held on the agreed date due to force majeure, both parties are entitled to withdraw from the contract insofar as an adjustment of the contract is unreasonable.

3. In the event of withdrawal or relocation, the Tenant shall remain obliged to compensate mainz**plus** for expenses already incurred. Expenses include the costs for external services already commissioned as well as the costs of mainz**plus** for preparing the implementation of the event. These can be compensated at a flat rate of up to 25% of the agreed fees, irrespective of their actual amount, insofar as the organiser does not object. If they are invoiced according to actual expenditure, there shall be no limit on the amount. Otherwise, both contracting parties shall be released from their payment and performance obligations.

4. The number of visitors present as well as the cancellation of speakers, lecturers, artists, and other participants in the event are within the organiser's sphere of risk. The latter also applies to events affecting the event from outside, such as demonstrations and threatening situations, which are generally influenced by the nature of the event, its content, and the media perception of the event. The organiser is recommended to take out interruption and cancellation insurance for his event, insofar as he wishes to cover the associated financial risks accordingly.

5. A case of force majeure shall be deemed equivalent to the interruption or considerable restriction of the energy supply for the place of assembly, due to interventions in the supply network and due to sovereign orders, that lie outside the sphere of influence of the operator. In such a case, the assertion of claims for damages and the reimbursement of expenses shall be excluded for both contracting parties.

§19 Rights to reduction and retention of payment

1. mainz**plus** provides the Organiser with the property designated in the contract for the purpose of staging events and provides event-related services through its own employees as well as through commissioned service providers. In order to fulfil the contractually agreed business purposes, the processing of personal data provided by the organiser to mainz**plus** is also carried out in accordance with the provisions of the EU General Data Protection Regulation (DSGVO) and the Federal Data Protection Act (BDSG). The Tenant shall then inform all data subjects whose data has been transmitted to mainzplus in the course of planning and implementing the event on the purposes specified in §18 clauses 2 to 5.

2. Service providers for event-related services receive personal data of the organiser and its contact persons authorised to make decisions from mainz**plus** for the provision of their services, insofar as this is necessary for the execution of the contract or corresponds to the legitimate interests of the organiser according to Art. 6 para. 1 (f) DSGVO. In addition, mainz**plus** uses the organiser's data for mutual information and communication before, during and after an event as well as for its own event-related offers.

3. Personal data of the organiser, the event manager, his contact persons authorised to make decisions may also be transmitted to the responsible authorities/agencies, in particular the police, the fire brigade, the public order office and the ambulance and rescue service, in order to coordinate the respective security concept for the event.

4. mainz**plus** reserves the right to use the data of the organiser and the contact persons named by the organiser with decision-making authority for its own marketing and for sending its own advertising in addition to the purposes stated in clauses 1 to 3. The data subject has the right to object at any time to the processing of personal data for marketing and advertising purposes. In this case, the personal data will no longer be processed for these purposes. The objection can be made without formalities and should preferably be sent via email to info@mainzplus.com or by telephone to +49 6131 242 0.

5. If, during software maintenance at mainz**plus**, access to the organiser's stored personal data by commissioned software companies cannot be safely ruled out, they will be comprehensively obliged to comply with the existing data

protection requirements and to maintain data secrecy in accordance with § 5 BDSG.

6. mainzplus shall process and store all personal data received from the tenant as long as needed to fulfil its contractual and legal obligations. mainz**plus** shall usually erase the data after five years in compliance with tax regulations and the provisions of commercial law unless the business relationship is continued.

7. If a data subject no longer agrees to the storage of his or her personal data or if the data has become incorrect, mainz**plus** will, upon instruction, arrange for the deletion or blocking of the data or make the necessary corrections. Upon request, the data subject will receive information free of charge about all personal data that mainz**plus** has stored about him or her.

§20 Offsetting and retention rights

1. The Tenant is only entitled to rights of set-off and retention against mainz**plus** if his counterclaims have been legally established, are undisputed or have been recognised by mainzplus.

2. The same shall apply to retention rights if the Tenant is a commercial entity, a legal entity under public law, or a public sector fund. If none of the above apply to the Tenant, the Tenant shall only be authorised to exercise a right of retention if the counterclaim arises from the same contractual relationship.

§21 Place of performance, law, place of jurisdiction

The place of performance for all claims arising from the contract is Mainz. The law of the Federal Republic of Germany shall apply. If the Lessee is a merchant, a legal entity under public law or a special fund under public law, Mainz is agreed as the place of jurisdiction.

§22 Final terms

Any term in these Terms and Conditions that should prove invalid or unenforceable in whole or in part now or in the future shall not affect the validity of the remaining terms. The invalid or unenforceable term shall be replaced mutatis mutandis by a valid and enforceable provision most closely corresponding to the original intent of the two parties in the invalid or unenforceable term. The same shall apply to any omissions found in the agreement.

