

General Terms of Purchase

(Last updated 15/02/2019)
 of Messe Frankfurt GmbH,
 of Messe Frankfurt Exhibition GmbH, of Messe Frankfurt Venue GmbH
 and of Messe Frankfurt Medien und Service GmbH
 Ludwig-Erhard-Anlage 1
 60327 Frankfurt am Main, Germany

1. Scope of Application

All agreements concluded with Messe Frankfurt GmbH and/or Messe Frankfurt Exhibition GmbH, Messe Frankfurt Venue GmbH and Messe Frankfurt Medien und Service GmbH concerning deliveries and/or the provision of services, including agreements pursuant to Sec. 651 sentence 1 BGB (German Civil Code) shall be governed exclusively by these General Terms and Conditions of Purchase; the party or parties commissioned with the delivery and/or provision of services shall hereinafter be referred to as the „Supplier“; Messe Frankfurt GmbH and/or the relevant subsidiary of Messe Frankfurt GmbH shall hereinafter be referred to as „Messe Frankfurt.“ Messe Frankfurt shall not comply with any terms and conditions of Supplier which deviate from or supplement these General Terms and Conditions of Purchase. These General Terms and Conditions of Purchase shall also apply in the case Messe Frankfurt unreservedly accepts Supplier's delivery/ service despite of being aware of deviating or supplementary terms and conditions of Supplier.

2. Orders

- 2.1 Only the content of written orders placed by Messe Frankfurt shall apply. Verbal orders or collateral agreements shall only be valid if confirmed in writing by Messe Frankfurt's purchasing department.
- 2.2 If Messe Frankfurt's written order is not accepted within two weeks by means of delivery/service and/or written confirmation by Supplier, Messe Frankfurt shall be entitled to withdraw the order. The timeliness of Supplier's written confirmation will be determined by its receipt by Messe Frankfurt.
- 2.3 The order number and item numbers indicated in Messe Frankfurt's order must also be indicated in further correspondence, in particular in the written confirmation of the order, in the invoice and on the delivery note.

3. Provision of Services

- 3.1 Supplier shall perform the services with the utmost care, taking into account the current state of the art in science and

technology, which is further detailed in Section 11 below. Supplier shall comply with Messe Frankfurt's instructions and inform Messe Frankfurt without delay if, in Supplier's opinion, it is possible to make changes to the contractual services that could lead to improvements. In this case, Sections 4.3 and 4.4 shall apply.

- 3.2 Supplier shall notify Messe Frankfurt without delay if there are grounds for concern that the contractual services and the objective pursued in the agreement will not be achieved.
- 3.3 In the case of the provision of works or services:
 - 3.3.1 Supplier shall be free to schedule working hours, unless the ordered item necessitates the performance of the service at specific times. Supplier shall perform the contractual services only on the premises of Messe Frankfurt, unless otherwise agreed in advance and in writing, insofar as this is necessary for the proper execution of the order due to the ordered item. In this case, depending on the ordered item, Messe Frankfurt shall make suitable premises available to the Supplier by means of written agreement.
 - 3.3.2 Messe Frankfurt will not issue instructions to the individuals employed by the Supplier. Supplier shall ensure that the individuals employed by it for the provision of the services will provide the services independently and to the extent possible at distance from the staff of Messe Frankfurt. Unless otherwise stipulated in the individual orders or call-offs, the personnel employed by the Supplier shall always be identified as Supplier's labor force. Details of the services to be provided by the Supplier will only be notified by Messe Frankfurt to the contact person specified by Supplier. The aforementioned contact person will plan and monitor the deployment of the personnel employed by the Supplier to provide the services, and will accept any complaints or – unless otherwise provided – additional individual orders, call-offs/assignments/addenda from Messe Frankfurt. Accordingly, the instructing, directing and overseeing of the personnel employed by

the Supplier shall be solely incumbent upon the Supplier, where Messe Frankfurt reserves the right to monitor the contractual implementation of the assigned services or to have this monitored by a third party, and to inspect them.

