

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

EVENTS/RENTALS

SCOPE OF APPLICATION

1. These General Terms and Conditions (GTC) apply to all contracts (lease agreements) concluded between Messezentrum Salzburg GmbH (hereinafter “MZS” or “Lessor”) and the contracting party (Lessee) regarding the provision of rooms, parts of rooms, facilities, and areas—including outdoor areas (the “Leased Property”)—and related services for the purpose of holding events. They shall apply in their currently valid version to all future contracts and subsequent transactions between the parties without the need for a new express reference or agreement, unless otherwise agreed in writing in individual cases. Any provisions deviating from these must be agreed upon in the written lease agreement. The Lessee’s general terms and conditions of business, purchasing, or other contractual terms shall not apply; they shall not become part of the contract even if the Lessor does not expressly object to them or provides the service without reservation while being aware of such terms. The tenant must comply with the currently valid Terms of Use, which can be accessed at www.mzs.at/de/agb/, including, in particular, the house rules, technical guidelines, fire safety regulations, and Code of Conduct (collectively, the “Terms of Use”). The tenant must review these prior to entering into the lease agreement and, by entering into the lease agreement, confirms that they have taken note of them.
2. The agreement for the use of the rental property is concluded upon the execution of a written lease agreement. If a tenant who is already a customer of the landlord requests a reservation for specific rental items (rooms/parts of rooms, facilities, and spaces) and the landlord has confirmed this reservation in writing, a lease agreement for the reserved rental property is deemed to have been concluded for the specified period of use at the rental price stated in the reservation confirmation, or, in the absence of a price specification, at the price per square meter or price for the conference room that the landlord customarily charges for the reserved rental space, depending on the rental property, and in accordance with these General Terms and Conditions.
3. The subject matter of this agreement consists of the halls, rooms, spaces, installations, and other inventory, equipment, and facilities, as well as open areas on the Lessor’s premises (the Leased Property), as specified in the lease agreement. These are made available to the Lessee exclusively for the agreed-upon purpose. Necessary circulation areas and infrastructure (lobbies, access routes (including outdoor areas), coat check areas, and use of restrooms) are made available to the tenant for (shared) use. Unless otherwise agreed, the tenant must tolerate shared use by other tenants. The (shared) use of other areas must be agreed upon separately (this applies in particular to VIP rooms, backstage areas, restaurants, etc.).
4. The tenant has thoroughly inspected the rental property, including its technical systems and fixtures, and confirms, based on his own assessment, that the rental property, as is, is suitable for his purposes and is in good working condition. The rental property will be handed over in a thoroughly cleaned condition. Additional fixtures and/or equipment must be rented separately. The facility inspector will prepare a handover and return report together with the tenant.

EVENTS AND INTENDED USE

5. For the proper preparation, conduct, and conclusion of the event agreed upon in the lease agreement, or for the proper use within the scope of the agreed-upon intended use (the event and intended use are collectively or individually, depending on the meaning and purpose of the provision and agreements in the lease agreement, referred to in these General Terms and Conditions as the “Event”), the Lessee is solely responsible for ensuring compliance with these General Terms and Conditions and the Terms of

Use by the Lessee and his or her associates (meaning all persons attributable to the Lessee, such as employees, contractual partners, visitors, event organizers, participants, performing artists, or actors, etc.), and shall indemnify and hold the Lessor harmless.

6. The rented object may only be used for the event announced by the Lessee and defined by the theme and programme, as agreed in the respective rental agreement. Any deviation from the defined event, such as major changes in cast, major changes to the programme or other changes affecting the character of the event, shall be notified to the Lessor without delay and may only be carried out with the Lessor's written consent. The Lessor shall grant such consent if the change does not affect the essential interests of the Lessor. The event may not be used for political agitation, with the exception of events which, in accordance with the agreement, serve party/movement political purposes. The Lessor is entitled to withdraw from the rental agreement if there is reason to assume that the event will violate the Prohibition Act. The rented object may also be used for preparatory (setup) and concluding (teardown) work related to the respective event in accordance with the terms of the rental agreement, these General Terms and Conditions and any additional Terms of Use.
7. The Lessee undertakes, insofar as required by law, to make the necessary registrations with the competent authorities and emergency services for the Lessee's intended use of the rented object, to obtain the necessary permits and to comply with any conditions and requirements imposed in connection therewith. The Lessee must be present or represented at any proceedings before the authorities concerning the official approval of the event. The Lessee shall submit to the Lessor, no later than 14 days before the start of the event, but at the latest at the start of the event where the delay is attributable to the authorities, the venue approvals, official permits and registration certificates issued by the authorities. If these documents are not submitted in due time before the start of the event, or if the rented object is designed or intended to be used in a manner contrary to the above provisions, the Lessor shall be entitled to prohibit the commencement of the event and to prevent it by taking appropriate measures. In such case, any claims for compensation by the Lessee shall be excluded, while the Lessee's payment obligations shall remain unaffected.
8. The Lessee shall inform the Lessor of the date and time agreed with the building authority for the official inspection and the associated approval. The inspection and approval shall be carried out jointly by the Lessee and a technical representative of the Lessor. In the case of private events, the inspection and approval shall be carried out by a technical representative of the Lessor at a time to be agreed. The inspection reports issued by the structural engineer and the electrician shall be submitted at that time. Private events shall be planned with the same degree of care as events open to the public. The Lessor reserves the right, in the event of any objections relating to safety, escape routes, inspection reports, official approvals or similar matters, to postpone the commencement of the event or to deny guests admission to the event entirely.
9. The Lessor reserves the right to permit other events of any kind to take place at the "Messezentrum" at the same time as the Lessee's event. The Lessor shall not be liable for any interference with or adverse effects on the Lessee or the Lessee's event arising from the ordinary operation of such other events.
10. During the contract negotiation process and prior to the conclusion of the lease agreement, the Lessee shall be obliged to safeguard the Lessor's interests. For example, the Lessee may not undertake any promotional activities related to the planned event prior to the conclusion of the lease agreement without the Lessor's express consent.
11. The Lessee shall be clearly identified as the event organiser on all printed materials (posters, admission tickets, invitations, etc.) so as to make it unequivocally clear that any legal relationship exists exclusively between the event visitor and the Lessee, and not between the event visitor and the Lessor. Where admission tickets are sold by the Lessor, such sales shall be made exclusively in the name and for the account of the Lessee (event organiser).