II. SAFETY REGULATIONS

Scope of application: These safety regulations of mainz**plus** GmbH hereinafter referred to as mainz**plus** – are based primarily on legal and official requirements for the operation of places of assembly. They apply to all events as well as to trade fairs and exhibitions that take place within the event rooms and areas provided by mainz**plus** (hereinafter also referred to as place of assembly). Additional requirements for safety and fire protection may be imposed by the building authorities, the police and fire protection services, if increased risks to persons and property may result from the nature of the planned event. The hirer shall ensure compliance with the safety regulations vis-à-vis all third parties commissioned by him to hold the event. The commissioning of brought-in technical equipment and superstructures as well as exhibition and service stands may be prohibited in whole or in part by mainz**plus** if identified safety deficiencies are not remedied by the start of the event.

1. Notification and disclosure obligations of the tenant

1.1 Display before the event: The organiser is obliged to notify mainz**plus** of all organisational and technical details, the start of the event, the admission times, the end of the event, the layout of the hall(s), rooms, and areas in writing no later than 4 weeks prior to the event and to coordinate this with mainz**plus**. mainz**plus** reserves the right to provide the organiser with an (electronic) data mask for the exclusive use of this event for the collection of this data, in which all necessary event data is to be entered. mainz**plus** reserves the right to forward this data to the authorities and agencies involved with the event (public order office, police, fire brigade, building regulations office, ambulance/rescue service and private security service). The data requested by the organiser includes in particular:

- The name of the Tenant's or event manager's authorised representative on site for the duration of the event
- Whether those in charge of event equipment as appointed by the Tenant will be supervising installation and dismantling as well as the event itself
- The size of any stages, platforms or stands to be set up
- Whether stage, studio or lighting equipment or other technical equipment will be brought into the venue
- Whether technical equipment will be moved or structurally altered during the event
- Whether engineering-related movements or artistic performances will be taking place in the audience area
- Whether pyrotechnical effects or other actions that may pose a fire risk, laser shows, or fog machines have been planned for the event – permission obligations shall be observed
- Whether decorations, fittings, or props will be involved – fire class certificates shall be brought to the event
- The time set for the technical rehearsal – exceptions require prior application and approval

Based on the information provided by the organizer, mainzplus will carry out a security assessment prior to the event, on the basis of which the necessary security measures and, in particular, the necessity and number of qualified event personnel and external emergency services (fire brigade, ambulance service, security service) will be planned (cf. §§ 40 to 43 VStättVO). Should the organizer provide late, no or incomplete information, mainzplus may assume an increased event risk. Any additional costs incurred as a result (e.g., personnel costs for an increased number of security staff) are to be borne by the organizer. Incorrect information may lead to the restriction, cancellation, or termination of the event.

1.2Fire alarm system: An automatic fire alarm system is installed in some of the venue rooms. Smoke, fire, heat, excessive dust, smoke machines and similar shall be shown to mainz**plus** on time for the fire alarm system to be configured accordingly. The Tenant shall bear the costs for any false alarm caused by the failure of the Tenant to report such circumstances of the event.

1.3 Technical rehearsal: When using stages and setting up scenery areas with a floor area of more than 200 m² and for guest performance events with their own scenery set-up, mainz**plus** and the responsible approval authority may demand a non-public technical rehearsal with full scenery set-up before the first event. Unless the rehearsal can be dispensed with due to the nature of the event or the extent of the stage set-up (if unobjectionable), the authorities must be notified of the expected time of the technical rehearsal at least 24 hours in advance. Applications for waiver of technical rehearsals must be made at least one week before the event. mainz**plus** will take over the notification or the application for exemption for the tenant if it receives the necessary information/notifications from the tenant in good time before the event.

1.4 Guest performance certification log: Guest performances that include a guest performance certification log shall not require any further technical rehearsals or inspections. The tenant shall submit the guest performance certification log to the construction supervision authority at least a week before the event. As a service, mainz**plus** will submit the guest performance certification log to the construction supervision authority if the Tenant has provided mainz**plus** with the guest performance certification log on time for the purpose.

1.5 Regulatory notification and permission procedures of whichever kind shall be followed by the Tenant at the Tenant's own risk and expense; mainz**plus** shall support the Tenant in regulatory notification and permission procedures if requested to do so.

2. Responsible positions and persons

2.1 Tenant's responsibility: The Tenant shall carry responsibility for the event programme and the safe, smooth operation of the event as well as insurance obligations within the venue with respect to decorations, fittings, props, installations, stages, platforms, suspended items, cabling, and stage, studio and lighting equipment installed by the Tenant or the Tenant's vicarious agents for the duration of the tenancy period. The Tenant shall comply with the standard venue regulations (VStättVO) and the provisions of the German mandatory accident insurance (DGUV), especially DGUV-V 17 as applicable to venues and performance locations for stage performances, and DGUV-V 3 as applicable to electrical installations and equipment, regarding any objects or materials brought into the venue. The Tenant shall also be responsible for ensuring compliance with the generally recognised codes of practice and all laws, rules and regulations applicable to the event, especially the German Youth Protection Act (Jugendschutzgesetz), the Sundays and Holidays Act (Sonn- und Feiertagsgesetz), the Working Hours Act (Arbeitszeitgesetz), Occupational Safety and Health Act (Arbeitsschutzgesetz), the Non-smokers' Protection Act (Nichtraucherschutzgesetz), trade regulations (Gewerbeordnung) and regulations on noise emissions.