4. Change Request; additional expenditures

- 4.1 Messe Frankfurt is entitled to change the requirements for the contractual services and other contractual conditions in accordance with the following change request process.
- 4.2 Messe Frankfurt shall notify the Supplier of changes and/or addenda to the agreement in writing or via e-mail („Change Request“).
- 4.3 The Supplier shall inform Messe Frankfurt no later than seven working days after receipt of the Change Request in writing or via e-mail whether and how the Change Request affects the agreed schedule, remuneration and/or other contractual conditions and shall submit a proposal to Messe Frankfurt for the implementation of the Change Request. If the implementation of the change request leads to changes in the remuneration or the schedule, these must be determined on the basis of the original calculation basis and clearly listed in a proposal. The obligation to submit a proposal shall not apply if the change request is unreasonable for the Supplier. The burden of production and of proof for the unreasonableness of a change request lies with the Supplier.
- 4.4 If Messe Frankfurt accepts the offer in writing or via e-mail, the change request becomes integral part of the agreement and changes and/or supplements it, e.g. with regard to the services to be rendered, the time schedule and the remuneration.
- 4.5 If the Supplier is of the opinion that Messe Frankfurt's requirements or other circumstances for which it is responsible result in an increased workload and/or have an effect on the agreed deadlines and/or remuneration, or if the Supplier considers changes to the contractual

services and/or other contractual conditions to be necessary or reasonable, it shall notify Messe Frankfurt of this immediately in writing or via e-mail. In this case, Sections 4.3 and 4.4 shall apply, whereby the proposal shall be submitted at the same time, if possible, but in any case immediately after notification.

4.6 Additional expenses shall only be reimbursed and additional remuneration shall only be paid if payment has been expressly agreed in writing in accordance with Section 4.4.

5. Delivery/performance deadlines and delivery/performance delays

5.1 The delivery and performance deadlines specified in the order placed by Messe Frankfurt are binding. Sec. 376 of the German Commercial Code (HGB) shall not apply.

5.2 In the event of delay in delivery and/or performance, Messe Frankfurt shall be entitled to demand a contractual penalty in the amount of 0.2% of the gross order value per working day – a maximum total of 5% of the gross order value. The reservation of the contractual penalty must be asserted at the latest on the due date of the last payment or final payment. Messe Frankfurt reserves the right to assert further statutory claims or claims for further damages.

5.3 If Supplier realises it cannot adhere to an agreed delivery or performance deadline, Supplier shall inform Messe Frankfurt thereof in writing without undue delay. This will not affect any of Messe Frankfurt's rights.

6. Dispatch note and dispatch documents, proof of performance

6.1 The Supplier must notify Messe Frankfurt immediately of the dispatch/shipping of the goods to be delivered. The dispatch note shall be sent to Messe Frankfurt in duplicate and shall contain a precise description of the goods, the quantity, the weight (gross and net) and the type of packaging of the goods.

6.2 At the time of handover, the Supplier must provide Messe Frankfurt with a delivery note stating the exact description of the goods, the quantity and the weight (gross and net) of the goods. In addition, the delivery note must contain the agreed delivery address.

6.3 In the event that Messe Frankfurt has not received the dispatch documents as per Sections 6.1 and 6.2 at the time of handover or if they do not meet the requirements pursuant to Sections 6.1 and 6.2,

- a. Messe Frankfurt shall be entitled to store the delivered goods at the Supplier's expense and
- b. the Supplier shall bear the risk of accidental loss and deterioration beyond the time of handover until Messe Frankfurt has received the dispatch documents as stipulated by the agreement.

6.4 When rendering services, the Supplier shall – if necessary in addition to a delivery note – issue a proof of performance in accordance with the sample and specifications of Messe Frankfurt and have it signed by Messe Frankfurt. Messe Frankfurt shall endeavor to provide the Supplier with a sample of the relevant proof of performance at an early stage.

7. Risk assumption

7.1 The risk of accidental loss or deterioration shall be borne by the Supplier until delivery of the goods/performance of the service, unless otherwise expressly regulated in these General Terms and Conditions of Purchase. Sec. 447 BGB (German Civil Code) shall not apply.

7.2 If and to the extent that the law on contracts for work and services defined in the BGB (German Civil Code) and/or the VOB/B (Construction Contract Procedures Part B) is applicable, the assumption of risk shall be governed by Sec. 644 BGB.

8. Acceptance of Delivery/Service and Obligations to Inspect

8.1 If and as long as force majeure prevents Messe Frankfurt from accepting the goods or services to be delivered or it is unreasonable for Messe Frankfurt to accept the delivered goods/services to be provided, Messe Frankfurt shall be entitled to refuse acceptance of the goods or services to be delivered.

8.2 Messe Frankfurt shall be obliged to inspect the goods delivered/services performed immediately to determine whether the agreed quantity and type have been delivered and/or whether there are any other obvious defects. A notice of defects regarding obvious defects shall be deemed to have been made in good time if it is received by the Supplier within a period of two weeks after delivery of the goods/performance of the service. Messe Frankfurt shall give notice of hidden defects within a period of two weeks after discovery of the defect.