12. The Lessor is not obliged to remove any advertising material already existing at the time of handing over the rental object, even if such advertising relates to a competitor of the Lessee.
13. In the interest of ensuring the optimal preparation and execution of the event, the Lessee shall, upon conclusion of the lease agreement, but no later than 8 weeks prior to the commencement of the event, provide the Lessor with detailed information regarding the event and its technical and staffing requirements in the form of an organisation and event schedule. If the Lessee fails to comply with this obligation, the Lessor cannot guarantee that the necessary technical equipment and personnel for the event can be provided. In such case, the Lessor is also entitled to withdraw from the lease agreement.
14. If the Lessee, the artist management or any other party makes changes to the event schedule during or shortly before the event and such changes result in complaints or claims by third parties (in particular visitors) against the Lessor and/or the Lessee, the Lessee shall indemnify and hold the Lessor harmless from and against such complaints and claims. In particular, the Lessee is obliged to handle any complaints received in a customer-friendly manner.
15. Advertising for the event is generally the responsibility of the Lessee. Advertising space outside the rental object may be requested from the Lessor for a fee.
16. Any advertising and press material intended for use (posters, flyers, texts, photographs, videos, etc.) shall be submitted to the Lessor for review in good time prior to publication and, in any event, no later than 15 working days before the intended publication date. The Lessor is entitled to refuse publication if there is reason to believe that such publication may damage the Lessor's public image or otherwise conflict with the Lessor's material interests. If advertising or press material is published without having been submitted within the required period, the Lessor is entitled to prohibit its further use; the Lessee shall indemnify and hold the Lessor harmless in this respect.
17. The Lessor is entitled to refer to the event forming the subject matter of the lease agreement and to advertise such event as part of its ongoing advertising activities (posters, advertising spots, flyers, social media, website, event calendar, etc.). In the case of public events, the Lessor is entitled to grant the media access for the purpose of reporting on the event (including brief audio and visual reports). The Lessee shall ensure that media representatives admitted by the Lessor are given the opportunity to report on the event. Furthermore, the Lessor is entitled to include advertising for itself in connection with its advertising of the event.
18. In the case of concerts, shows and other cultural events, the Lessee shall provide the Lessor, free of charge and for PR purposes, with press releases and photographs of the artist, participating artists and/or other participants no later than the start of advance ticket sales or, in any event, prior to the date of the event. The Lessee shall indemnify and hold the Lessor harmless from and against any claims asserted against the Lessor arising out of the use of such material.
19. In all advertising activities, press releases and other promotional materials relating to the event, the Lessee shall use the corporate design of the venue (logo) specified by the Lessor.
20. The distribution of advertising materials (including food products, beverages, printed materials, raffle tickets and advertising leaflets) within the "Messezentrum" and in the surrounding area is only permitted with the Lessor's express written consent. The Lessor may grant permission for the distribution of such advertising materials on the exhibition grounds; in such case, the Lessee shall bear the costs of any cleaning required as a result thereof, including any additional cleaning costs incurred. The Lessee acknowledges that advertising on public roads requires the approval of the competent road traffic authority. If such advertising is carried out and the public road is found to have been soiled as a result thereof, the Lessor may arrange for any necessary cleaning to be carried out, in which case the Lessee shall reimburse the Lessor for the costs incurred.

21. Commercial photographic, film, video and audio recordings of any kind, as well as internet broadcasts by the Lessee or by third parties engaged by the Lessee, require the Lessor's prior written consent.
22. The lessor must be notified in a timely manner prior to the event of any media coverage of the event planned by the lessee.
23. Access authorisations for officials, representatives and employees of the Lessor and for service partners shall be requested from the Lessee in due time and shall be presented upon request. In the case of events for which seating is provided, such access authorisations do not entitle the holder to the use of a seat.