2.2 Authorised representative of the Tenant, event manager: The Tenant shall appoint at least one person authorised and instructed to act as the Tenant's authorised representative in taking the necessary decisions concerning the safety of the event in consultation with mainz**plus** during the event and name the appointed authorised representative to mainzplus. The Tenant's authorised representative shall be present at the event from attendee admission at the door until the end of the event, shall be always available, and shall take any decisions necessary regarding the fire services or police in case of emergency in consultation with the service staff appointed by mainz**plus**; mainz**plus** may also require that the authorised representative acts as the event manager according to VStättVO §38 para. 5 for the duration of the event. The event manager shall then participate in a joint inspection of the venue to become acquainted with the venue, including escape and rescue routes. The authorised representative shall attend a consultation meeting or briefing on safety regulations to be observed before the event at the request of mainz**plus**. The Tenant's authorised representative and event manager shall cancel the event if required due to danger to life and limb or if safety-related rules and regulations are not observed.

If the function of the event manager is not transferred to the organiser or if the organiser refuses to take over this function,

mainz**plus** will take over the function of the event manager with its own personnel. In the latter case, mainz**plus** is entitled to pass on the personnel costs in full to the organiser.

2.3 **Persons responsible and qualified professionals for event equipment:** Persons responsible for, and staff specialised in technical equipment for the event shall be provided by mainz**plus** at the cost of the Tenant if the Tenant does not have suitably qualified staff available.

The assembly or dismantling of stage, studio, and lighting equipment on stage areas larger than 200 m² as well as technical rehearsals must be managed and supervised by at least one "person responsible for event technology". If the stage area is between 100 m² and 200 m², the presence of an event technology specialist is sufficient.

In the case of dress rehearsals, events, broadcasts, or recordings of events on scene areas larger than 200 m², at least one event technology officer specialising in stage/studio or hall technology and one event technology officer specialising in lighting must be present in the place of assembly. In the case of stage areas between 100 m² and 200 m², the presence of one event technology specialist shall suffice.

If the safety and functionality of the stage, studio and lighting equipment as well as other technical facilities of the place of assembly have been checked by persons responsible for event technology or by specialists prior to the event, no hazards emanate from the type or course of the event and this equipment is not moved or otherwise changed during the event, the necessary technical supervision can be carried out by a specialist or by another "supervising person" in individual cases on the basis of a risk assessment to be carried out by mainz**plus**. The prerequisite is that this person is familiar with the technical equipment.

2.4 **Service staff provided by mainzplus:** Service staff provided by mainz**plus** employees and mainz**plus** itself may check for organiser compliance with the provisions of VStättVO and these Safety Regulations by random sampling; mainz**plus** service staff shall be authorised to enforce the Rules of the House on all persons within the premises and grounds provided for the event, and may bar persons from the premises or grounds with immediate effect for safety breaches or in especially hazardous situations. mainz**plus** service staff shall be granted access to all the premises and grounds at any time; mainz**plus** may demand that the Tenant immediately remedy a fault leading to a breach of these Safety Regulations or event-related legal regulations or official order or, if this is not possible or if the Tenant refuses to remedy the issue, vacate and recover the venue. If the Tenant fails to meet a corresponding instruction, mainz**plus** service staff may interrupt the event.

2.5 **Stewards and paramedical service**
The necessity and scope of stewards and paramedical services – the number of persons required – shall depend on the type of event, number of visitors and event-specific risks and requirements in each individual case. The Tenant shall bear the costs if these services should prove necessary; mainz**plus** may also require the presence of these services after conclusion of the agreement if the event content, planned course or anticipated attendees should indicate an increased risk.

2.6 Fire safety guard
The standard venue regulations (VStättVO) §41 requires a fire safety guard from the fire services at events where fire risk could affect a larger number of people or events where there is an increased risk of fire; mainz**plus** shall decide on the need and scope of a fire safety guard in consultation with the fire services as necessary. The Tenant shall bear the costs of the fire safety guard.

3. Operating safety regulations

3.1 **Technical specifications and fittings:** main**plus** shall provide the Tenant with the technical specifications of the venue as well as maximum permissible suspended and floor loads on request. Only main**plus** staff members shall be permitted to operate building fixtures at the venue; this also applies to connections to the lighting and power system. Technical equipment brought in by the Tenant or its contractors shall comply with the generally accepted codes of practice in safety and functionality. Unless otherwise agreed in advance, the Tenant shall not have any claim to have mainz**plus** remove any of its own technical equipment from the venue.