8.3 Insofar as the law on contracts for work and services of the BGB and/or the VOB/B is applicable, Section 8.2 shall not

apply. Clause 8.1 shall remain unaffected by any applicability of the law on contracts for work and services of the BGB and/or the VOB/B.

8.4 In the case of excess deliveries, Messe Frankfurt shall be entitled to return the excess goods to the Supplier at the Supplier's expense.

9. Prices and payment conditions; Invoices

9.1 The agreed price is a fixed price and includes all taxes, customs duties, packaging and transport costs, insurance as well as the statutory value added tax. Unless otherwise agreed, the price for delivery to the place of delivery specified by Messe Frankfurt shall apply.

9.2 The agreed price shall also include all services provided by the Supplier prior to conclusion of the agreement (e.g. preparation of proposals, drawings and/or plans).

9.3.1 At its own discretion, Messe Frankfurt shall make payments either within 14 days with a 3% discount or within 30 days net, in each case calculated from receipt of a proper invoice and complete delivery/service. Messe Frankfurt shall also be entitled to deduct a discount in the event of offsetting or the assertion of a right of retention. Payments by Messe Frankfurt shall be made exclusively via bank transfer.

9.3.2 If and to the extent that the law on contracts for work and services of the BGB and/or the VOB/B apply, it is at the discretion of Messe Frankfurt whether to make payments within 14 days with a 3% discount or within 30 days net, in each case calculated after receipt of a proper invoice and complete delivery/service and acceptance. Sec. 9.3.1 sentence 2 shall remain unaffected by any applicability of the law on contracts for work and services of the BGB and/or the VOB/B.

9.4 Down payments, interim payments and/or payments on account shall only be made by Messe Frankfurt if this has been agreed in writing.

9.5 Any down payments, interim payments and/or payments on account made by Messe Frankfurt shall not be considered the recognition that the goods/services comply with the agreement.

9.6 In the event that Messe Frankfurt makes payments before the goods/services are handed over, the Supplier shall be obliged