USE OF THE RENTAL OBJECT

24. The Lessee undertakes to comply, and to ensure that its assistants, suppliers and visitors comply, with the Terms of Use applicable from time to time. The Lessee is obliged to access the Terms of Use upon conclusion of the lease agreement and again prior to the commencement of the rental period in order to ensure that the Lessee has the latest applicable version. The Lessee is obliged to ensure that these provisions are complied with by the Lessee and its assistants, suppliers and visitors when using the rental object.
25. The Lessee grants the Lessor the right to give direct instructions to the Lessee's assistants, suppliers and visitors to ensure compliance with the Terms of Use imposed by the competent authorities and agreed under the lease agreement and, where necessary, to arrange for measures to ensure compliance with the Terms of Use at the Lessee's expense.
26. Technical equipment, such as lighting systems and loudspeakers, and in particular loading gates, may only be operated by the Lessor's personnel or by persons authorised by the Lessor.
27. Electricity may only be obtained through the power supply network of the "Messezentrum". If the utility provider changes its tariffs during the rental period, the Lessor is entitled to adjust the specified price list accordingly and to charge the Lessee the revised prices.
28. Work relating to basic installations on the supply lines for electricity, water and other utilities may only be carried out by service partners authorised by the Lessor. The same applies to transport within the "Messezentrum" grounds (from the unloading point to the halls and within the halls), as well as to cleaning and security services outside the event hours. The list of authorised companies will be provided upon conclusion of the lease agreement.
29. All parts of the rental object, including its access areas and parking areas (areas, rooms and areas made available for shared use), must be used in accordance with their intended purpose and treated with professional care and diligence. Any alterations to the rental object, installations and technical equipment, as well as the installation of decorations, signs and posters, require the Lessor's prior written consent, which may be subject to a charge. Any costs associated with reversing or removing such measures, even if they were approved by the Lessor, shall be borne by the Lessee. Driving nails into walls or floors is not permitted; where adhesive materials are used, any adhesive residue must be removed. Any materials provided by the Lessor must be returned in perfect condition. Damage to walls, floors and materials provided on loan will be repaired by the Lessor at the Lessee's expense. In the event of soiling, for example as a result of stickers being affixed, which has not been removed by the Lessee upon return of the rental object, the Lessor is entitled to have a thorough cleaning carried out at the Lessee's expense.
30. The Lessor is entitled to arrange for the immediate removal, at the Lessee's expense and risk, of any structures, installations or similar items erected in violation of the provisions of this section, an official permit or a condition imposed by the competent authorities.

31. Security services beyond visitor services (ticket office, information and admission) may only be provided by service partners authorised by the Lessor. The Lessee must ensure the smooth running of the event and the safe movement of visitors at the beginning and end of the event (security concept). The preparation and implementation of the security concept is the sole responsibility of the Lessee. The Lessee will implement the security concept with the security personnel provided by the Lessor's service partner. Depending on the nature of the event, visitors may be prohibited from bringing bags and similar containers onto the premises. The Lessor and persons authorised by the Lessor may, in all cases, inspect the contents of bags and other containers as well as clothing. The carrying of weapons and any items or substances subject to mandatory reporting is prohibited on the "Messezentrum" grounds. Any exceptions require the Lessor's approval
32. It is the Lessee's responsibility to ensure that only persons invited by the Lessee or persons who can present a valid admission pass entitling them to attend the event are permitted to enter the rental object.
33. If the Lessee fails to comply with the instructions and orders issued by the Lessor to ensure safety, or if the Lessee is unable to prevent disturbances by the audience, the Lessor is entitled, without prejudice to its other rights, to take the necessary measures at the Lessee's expense or, where necessary, to terminate the event prematurely at the Lessee's expense and risk. In such case, the Lessee shall not be entitled to any claims for compensation against the Lessor if, in the Lessor's assessment, the interruption or premature termination of the event appeared necessary.
34. Food and beverage services, including the provision of food and beverages for a fee or free of charge on the "Messezentrum" grounds and within the premises of the "Messezentrum", are reserved for the Lessor or its authorised service partners, unless otherwise agreed in the lease agreement. This does not apply to the serving of food and beverages by exhibitors to their customers at their exhibition stands during trade fairs (stand catering). However, a third-party catering fee equal to 15% of the total net catering revenue must be paid to the Lessor, unless otherwise agreed in the lease agreement.
35. Commercial activities or the provision of services on the grounds or within the premises of the "Messezentrum" that go beyond the immediate conduct of the event (e.g. the sale of sound recordings or other goods, whether related or unrelated to the event) require the Lessor's written approval and may be subject to a fee.
36. Unless otherwise agreed in the lease agreement, the cloakroom service for the public will be provided by the Lessor's service partner. The costs incurred for this ancillary service will be charged to the Lessee as additional costs. It is for the Lessor to decide, on a case-by-case basis, whether and to what extent the available cloakrooms will be made available for the respective event. Visitors must pay the cloakroom fee in accordance with the posted rates.
37. After each event (or after each event day in the case of multi-day events), the Lessee must, at its own expense, have the rental object, including the areas made available for use (access areas, foyers, parking areas, etc.), cleaned by the relevant service partner of the Lessor, unless otherwise agreed in the individual case. The Lessee must have all waste and cardboard packaging removed at its own expense (e.g. by renting containers). If the Lessee fails to do so, the Lessor will arrange for the necessary cleaning and charge the costs incurred to the Lessee. The Lessee must instruct the service partner to ensure that the sanitary facilities are cleaned at appropriate intervals and, in any event, daily. Upon completion of the event, the sanitary facilities used for the event must be returned in a thoroughly cleaned condition (deep cleaning). If the Lessee fails to comply with this requirement, the Lessor will arrange for the necessary cleaning at the Lessee's expense.
38. The Lessee will, in consultation with the Lessor, arrange for the deployment of police, building control authorities, fire brigade and emergency medical services (security personnel) as required by the competent authorities. Any costs incurred in connection with such deployment, as well as the costs of any deployment that becomes necessary at short notice for security reasons, will be borne by the Lessee. If the Lessee fails to provide for the required security personnel, or fails to provide them in