3.2 **Escape routes and seating plan:** Approved escape and seating plans are binding for the seating inside the venue. Changes in escape routes and seating plans shall require the express consent of mainz**plus**, and usually also additional permission from the building authority. Exceeding the capacity of the venue is strictly prohibited; this applies both to seating and standing capacity depending on the event.

3.3 **Fire service access areas, safety fittings:** The mandatory no-parking access routes and manoeuvring areas indicated as such for the fire services shall be kept clear. Vehicles and objects parked on rescue routes and safety areas shall be removed at the risk and expense of the owner. Fire alarms, standpipes, fire hydrants, fire extinguishers and fire water supply lines, smoke flaps, smoke extractor trigger points, smoke alarms, telephones, telephone distributors, air inlets and outlets for heating
and ventilation, and access to the fire safety guard rooms and their signs, and green emergency exit signs shall be always accessible and visible, and shall not be blocked, covered, or otherwise obscured.

3.4 **Emergency exits, hallways, corridors:** Escape routes shall be always kept clear. Doors in escape routes shall be easy to open fully from the inside. Escape routes, exit doors, emergency exits hatches, and their signage shall not be blocked, covered, or otherwise obscured. Corridors shall not be restricted by objects placed in the corridor or protruding into the corridor. All corridors shall serve as escape routes in an emergency.

3.5 **Grandstands, podiums, and other structures** that the Tenant has brought into the venue shall be subject to approval by mainzplus and the building authority as applicable. These items shall be set up in such a way that their stability is not affected by resonance. Support structures for stages and installations measuring more than 20 m² shall be made of non-flammable building materials. Generally accessible spaces that adjoin other lower spaces shall be protected by surrounding railings where there is risk of falling except on the edges of stages and performance areas facing the public. The standard venue regulations (VStättVO) regarding brought-in fittings as well as DIN 4102 or EN 13501-1 (reaction to fire for construction products and building elements) and the building code of Rhineland-Palatinate shall apply to all objects brought into the venue. Exhibit booths including fittings and exhibits as well as advertising displays shall be kept stable so as not to pose a risk to life and limb, or safety and order. The exhibitors shall be responsible for the stability of exhibit booths and may be required to provide documentation.

3.6 **Ornamentation:** Materials, decorations and curtains used for ornamentation at events shall be made of at least flame-retardant material at least B1 according to DIN 4102 or at least class B/C s1 d0 according to EN 13501-1). Only some materials can be made flame-retardant after production by applying flame-retardant agents. Only officially approved flame-retardant agents shall be used. The Tenant, or exhibitor in the case of a booth, shall always keep official confirmation of flame-retardant properties or approved application of flame-retardant agents ready for inspection by mainzplus staff. Ornamentation in hallways, corridors, and stairwells (escape routes) shall be made of incombustible materials. Materials used repeatedly shall be re-examined for flammability and impregnated using flame-retardant agents as necessary. Ornaments shall be kept as far away as possible from sources of ignition, spotlights or similar, or heaters to prevent these heat sources from setting fire to the ornaments, and shall be attached directly to walls, ceilings, or fittings. Decorations hanging freely into the room shall only be permitted with a distance of at least 2.50m from the floor. Natural

plant ornaments may only be kept in the venue if they are still fresh. Bamboo, reeds, hay, straw, bark mulch, peat and similar materials do not meet the above requirements (risk of ignition by tobacco). Balloons filled with inert gas, or other floating or flying objects, may only be used on approval by mainzplus.

3.7 **Fittings**, i.e., parts of stage and scenery such as walls, floors or ceiling elements shall be made of at least flame-retardant materials.

3.8 **Props**, i.e., stage furnishings and scenes, must be made of at least normally flammable material. Flammable materials shall be kept as far away as possible from sources of ignition, spotlights or similar, or heaters to prevent these heat sources from setting fire to the materials.

3.9 The Tenant shall immediately remove any **flammable packaging materials and waste** from the venue. No waste or residual combustible materials may under any circumstances be stored on or underneath stages or stands; waste will on request be removed at a charge (see price list) in mainz**plus** containers intended for the purpose. The Tenant shall be responsible for safely disposing of hazardous waste. Exhibitors shall dispose of waste at their own risk and expense unless they have requested disposal by the organiser or mainz**plus**. Packaging materials and waste shall not be stored in the hall during the event.

3.10 **Removal of unauthorised objects and materials:** Brought-in installations, equipment, props and decorations (materials) in the venue that have not been authorised or do not comply with these technical Safety Regulations shall not be set up in the venue and may need to be altered or removed at the cost of the Tenant. This also applies to substitution by the Landlord. Partial or complete closure of a booth may be ordered for cause, especially serious safety defects.