- a. to provide Messe Frankfurt, at its discretion, with security in the amount of the payment and/or
- b. transfer to Messe Frankfurt the ownership of the delivered goods/ services.
- 9.7 Invoices shall be sent to Messe Frankfurt, i.e. the ordering company (e.g. Messe Frankfurt GmbH), in a single copy to the invoice address specified in the order. Invoices may not be attached to the goods or handed over during the execution of services to be provided. Reference is made to Section 2.3.
- 10. Travel expenses**
- 10.1 Any travel and accommodation costs shall be reimbursed to the Supplier if its employees undertake travels that are necessary within the framework of the order, however only after the Supplier has received prior approval by Messe Frankfurt to bear the costs, made in writing or via e-mail. In these cases, the (net) travel and accommodation costs will only be reimbursed upon submission of the relevant cost receipts in copy, disclosure of the input tax amounts contained therein (with the exception of lump sums and mileage allowance) and after deduction of the possible input tax amounts as follows:
- Railway: 2nd class
 - Airplane: Economy Class
 - Mileage allowance: According to the guidelines of the tax authorities
 - Accommodation lump sum: In accordance with the guidelines of the tax authorities or in agreement with the project manager/coordinator of Messe Frankfurt, higher accommodation costs may be reimbursed upon submission of appropriate copies of receipts.
- 10.2 The Supplier shall agree with Messe Frankfurt the details of each trip (such as job site, dates, choice of hotel category and car class when using a rental car or its own car instead of train or airplane) prior to commencement of the trip, whereby the most appropriate and cheapest means of travel shall be chosen, taking into account the time required.
- 11. Compliance with regulations**
- 11.1 The Supplier undertakes to observe the rules of architecture/engineering recognized in the Federal Republic of Germany (in particular all DIN standards of the German Institute for Standardization e. V. and the regulations and guidelines issued by the German Industry Association), the occupational health and safety regulations, the accident prevention regulations
- of the employers' liability insurance associations as well as all TÜV (German Technical Inspection Agency) regulations, all trade regulations and all laws, ordinances and local statutes relating to the delivery/ service.
- 11.2 Beyond Section 11.1, services shall be provided and goods delivered or equipped in such a way that, when used as intended, they do not endanger the life and health of people and/or property/facilities of Messe Frankfurt and/or third parties located on the premises of Messe Frankfurt. The services and goods to be provided must therefore correspond to the state of the art existing at the time the order was placed.
- 11.3 Messe Frankfurt's approval of the Supplier's services (including consent/release of plans, drawings and samples) shall not limit the Supplier's liability for the correctness and completeness of its delivery/ service.
- 12. Acceptance**
- 12.1 If and to the extent that the provisions of the law on contracts for work and services of the BGB and/or the VOB/B are applicable, acceptance shall take place in accordance with the following Sections 12.2 to 12.6.
- 12.2 After all deliveries and services have been provided, a formal acceptance shall take place with the preparation of an acceptance certificate, which is immediately required (final acceptance). A fictitious acceptance and the regulation about the certificate of completion according to Sec. 641 a BGB are excluded.
- 12.3 Partial acceptances and the acceptance of remedy work shall also take place formally.
- 12.4 The prerequisite for the final acceptance is that all necessary official approvals and acceptances which must be procured by the Supplier (if required by the authorities) have been obtained.
- 12.5 Partial acceptance shall only take place if Messe Frankfurt expressly requests this in writing. Otherwise, partial acceptance shall only take place if expressly ordered in writing by Messe Frankfurt. Partial acceptance shall not result in the commencement of the limitation period for claims based on defects and/or the warranty period pursuant to Sec. 14.
- 13. Rights in case of defects, insurance**
- 13.1 In the event of defects, Messe Frankfurt shall be entitled to the full statutory rights, subject to the following provisions:
- a. If the Supplier fails to comply with its obligation to rectify within a reasonable period set by Messe Frankfurt, Messe Frankfurt may remedy the defect itself or require the Supplier to reimburse the expenses incurred for this or an appropriate advance payment (right of self-remedy). If rectification by the Supplier has failed or is unreasonable for Messe Frankfurt (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set. In any case, the Supplier must be informed immediately, if possible in advance, of the self-performance.
- b. Messe Frankfurt may also demand reimbursement of transport, travel, labor and material costs as well as costs for an extraordinary inspection of the goods delivered/performed service which have arisen as a result of the defective goods delivered/performed service. The same shall apply to transport, travel, labor and other costs which Messe Frankfurt has to bear in relation to its customers due to defects in the goods/services provided. Messe Frankfurt may also demand that the Supplier indemnify it against all claims for damages asserted against it on account of defects in the goods delivered/performed service.
- 13.2 The limitation period for warranty claims shall be 3 years unless a longer limitation period for warranty claims is provided for by the applicable statutory provisions.
- 13.3 The limitation period for warranty claims begins with the delivery of the goods / performance of the service. If and to the extent that the law on contracts for work and services of the BGB and/or the VOB/B is applicable, the limitation period for claims based on defects shall commence upon acceptance. If the goods/ services are commissioned after delivery/ performance, the limitation period shall commence on the day of commissioning, but not before any required acceptance.
- 13.4 Notwithstanding the provisions on the suspension of periods, the limitation period shall also be suspended for the duration of business interruptions due to defects.
- 13.5 Messe Frankfurt shall be entitled to retain a security amounting to 5% of the gross invoice amount (security retention) during the limitation period for warranty claims. The Supplier shall be granted the right to replace the security retention by the pro-

vision of security for defect claims. Claims for defects shall be secured by an unlimited, directly enforceable guarantee of a credit institution or credit insurer, provided that the credit institution or credit insurer is licensed in the European Community or in a member state of the Agreement on the European Economic Area. The guarantee must contain a waiver of the defenses under Sec. 770 (2) BGB, insofar as the defenses or counterclaims are not undisputed or have been legally established, and Sections 770 (1), (771), (772) BGB; it may not contain an escrow clause. The guarantee shall be governed exclusively by German law. Frankfurt am Main shall be agreed as the place of jurisdiction for all disputes arising in connection with the guarantee.

- 13.6 For the duration of the liability for defects and the warranty period, the Supplier is obliged to take out a business liability insurance policy with a German insurer at Supplier's own expense, with the following coverage amounts applicable to individual cases:
- a. Personal injury: the coverage for an individual case must amount to at least ten times the agreed price, but at least one million euros.
 - b. Property damage and other damages: the coverage for an individual case must amount to at least eight times the agreed price for the contractual service, but at least EUR 500,000. The coverage amounts in individual cases may be limited per insured year to twice the aforementioned coverage amounts. At Messe Frankfurt's request, Supplier shall provide evidence that the insurance was concluded and is being maintained.

14. Warranty

- 14.1 In addition to its liability for defects (cf. Section 13), the Supplier shall guarantee for a period of two years that the goods/performance to be delivered are free from material defects and that they are in the agreed condition. The warranty period stated in Section 14.1 shall commence upon handover of the goods/performance of the service. If and to the extent that the law on contracts for work and services of the BGB and/or the VOB/B is applicable, the warranty period shall commence upon acceptance. If the goods/services are commissioned after delivery/performance, the warranty period shall commence on the day of commissioning, but not before any required acceptance.