sufficient numbers, the Lessor is entitled to cancel or terminate the event prematurely; in such case, the Lessee will not be entitled to any claims for compensation against the Lessor.

39. The rooms within the rental object are equipped with a locking system. It is pointed out that the Lessor's service partners (such as technicians, stand builders, installers and electricians) have keys to the rooms of the "Messezentrum". If a higher level of security is required, an individual locking system will be installed at the Lessee's request and expense. The Lessor is not liable, in such case either, for the theft of or damage to any items brought onto the premises by the Lessee or its personnel.
40. The Lessee must comply with the limits applicable to noise emissions for its events as prescribed by law and recognised guidelines. If such noise emission limits are exceeded, the Lessee must indemnify and hold harmless the Lessor and the owners of the properties on which the "Messezentrum" is situated from and against any claims made by neighbouring property owners or visitors.
41. The Lessee must inform its employees and contractual partners of the hazards within the rental object in accordance with the Austrian Employee Protection Act (ArbeitnehmerInnenschutzgesetz) and provide them with the necessary documentation, in particular the "Evaluation of Hazardous Areas and Resulting Safety Measures", the rules of conduct relating to "Areas with a Risk of Falling" and the "Wearing of Protective Clothing".
42. Unless already specified in the lease agreement, the Lessee must ensure that, for the duration of the event and during set-up and dismantling periods, an authorised representative designated by the Lessee to the Lessor in writing, or such representative's deputy, is present. If the authorised representative or the representative's deputy leaves before or during the event or during the set-up or dismantling periods, or cannot be reached by the Lessor by mobile phone, the Lessor is entitled to arrange for any appropriate measures to be taken, without prior notice to the Lessee, at the Lessee's liability, risk and expense.
43. The contact person must be present at any official inspections and approvals prior to the commencement of the event. The contact person must receive and immediately comply with the Lessor's instructions.
44. The Lessor is entitled to deny visitors, employees or agents of the Lessee access to the rental object or to remove them from the premises if they exhibit inappropriate behaviour, are intoxicated or are under the influence of drugs.
45. Overnight stays in the premises of the "Messezentrum", setting up tents, and parking and using caravans on the grounds of the "Messezentrum" are not permitted.
46. Hazardous items – whether intended for use in stage construction, the construction of exhibition stands or during the event – may only be brought onto the premises with the Lessor's consent. Such items may only be brought onto the premises for the purposes of the event if they are specified in the event description submitted to the competent authority and the competent authority has approved their use.
47. Equipment and machinery (excluding hand tools) used for the construction of exhibition stands, stages and similar structures and not provided by the Lessor may only be used with the Lessor's written consent. They must comply with the applicable statutory and regulatory requirements and be safe to operate. The Lessee is solely liable for any damage arising from the use of such equipment and machinery. Motor vehicles may not enter the halls without the Lessor's written consent.
48. Set-up of facilities for the event is permitted only after the rental object has been handed over. Dismantling, including final cleaning, must be completed by the time the rental object is returned. Any keys or transponders received must be returned to the Lessor. If the Lessee fails to complete the dismantling within the agreed period, the Lessor is entitled to arrange for the dismantling to be carried out at the Lessee's expense and risk. The Lessee must organise all set-up and dismantling work (including infrastructure set up by third parties, the Lessee or exhibitors), as well as final cleaning, during the period of use.