3.11 **The use of open fire, flammable liquids, gases or pyrotechnical devices, explosives or other dangerous substances is prohibited.** This shall not apply where the use of open fire, flammable liquids or gases, or pyrotechnical devices is essential to the nature of event, and the Tenant has consulted mainz**plus** and the fire services on the required fire safety measures in each individual case. The use of the pyrotechnical devices shall be approved by the authorities and monitored by a person authorised to do so according to German law on explosives. This person shall provide documentation of this authorisation and certificate of qualification. The use of candles and similar light sources for table decoration, or open fire for food preparation in designated kitchen facilities shall be permitted in consultation with mainz**plus**. Candles may be used if shielded by glass holders closed to the sides and base.
Spray guns and nitrocellulose lacquers are prohibited. Spirits and mineral oils such as petroleum and kerosene may not be used for cooking, heating, or other purposes in running the event.

3.12 **Laser systems, fog machines:** The intended operation of laser systems must be notified to mainzplus in good time before the event. When operating laser systems, the requirements of the Occupational Health and Safety Ordinance on Artificial Optical Radiation 2006/25 EG/ OStrV, DIN EN 60825-1, DIN EN 12254 and, in the case of show lasers, the requirements of DIN 56912 must be observed. The devices/systems of classes 3R, 3B or 4 must have been tested for safety by a laser safety officer or a publicly appointed and sworn expert before being put into operation. The notification must be accompanied by the written appointment of a laser safety officer who will be present on-site during operation. Permission from mainz**plus** is required for the use of fog machines in order to avoid false triggering of the fire alarm system.

3.13 **Abrasive cutting, hot work and work using a naked flame:** Welding, cutting, soldering, melting, and grinding are not permitted at the venue; exceptions may be granted subject to prior notification and consultation with mainz**plus**.

3.14 **Careful treatment of walls, ceilings, and floors:** Punching holes and hammering in nails, hooks or similar in flooring, walls and ceilings, countersinking screws or bolts, and placing damp or wet objects on parquet floors are not permitted. Escaping moisture shall be removed immediately. Refrigerators shall be set up on a waterproof base.
Heavy loads lifted materials and crates shall only be handled using carts or pallet jacks fitted with rubber tyres. Skid marks from rubber tyres shall be avoided. The maximum permissible floor load in the rooms shall be confirmed with mainz**plus** before moving heavy loads. The Tenant shall be responsible for observing and complying with maximum suspended and floor loads and shall be given this information on request from mainz**plus**.

3.15 **Carpets, flooring, adhesive materials:** Carpets, floor coverings and decoration materials laid directly onto the floor has shall be laid in such a way as to prevent danger of slipping, tripping, or falling. Carpets and other floor coverings shall not protrude beyond booth boundaries. Adhesive carpet tiles shall not be used. Adhesive markings, carpet fixtures and similar may only be made using carpet tape that can be removed without trace; mainz**plus** shall impose a dirt surcharge on the Tenant for excessive dirt or adhesive materials that are difficult to remove. The Tenant shall remove all materials without trace. The same shall apply to substances such as oil, grease, paint and similar. The hall floors shall not be painted.

3.16 **Health and safety at work:**
All setting up and dismantling work shall be carried out in compliance with the applicable regulations on occupational health, safety, and accident prevention, in particular German Legal Accident Insurance (DGUV) regulation 1 on prevention, regulation 3 and regulations 17 and 18, and information from DGUV on safety at events and productions. The organiser and its contractors shall be responsible for observing health, safety, and accident prevention regulations. In particular, the tenant and contractors of the Tenant shall ensure that they do not cause any danger to others present at the venue while setting up and dismantling. Any dangerous areas and protective measures (prohibitions and requirements) shall be marked out according to health and safety signage regulation ASR A1.3, even for a brief period if necessary. The organiser shall ensure adequate coordination in scheduling works at the venue if necessary. If this should prove impossible, the Tenant shall temporarily cease work and report to mainz**plus**.

3.17 **Sound volume at musical events** The Tenant shall review the necessity of safeguards to prevent hearing damage to attendees in musical performances where high sound pressure levels (high volume) are anticipated. They shall take the necessary measures in their own responsibility. The Tenant shall ensure that guests and third parties do not sustain hearing damage during the event by imposing an appropriate limitation to the sound volume. DIN 15905, Part 5, Event technology – operating sound systems – states the general code of practice: Measures to prevent the risk of hearing loss of the audience due to high sound pressure levels from electroacoustic sound systems. The Tenant shall comply with the above. The Tenant shall provide enough ears plugs or other ear protection free of charge for attendees on request if possible, hearing damage due to the sound pressure level cannot be ruled out. A clear notification shall be posted at the entrance to the venue.

3.18 **Noise protection for neighbouring residents:**
The event shall not cause any unreasonable noise disturbance to residents in the area surrounding the venue. Noise pollution control measurements shall be taken during the event on orders from the competent authorities at the organiser's expense at music events and events generating especially high levels of noise. The event may be restricted or cancelled on exceeding permissible noise protection levels.

3.19 **Waste handling**
The parties concerned shall avoid generating waste as far as possible while setting up and dismantling, and during the event itself, according to the principles of the German Circular Economy and Waste Act (KrW-/AbfG). Waste that cannot be avoided shall be disposed of in an environmentally responsible manner prioritising recycling over disposal. The tenant shall play an effective part in such efforts. The Tenant shall ensure that all materials – decorations, packaging and similar – and fixtures and structures that the tenant or contractors commissioned by the tenant have brought onto the grounds and into the venue are

completely removed after the end of the event. The mainzplus disposal system shall only handle substances and materials for disposal that cannot be reused and are therefore waste. This waste disposal service shall be charged. mainzplus shall be informed immediately of any hazardous waste – controlled waste requiring monitoring – that has been generated, and a separate disposal service shall be commissioned from amongst the operator's approved contractors.

3.20 Wastewater

Disposal of solid or liquid waste using the sewage network (toilets, sewer inlets) is strictly prohibited. It is important to ensure that fats and oils arising from mobile catering are collected and disposed of separately. Biodegradable products shall always by used in cleaning work.

3.21 Environmental damage

Environmental damage and contamination in the venue or on the grounds of the venue arising from incidents such as leaks involving gasoline, oil, or other hazardous substances shall be reported to mainzplus immediately.

III. FAIR AND EXHIBITION REGULATIONS

These Exhibition Regulations (hereinafter referred to as the "Exhibition Regulations") apply to conferences, trade fairs, exhibitions and congresses for which exhibition stands are generally set up as single storey (system) stands. The Exhibition Regulations shall be observed and implemented by the hirer and the exhibitors admitted by him. They are an integral part of the contract concluded between the Organiser and mainz**plus** GmbH (hereinafter referred to as mainz**plus**). The Organiser shall contractually oblige all exhibitors to apply these Exhibition Regulations and, in addition, the "Safety Regulations for Events" in a binding manner. It should be noted that the commissioning of an exhibition stand may be prohibited in whole or in part in the interests of all event participants if any safety deficiencies identified have not been rectified by the start of the event.

1. **Exhibitor's duty to ensure road safety:** Within the exhibition space provided to him, the exhibitor shall be responsible for the safety of all visitors entering his stand. He shall ensure the safe condition and operation of his exhibition stand and all equipment brought in. If the exhibitor entrusts the construction or dismantling of his stand to a stand construction company, he must ensure that the stand construction company fully implements these safety regulations. The exhibitor shall always remain responsible for compliance with the safety regulations vis-à-vis the organiser and mainz**plus**. In the event of violations of these regulations and in the event of violations of mandatory statutory safety regulations, the Organiser, mainz**plus** and the responsible authorities may order the closure of a stand and the cessation of construction and dismantling work.

2. **Setting up and dismantling:** All assembly and dismantling work may only be carried out within the framework of the applicable occupational health and safety regulations, trade regulations and regulations governing places of assembly. The exhibitor is responsible for observing the regulations. The exhibitor shall ensure that no mutual danger arises with other exhibitors and their service companies during the set-up and dismantling work. The exhibitor is responsible for coordinating the assembly and dismantling work on his stand. If it is possible that persons outside the stand may be endangered during assembly or dismantling, the exhibitor shall temporarily stop the work and report to the organiser. The organiser shall then ensure the necessary coordination of the work. After dismantling the stand, the original condition of the exhibition space provided shall be restored. Any damage caused by the exhibitor or his agents to the hall, its facilities or the outdoor facilities must be reported to mainz**plus** immediately. The exhibitor is liable for damage to ceilings, walls, the floor and installation equipment within the rented stand area, insofar as he has not notified mainz**plus** of the corresponding damage as existing prior damage at the start of the set-up.

3. **Vehicle access to halls, vehicle shows:** Cars and trucks are not permitted in the lobbies, halls, or other areas inside buildings; exemptions within narrow limits may only be granted by mainz**plus**. Forklifts, lifting trucks, mobile cranes and containers may only be used on the approval of mainz**plus**. Vehicles powered by combustion engines may only contain a maximum of one litre of fuel in the tank within the premises. The battery shall be disconnected, and the fuel tank topped up with an inert gas such as nitrogen or carbon dioxide and locked. Additional safety measures may be imposed in special cases.

4. **Booth areas:** The organiser shall mark the booth area as shown in the letter of confirmation on request from the exhibitor; booths shall be set up within the corresponding areas. The exhibitor shall tolerate minor deviations in booth dimensions as may result from different wall thicknesses in partition walls or similar. Pillars, wall projections, partitions, distribution, fire-extinguishing equipment, and other technical equipment are included within the allocated stand space, so only the area measurement shall apply to the location, position, dimensions, and any installations on the rented space. Claims against the organizer or mainz**plus** due to deviations from the booth confirmation shall not be entertained.