49. The Lessee is prohibited from using or entering any rooms, facilities or areas that do not form part of the rental object. Third-party service providers engaged directly by the Lessee may only enter the “Messezentrum” grounds during the operating, set-up and dismantling hours applicable to the respective event. The Lessee must grant representatives of the competent authorities and representatives of the Lessor access to the rented areas at all times.
50. At events for which seating is provided by the Lessor, the provision of additional seating is not permitted.
51. The Lessor has the sole right to control access to and conduct in all rooms and on the grounds, except to the extent that such right is vested in the Lessee by law. In exercising this right, the legitimate interests of the Lessee must be taken into account. This right in relation to the Lessee and all third parties will be exercised by personnel appointed by the Lessor, whose instructions must be complied with without exception and who must be granted access to the rented premises at all times.
52. The Lessor is entitled to conduct inspections and guided tours of the rooms and areas used by the Lessee during the rental period, provided that this does not materially interfere with the purpose of the lease agreement or the legitimate interests of the Lessee.
53. The Lessee is obliged to inform the Lessor in advance and in due time of all technical operations and energy consumption, providing full details. All electricity and water installations carried out by the Lessee may only be performed by authorised partner companies of the “Messezentrum Salzburg”. Upon completion of all technical installations, the Lessee must provide an electrical inspection report issued by an authorised company. The instructions of the Lessor’s building technicians must be complied with without exception. The Lessee must bear the cost of any damage occurring in the rented rooms and areas during the rental period.
54. Installations in the escape routes of the rental object are not permitted due to the escape routes designated as such by the competent authorities. Cooking in the conference area is not permitted.
55. All of the Lessee’s officials, representatives and employees must identify themselves by presenting their access authorisation and must produce it at any time upon request.
56. Smoking is prohibited on the premises of „Messezentrum Salzburg GmbH“. The lessee must comply with the house rules and applicable regulations. The lessor will not cover any fines resulting from violations of the applicable regulations.
57. The Lessee must fulfil all duties to ensure safety in relation to the rental object made available to it and any items brought onto the premises. The Lessee is also obliged to ensure that neither its conduct nor the conduct of its personnel endangers any other persons using the general circulation areas of the “Messezentrum”. The Lessor is liable for any failure to fulfil its duties to ensure safety only in cases of intent or gross negligence. If any claims are asserted against the Lessor by third parties as a result of a breach of safety, protective and/or other duties of care and/or contractual obligations by the Lessee or its employees, representatives or other agents, the Lessee must fully indemnify and hold the Lessor harmless from and against such claims.

PARKING / PARKING OF VEHICLES

58. If the rental agreement stipulates that vehicles may be parked, the Lessee is entitled to park vehicles in the designated parking spaces, subject to availability. If a specific parking space is to be made available exclusively for use by the Lessee, this requires a separate provision in the rental agreement. If parking areas form part of the rental object, they will be stated in the rental agreement. Any use is subject to the parking regulations applicable from time to time, any applicable General Terms and Conditions for Parking, any supplementary instructions issued by the Lessor or third parties appointed by the Lessor, and the provisions of these General Terms and Conditions.

59. The parking spaces on the Lessor's premises are subject to a fee. All revenue generated therefrom accrues entirely to the Lessor. Parking of vehicles anywhere other than the designated parking spaces is not permitted. The Lessee shall assign parking spaces to the exhibitors, his staff, visitors, etc. The parking of trucks, trailers, mobile homes or other special vehicles in the designated visitor parking areas is only permitted with the prior written consent of the Lessor. Vehicles may only be parked in loading zones for the duration of the actual loading or unloading process. The instructions of the Lessor's personnel or third parties appointed by the Lessor must be followed immediately. The Lessor is entitled to move vehicles parked in safety zones marked as such (e.g. fire brigade zones) to other places at the expense of the Lessee, irrespective of whether they are vehicles of the Lessee or his staff, and to release them only after payment of the towing costs and the flat-rate handling charges of EUR 120.00.
60. The use of the traffic areas is subject to the provisions of the Road Regulation; a maximum speed of 15 km/h must be observed. In the area of Hall 4 and Hall 5, motor vehicles may not be driven after 22:00.
61. The Lessor does not provide guarding of the parked vehicles. The Lessor shall not be liable for damage suffered by the Lessee and his staff due to the use of the traffic areas as a result of the condition of the traffic areas or as a result of the behaviour of other road users.

HANDOVER / TAKEOVER / RETURN

62. Upon handover of the rental object, a protocol shall be made in which any existing defects and damage to the rental object will be recorded. If no record of the handover is made, the Lessee shall immediately notify the Lessor in writing (e-mail is sufficient) of any defects and damage to the rental object existing at the time of handover. If no such notification has been made, any damage to the rental object discovered upon return shall be deemed to have been caused by the Lessee.
63. The Lessee shall return the rental object in a proper, cleaned (in the quality of a basic cleaning) condition. A record shall be made of the return, in which any damage to the rental object shall be recorded. If the Lessee has not appeared on the date set by the Lessor for returning the rental object despite having been granted a 48-hour grace period, the Lessor shall draw up the report on the return even in the absence of the Lessee and the findings made in the report shall be binding.

The Lessor shall be entitled to have the damages recorded in the protocol, omitted cleaning and repair of damage carried out at the expense of the Lessee. All damages and defects not claimed on the occasion of the handover, which are discovered when the rental object is returned, shall be deemed to have been caused by the Lessee and his staff, unless the Lessee proves that he was not at fault for causing the defect. Even if the repair of damage is not carried out immediately, the Lessee shall in any case be obliged to pay the estimated costs of repairing the damage.

64. When returning the rental object, the Lessee shall remove at his own expense and risk any inventory brought in, irrespective of who owns it, and shall also remove at his own expense and risk any permitted changes or additions and restore the previous condition. The Lessor shall be entitled to store objects left behind by the Lessee or his staff at the Lessee's expense and to make them available for collection by the Lessee.