5. **Exhibition booths and special installations requiring approval:** Any exhibition booths exceeding 2.50m in height, mobile booths, or special installations or structures shall be presented to the organiser, and then to mainz**plus** for approval. This will usually involve submitting a test log or certification of stability for installation.

6. **Accessibility**
mainzplus recommends barrier-free exhibit booth design – no steps or stairs; ramps onto raised platforms and similar.

7. **Stability of installations**
Exhibit booths including fittings and exhibits as well as advertising displays shall be set up in a way ensuring structural stability so as not to pose a risk to life and limb, or safety and order. The exhibitors shall be responsible for the structural stability of exhibit booths, and may be required to provide documentation. If in doubt, the Tenant and mainzplus shall be entitled to commission a structural analysis at the exhibitor's expense.

8. **Exhibition booths and special installations requiring approval**
All special structures at heights of more than 2.50 metres and comparable custom structures usually need to be submitted to the tenant and mainzplus for approval four weeks before the start of the event. This will usually involve submitting a test log or certification of stability for installation.

The maximum height of an exhibition stand shall be calculated from the specified room heights (clearance height) according to the floor plans, or shall be stated in the accompanying Appendix. Boundary structures shall be set up to maintain the specified gap between the booths and the walls of the venue.

9. **Booth construction materials:** Materials that ignite easily, drip while burning, or liberate toxic gases shall not be used in booth construction. Special safety requirements may be placed on load-bearing structures in any individual case. DIN 4102 (behaviour in fire of construction materials or products) or EN 13501-1 shall be observed and complied with. Covers and anchoring mesh above booths are only permitted if they do not compromise automatic fire extinguishing equipment (sprinklers) and are therefore sprinkler compatible; this will usually involve VDS certification.

10. **Glass and acrylic glass:** Only laminated safety glass may be used. Edges of glass panes shall be chamfered or protected to avoid risk of injury. Plain glass construction components shall be marked at eye level. Glass structures shall comply with the technical regulations for the use of safety glazing (TRAV).

11. **Exits from booths with surrounding structures:** Booth areas with floor areas of more than 100 m² or capacity of more than a hundred persons or unclear layouts shall have at least two separate exits or rescue routes opposite each other. The distance walked from any point in the booth area to a hall exit must not exceed 20m.

12. **Platform railings and barriers:** Generally accessible areas adjoining other areas more than 0.20 m lower shall be protected by railings.

13. **Changes to non-compliant booth structures, custom structures**
Installations, facilities, equipment, decorations (materials) and other structures brought into the hall that have not been approved or do not comply with these trade fair and exhibition regulations or the regulation on public venues (VStättVO) shall not be installed in the venue and shall be removed or altered as necessary at the expense of the exhibitor. This also applies to replacement by mainzplus. Partial or complete closure of a booth may be ordered for cause, especially serious safety defects.

14 **Suspended items and structural modifications:** The hall, ceilings, and floors, as well as technical installations in the hall shall not be loaded by heavy stand installations, suspended items, or heavy exhibits weighing more than the permitted loads; mainz**plus** shall give the maximum allowable design loads to the exhibitor on request. Hall pillars and supports may be built around at up to the permitted height within the booth area without damage. Objects can only be suspended from the hall ceiling by

mainz**plus** or specialised contractors using the appropriate equipment.

15. **Electrical installations and water connections:** Only mainz**plus** itself or authorised contractors familiar with the venue may make connections to the existing supply network. Having contractors approved by mainz**plus** perform the corresponding work within the booth is also recommended. The entire electrical equipment at the booth shall be designed and set up according to the latest safety regulations from the Association of German Electrical Engineers (VDE); VDE 0100, 0128 and ICE 60364-7-711 apply.

16. **Hotplates, spotlights, transformers:** All heat-generating or heat-emitting electrical devices shall be mounted or set up on non-combustible, heat-resistant, asbestos-free support structures as a special precaution against fire. Suitable gaps from combustible materials shall be kept corresponding to heat emissions generated. Lamps shall not be attached to decorations or similar. Electric cooking appliances and other fittings or installations that pose a risk if left operating unattended shall be switched off after the daily opening times. Provision of suitable fire extinguisher in good working order at the booth is recommended.

17. **Advertising materials and advertising:** No unauthorised advertising activities such as distributing brochures or posting advertising signs outside the exhibit booth shall be permitted.

18. **CE markings on products:** Products that do not have a CE compliance certificate or meet the requirements of German product safety law (ProdSG) §3 para. 5 shall only be displayed with a visible sign clearly indicating that the product does not meet these requirements and can only be purchased when it does. The necessary precautions shall be made in the form of barriers for the protection of persons in demonstrating these products.