The storage charges shall be the actual costs incurred, but at least an amount of EUR 1.00/m² per day or part thereof plus VAT. If the Lessee does not collect the objects left behind within 6 months, the Lessor shall be entitled to utilise them or, if utilisation is inappropriate, to destroy them. The costs of storage and, if applicable, destruction/disposal shall be borne by the Lessee. Any proceeds of sale less the costs shall be credited to the Lessee.

65. The rental object is only provided for the rental period (period of use) agreed in the rental agreement. Exceeding the rental period, i.e. if the rental object is not returned or is not returned in the agreed condition at the end of the rental period, shall be subject to a charge and require the written consent of

the Lessor. If the rental period is exceeded without the Lessor's consent, a usage fee equal to twice the agreed rent per hour shall be payable for each commenced hour by which the rental period is exceeded.

Any changes to the period of use must be expressly confirmed in writing by the Lessor in advance and shall entitle the Lessor to impose amended terms and adjustments to the charges and to make any change to the period of use subject to a corresponding agreement. The early return of parts of the rental object is only permitted if this has been agreed accordingly in the rental agreement. In such case, the Lessee must comply with the requirements for the return of the relevant areas in accordance with the rental agreement.

- 66. The Lessee shall be liable to the Lessor for any damage caused to the Lessor as a result of the late return of the rental object, the traffic areas and infrastructure, in particular for loss of profit. In addition, the Lessee shall be liable to pay the stipulated usage fee.
- 67. The Lessor shall be entitled to arrange for the immediate removal, at the Lessee's expense and risk, of any structures, installations or similar items erected contrary to the provisions of the rental agreement or these General Terms and Conditions, an official permit or a condition imposed by the competent authorities.

LIABILITY OF THE LESSOR / LESSEE

- 68. By making a reservation and/or concluding the rental agreement, the Lessee confirms that he has found the rental object to be suitable for the intended use.
- 69. The Lessor shall be liable to the Lessee and his staff, irrespective of the legal basis, only for damage caused intentionally or through gross negligence by the Lessor or his service partners. Liability for any other fault (in particular slight negligence) is excluded; this shall not apply to personal injury. The Lessor shall not be liable for any damage suffered by the Lessee and his staff as a result of defectiveness of the rental object, interruption or disruption of the supply of electricity, water, data connections or similar services, unless caused intentionally or through gross negligence by the Lessor, or as a result of additional services provided by the Lessor via service partners. Under no circumstances shall the Lessor be liable for any damage suffered by the Lessee as a result of directly commissioning service partners of the Lessor. Liability for indirect damage, consequential damage, pure financial loss, loss of profit, loss of data and claims by third parties is excluded, except in cases of intent and to the extent permitted by law. To the extent permitted by law, and except in cases of intent and personal injury, the Lessor's liability shall be limited in amount to the amount available under the Lessor's liability insurance.
- 70. The Lessee shall be liable for all damage that has occurred to the rental object and the areas made available for (joint) use between handover and return, unless the Lessee proves that the damage was caused by the Lessor, his staff or other joint users. The Lessee shall also be liable for the extraordinary wear and tear and damage to the rental object caused by the behaviour of the public. The Lessee shall also be liable in particular for damage caused to the rental object and the grounds of the "Messezentrum" by motor vehicles or equipment belonging to the Lessee, his suppliers, customers or event visitors. The Lessor shall also be entitled to assert these damages directly against the party causing the damage; the unlimited liability of the Lessee shall remain unaffected.
- 71. The Lessee shall indemnify and hold the Lessor harmless in respect of all claims asserted against the Lessor by persons associated with the Lessee (including event visitors) in connection with the use of the rental object. The Lessee shall take all precautions to ensure that such persons, in particular event visitors, do not suffer any damage.
- 72. The Lessee shall be obliged to take out liability insurance (organiser's liability) with a cover sum of at least EUR 10 million per case of damage (personal injury and damage to property) under the general (customary) insurance conditions applicable to this insurance. The interests of the Lessor shall also be insured and any damage suffered by the Lessor shall be covered on a primary basis. The insurer shall

waive any right of recourse against the Lessor. The taking out of this insurance shall not affect or limit the Lessee's liability, either as to its basis or its amount.

51. The Lessee shall send the Lessor the confirmation of cover according to the form provided by the Lessor to the Lessee, together with proof of payment of the insurance premium, at least 4 weeks before the start of the event. Should the proof of insurance not be available by this time, the Lessor may take out the insurance in the name and on account of the Lessee. Without prejudice to the continuing liability of the Lessee, the Lessor shall be entitled to claim damages for which the Lessee is responsible directly (in the name of the Lessee) from the insurer.