19. **Sound and vision presentations:** Exhibitors shall only operate sound systems and provide audio visual performances on approval from the organiser or mainz**plus** and shall be submitted in writing. The noise level shall not exceed 60 dBA at musical performances. Repeated failure to comply with these regulations may lead to the power supply being cut at the exhibitor's booth regardless of loss of general power to the booth. Claims to compensation from the exhibitor for the resulting power supply direct outage or associated indirect damages shall not be entertained. The burden of proof for compliance with the regulations shall lie with the exhibitor.

20. **Waste containers, refuse disposal:** No recyclable and residual waste containers made of combustible materials may be placed on the stands. Containers for recyclable and residual materials on stands must be emptied regularly, at the latest every evening after the end of the fair. If larger quantities of combustible waste accumulate, they must be disposed of several times a day. The storage of empties, packaging and packing materials of any kind in the stand and outside the stand in the hall is prohibited. Empties, packaging and packing materials must be removed immediately.

21. Dismantling the exhibition booth

The exhibition areas shall be restored to their original condition after dismantling. Adhesive strips shall be removed without leaving traces. Any remaining waste, packaging, and items shall be disposed of at the tenant's expense. Apart from the tenant, the party causing damage shall be held liable for any damage to ceilings, walls, floors, or installation facilities. The exhibitor shall immediately report any damage or contamination caused by exhibitors or their representatives in mainzplus premises or facilities including outdoor areas to the Tenant.

IV. Rules of the House

The house rules determine the rights and obligations of visitors during their stay on the premises and in the event rooms and areas of mainz**plus** GmbH (hereinafter referred to as place of assembly). The respective organiser and mainz**plus** GmbH as operator shall monitor compliance with the obligations towards the event visitors.

Only visitors with a valid admission ticket and guests of the organiser are permitted to stay in the place of assembly. Visitors must occupy the place indicated on the admission ticket for the respective event and use only the entrances provided for this purpose. Upon leaving the place of assembly, the admission ticket shall lose its validity.

All facilities of the place of assembly are to be used with **care and consideration**. Within the place of assembly, everyone must behave in such a way that no one else is harmed, endangered or – more than is unavoidable under the circumstances – obstructed or inconvenienced.

Smoking is not permitted in the building and outside, except in areas designated for smokers. This also applies to the use of e-cigarettes. The consumption, trade and distribution of cannabis products containing THC are prohibited on the entire premises, including in the designated areas for smokers in the outdoor area.

The premises, buildings and open areas **may be closed and evacuated** in the interests of safety. All persons present at the venue or on the grounds shall follow instructions immediately and leave the venue immediately after an evacuation order.

Bags, containers, and clothing such as coats, jackets and capes may be checked for their contents. Attendees that refuse consent for security staff or stewards to withhold objects potentially dangerous to the event or other attendees shall be excluded from the event. An excluded attendee shall have no claim to a refund of the admission fee. Bags and similar receptacles may be prohibited at an event depending on the type of event; the obligation to hand in corresponding personal items at the cloakroom always applies.

Persons obviously under the influence of **alcohol or narcotics** shall be excluded from the event and shall leave the venue.

The regulations according to German youth protection law shall apply. Exceptions shall only be made according to conditions explicitly stated on notices at the ticket office or entrance area.

<u>The following objects are forbidden:</u>

- Weapons or dangerous objects as well as objects which, if thrown, could cause bodily harm to persons
- Gas spray bottles, corrosive or colouring substances or pressurised containers for highly flammable or harmful gases, with the exception of commercially available pocket lighters
- Containers made of brittle material or material likely to splinter if broken
- Fireworks, rockets, flares, smoke powder, flares, or other pyrotechnics
- Mechanically or electrically driven objects intended to cause noise
- Any food or drink brought into the venue
- Narcotics
- Animals (except for assistance animals)
- Racist, xenophobic, or extremist propaganda material
- Audio-visual recording equipment intended for commercial use unless corresponding approval has been granted by the event organiser

Portrait rights: Right to one's own image: If photographs, film and/or video recordings are made in the place of assembly by employees of mainz**plus** GmbH, by the lessee/organiser or commissioned companies for reporting or advertising purposes, the recording activity must not be obstructed or impaired in any other way. **All persons entering the venue or staying at the venue shall be informed in these Rules of the Venue that photographs, film, and video recordings will be taken at and around the venue. Photographs as well as audio and video recordings of participants and visitors to events may be published according to the German Artist Copyright Act (KunstUrhG) Section 23.**

Sound volume at musical events Visitors are advised that during music events, sound levels are reached in the audience area for prolonged periods of time which may contribute to the development of permanent hearing damage. To reduce the risk of damage, we particularly recommend the use of hearing

protection. The organiser will provide earplugs to visitors on request.

House bans shall apply to all current and future events performed at mainz**plus** venues. A written appeal with justification shall be required to lift a house ban; a decision shall be reached within three months.

October 2026
mainz**plus** GmbH
Rheinstraße 66
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