RENT / PAYMENT

73. Unless otherwise agreed in the rental agreement, the contractually agreed rent plus the down payment on the incidental costs agreed in the rental agreement must be received, without any deduction, in one of the accounts indicated by the Lessor at least 30 days before the start of the period of use. After deduction of the advance payment, any fees owed to the Lessor shall be due immediately upon invoicing. The Lessor shall be entitled to make the handover of the rental object conditional upon full receipt of all payments due and any security agreed upon (sec. 74).
74. The Lessor shall be entitled to demand the provision of a reasonable security even after conclusion of the contract. The security may be provided by means of a deposit of funds or an abstract bank guarantee with a term of up to 14 days after the agreed end of the event. The security serves as security for all claims of the Lessor of whatever nature. No interest shall be paid on any cash security provided.
75. The prices and costs stated in the rental agreement for services not included shall be charged to the Lessee according to the actual expenditure incurred and the Lessor's current price list, plus all applicable taxes, duties and fees, in particular VAT and legal transaction fees, and shall become due for payment upon invoicing and be paid immediately into the Lessor's account. The legal transaction fee shall be calculated in the final invoice on the basic rent and all incidental services.
76. The administrative processing (ordering and invoicing) of the services provided by the service partners shall be handled by the Lessor with the service partners themselves, unless otherwise agreed in the individual case. The Lessor shall not be liable for their availability or services.

GENERAL

77. For the storage and processing of data stored on the basis of the business relationship between the Lessee and the Lessor, the General Data Protection Regulation (GDPR), the Austrian Data Protection Act (DSG) and the Privacy Policy, available at www.mzs.at/de/datenschutz/, shall apply. The Lessor shall in particular be entitled to take photographs and videos of the event and to use them for advertising purposes. The Lessee consents to such data processing and undertakes to obtain the corresponding consents from event visitors.
78. If there are several Lessees, they shall be jointly and severally liable for the performance of the contract.
79. The Lessee may cancel a reservation confirmed by the Lessor in writing or request a reduction of the rental area. In such case, the cancellation terms set out below (sec. 94) shall apply.
80. Declarations to be made to the Lessee by the Lessor on the basis of the contractual relationship shall be deemed to have been effectively received if they have been made in writing (including by email) to

the Lessee - in the case of multiple Lessees to one Lessee - or made verbally to the local authorised representative and then confirmed in writing.

81. Declarations made by the Lessee to the Lessor must be in writing in order to be legally effective; email is also sufficient. If the Lessee consists of multiple persons, each member of the Lessee's association shall be deemed authorised to make legally binding declarations for all members of the Lessee's association.
82. The Lessee shall assume all risks, including any other extraordinary accidents within the meaning of Sec 1106 ABGB (Austrian Civil Code). If the event planned by the Lessee cannot be held due to force majeure – including, in particular, official orders and prohibitions on access and/or events, epidemics and pandemics, natural disasters, acts of war, terrorism, strikes, energy or supply shortages, as well as other unforeseeable and unavoidable events for which the Lessor is not responsible – both the Lessor and the Lessee shall be entitled to withdraw from the contract. In this case, the Lessee shall reimburse the Lessor for the costs and expenses incurred. If an event is cancelled in whole or in part due to force majeure, the Lessor shall be released from its obligations to perform for the duration of the impediment. Any liability of the Lessor for any resulting damage, including in the event of withdrawal by the Lessee, in particular for loss of profit or frustrated expenditure incurred by the Lessee, is excluded. Payments already made shall be refunded to the Lessee to the extent that they do not relate to services already provided or services or costs already irrevocably incurred by the Lessor; the Lessee shall have no further claims.
83. In the event of default of payment, the Lessee shall pay reminder fees of € 120 per reminder. Claims of the Lessor shall bear interest at the interest rate resulting from § 456 UGB (Austrian Commercial Code).
84. The Lessee shall not be entitled to set off any counterclaims against claims of the Lessor unless the counterclaim has been finally determined by a court or expressly acknowledged in writing by the Lessor. The assertion of a right of retention by the Lessee is excluded, except in the case of counterclaims arising from the same contractual relationship that have been finally determined by a court or acknowledged by the Lessor.
85. Any claims of the Lessee against the Lessor shall be asserted in writing within 6 months after the end of the rental period, otherwise they shall be forfeited; claims expire by limitation within one year after the end of the event.
86. The contract concluded between the Lessor and the Lessee shall be governed exclusively by Austrian law, excluding the conflict-of-law rules of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG). The place of performance and payment shall be Salzburg.
87. The court having subject-matter jurisdiction for the City of Salzburg shall be agreed as the exclusive place of jurisdiction for all disputes arising out of or in connection with this contract. The Lessor shall also be entitled to bring an action against the Lessee at the Lessee's general place of jurisdiction.
88. The legal transaction fee associated with the conclusion of the rental agreement shall be borne by the Lessee.
89. Should individual provisions of these General Terms and Conditions or of the rental agreement concluded between the parties be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the economic purpose and content of the invalid provision. The parties undertake, where necessary, to agree mutually on such replacement provision. The same shall apply to the filling of any gaps in the contract.
90. Any amendments or additions to the rental agreement and these General Terms and Conditions must be made in writing in order to be effective (email is sufficient to satisfy the written form requirement).

This shall also apply to any waiver of this written form requirement itself. There are no oral side agreements.

91. Any transfer, even in part, of rights under this contract, whether for consideration or free of charge, requires the Lessor's prior express written consent. Even in the case of an approved transfer of rights, the Lessee shall remain fully liable to the Lessor.
92. The transfer of the rental object, in whole or in part, to third parties – except, in the case of trade fairs, exhibitions or congresses, for the rental of areas to exhibitors or the provision of premises to service providers – is only permitted with the Lessor's express written consent.
93. The Lessee or his authorised representative shall have no authority to give instructions to the Lessor's personnel. As a general rule, only the respective person on duty appointed by the Lessor shall be authorised to issue such instructions. The instructions of the person on duty must be complied with without exception. During the period of use, the Lessor shall have overall supervision of the premises forming the subject matter of the contract.
94. The Lessee shall be entitled to withdraw from the written rental agreement or to demand that the rental space specified in the written rental agreement be reduced. In the event of withdrawal or reduction of the rental space, the following cancellation fees shall be payable upon receipt of the written cancellation:
 - at least 6 months before start of use: 60%
 - at least 3 months before start of use: 80%
 - less than 3 months before start of use: 100%

of the basis of assessment, plus that amount which the Lessor must pay to its service partners for agreed services and ancillary services. The basis of assessment for the cancellation fee shall be the agreed rent plus VAT at the statutory rate and a 1% contractual fee; in the case of a reduction in the rental area, the rent attributable to the reduced area plus VAT and a 1% contractual fee. The Lessor shall remain entitled to claim any damage exceeding the cancellation fee. Any costs of third parties already incurred or which can no longer be cancelled shall in any event be reimbursed in addition to the cancellation fee.

95. The Lessor is entitled to withdraw from the rental agreement or to declare the premature termination of the contract if there are important reasons. Important reasons shall exist in particular if
 - a) the Lessee has not made the payments to be made by him in time despite a reminder and the setting of a grace period;
 - b) the Lessee has not provided a security agreed or requested by the Lessor in accordance with Sec. 72 within the period of time set by the Lessor;
 - c) the Lessee has substantially changed the theme or programme of the event without the consent of the Lessor;
 - d) the Lessee leaves the rental object to third parties for use without the consent of the Lessor;
 - e) the Lessee does not have the performance rights required for the performances planned for the event;
 - f) the official permits or authorisations required for the event have not been granted or have been withdrawn, or the Lessee violates the conditions or requirements imposed by the authorities for the event;
 - g) it must be assumed that holding the event will violate legal prohibitions;
 - h) the Lessee has not disclosed the detailed event programme with documentation 6 weeks before the start of the event and, despite a reminder and the setting of a grace period, has failed to provide such documented information within the grace period;
 - i) there are reasonable grounds for concern that holding the event will endanger the safety of visitors, disrupt public safety and order, or result in personal injury or damage to property;
 - j) the Lessee violates material provisions of the contract or repeatedly violates provisions of the contract, even if such provisions are not material;

- k) for overriding interests arising within the Lessor's sphere, holding the event planned by the Lessee could lead to significant disadvantages for the Lessor;
- l) it is impossible or unreasonable to hold the event due to force majeure, official prohibitions or requirements, security risks or other events beyond the Lessor's control.

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

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

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

- 97.** The Lessee shall be responsible for the payment of any taxes and duties arising from the holding of the event, such as VAT, entertainment tax and similar charges.
- 98.** The Lessee acknowledges that the rental agreement, including its annexes, may be made available to persons making corresponding requests pursuant to the Austrian Freedom of Information Act (Informationsfreiheitsgesetz, Federal Law Gazette I No. 5/2024). The Lessee shall have the opportunity, in the course of concluding the rental agreement, to identify business and trade secrets in individual provisions of the rental agreement or in (parts of) the annexes. The Lessor points out that, in the context of any balancing of interests required under the Austrian Freedom of Information Act when dealing with requests for information, such designation as business and trade secrets may not be binding and that the Lessor may nevertheless be required to provide information to third parties where the interest in disclosure prevails. The Lessor shall not be liable to the Lessee for or in connection with the provision of such information, in particular for any infringement of business or trade secrets resulting from such disclosure of information.
- 99.** The Lessee shall maintain confidentiality with regard to all facts and circumstances which become known to him in the course of the performance of this rental agreement or which are entrusted to him by the Lessor, unless the Lessor expressly releases him from this obligation in writing. This confidentiality obligation shall continue beyond the term of the rental agreement. The confidentiality obligation shall include not only information recorded in writing, including correspondence, but in particular also oral and electronic information. Information may also be disclosed to affiliated companies of the Lessee without the prior consent of the Lessor. In such case, the Lessee shall be obliged to demonstrably impose the corresponding confidentiality obligations on the affiliated company. The confidentiality obligation shall not apply to information which is or becomes generally known without this being attributable to either of the contracting parties, or which was already lawfully known to a contracting party before it was made available to that party by the other contracting party.
- 100.** The Lessee shall ensure that copyright provisions are complied with during the event and that the "AKM fees" are duly paid.
- 101.** The Lessee shall ensure that the provisions of the Salzburg Youth Protection Act are not violated.
- 102.** The Lessee shall bear sole responsibility for fulfilling all statutory reporting obligations and obtaining all permits required for the event/use. These permits or notifications must be presented to Lessor upon request.

- 103.** If claims are made against the Lessor due to violation of these provisions, the Lessee shall indemnify and hold the Lessor harmless.
- 104.** Only the German version of the rental agreement and these General Terms and Conditions are decisive.

Messezentrum Salzburg GmbH
as of 31 August 2026