15. Rights of withdrawal of Messe Frankfurt

- 15.1 Messe Frankfurt shall be entitled to withdraw from the agreement if Messe Frankfurt proves to the Supplier that it has received a serious and promising proposal from a third party to deliver/perform the goods/services to be delivered by the Supplier at a lower price (Baisse clause).
- 15.2 In the event that a contractual relationship is concluded without Messe Frankfurt and the Supplier having agreed on a price, Messe Frankfurt shall be entitled to withdraw from the agreement unless the parties agree on the price within 2 weeks of conclusion of the agreement.
- 15.3 In the event that insolvency proceedings are opened against the Supplier's assets or rejected for lack of assets, Messe Frankfurt shall be entitled to withdraw from the part of the agreement not yet performed. If Messe Frankfurt makes use of this right of withdrawal, the Supplier shall be entitled to remuneration for the services provided up to the time of withdrawal, but only to the extent that they can be used by Messe Frankfurt in accordance with their intended purpose. Further remuneration claims of the Supplier shall be excluded.
- 15.4 In the event that a third-party event (concert or trade fair) for which the goods or services to be delivered by the Supplier are intended is unexpectedly postponed, Messe Frankfurt shall be entitled to reject the goods or services on the agreed delivery date and instead demand delivery or services on the follow-up date, provided that
- a. the Supplier was able to recognize (e.g. by making a corresponding note on the order) that the goods or services to be delivered by Supplier are intended for the relevant third-party event and
 - b. Messe Frankfurt is not responsible for the relocation of the event. The above right shall not apply if Messe Frankfurt has not notified the Supplier in advance of the relocation of the third-party event in question, within a reasonable period of time. In the event that Messe Frankfurt exercises its right under Section 15.4.1 and the goods/performance to be delivered by the Supplier cannot be otherwise settled despite timely notice, Messe Frankfurt shall be obliged to reimburse the Supplier for the additional expenses incurred as a result of the renewed delivery, up to a maximum of 10% of the agreed price, unless and

until otherwise agreed with the Supplier.

- 15.5 If a third-party event (concert or trade fair) for which the goods or services to be delivered by the Supplier are intended is unexpectedly canceled, Messe Frankfurt shall be entitled to withdraw from the agreement insofar as
- a. the Supplier has recognized (e.g. by making a corresponding note on the order) that the goods to be delivered/services to be provided by Supplier are intended for the relevant third-party event and
 - b. Messe Frankfurt is not responsible for the cancellation of the event. The above right shall not apply if Messe Frankfurt has not notified the Supplier in advance of the cancellation of the third-party event in question, within a reasonable period of time. In case Messe Frankfurt exercises its right of withdrawal pursuant to para. 1 and the goods/services to be delivered by the Supplier are non-fungible items within the meaning of Sec. 651 sentence 3 BGB (German Civil Code), Messe Frankfurt shall reimburse the Supplier for the necessary expenses incurred up to the time of withdrawal, up to a maximum of 90% of the agreed price, unless otherwise agreed with the Supplier.

- 15.6 Any statutory rights of termination and/or withdrawal of the parties shall remain unaffected.

16. Liability of Messe Frankfurt

- 16.1 Messe Frankfurt will not be liable vis-à-vis the Supplier for personal injury, property damage or other damages caused on the premises of Messe Frankfurt, associated parking spaces, its exhibition halls, or its other buildings. Furthermore, the following shall apply: In the event of breach of material contractual obligations (cardinal obligations), Messe Frankfurt's liability in cases of ordinary negligence shall be limited to the foreseeable damage typical of the contract. This also applies for indirect damages and consequential damages. The liability for simple negligence is excluded for other damages. This also applies for indirect damages and consequential damages. The above provisions shall also apply to liability for legal representatives, vicarious agents and other auxiliary persons of the Parties.
- 16.2 Messe Frankfurt's liability for damage resulting from injury to life, body or health shall remain unaffected. The above provision shall also apply to liability for legal representatives, vicarious agents and other auxiliary persons of the Parties.

17. Ownership and rights of third parties

17.1 The Supplier shall guarantee Messe Frankfurt that the delivered goods/performed services are its sole property, in particular that they are not subject to any retention of title by third parties.

17.2 The Supplier warrants that it can effectively grant the rights specified in the agreement documents. The Supplier also warrants that the work results are free of third-party rights which could preclude the contractual granting of rights. In addition, the Supplier warrants that no personal rights are infringed by the use of the work results under this Agreement. The Supplier shall indemnify Messe Frankfurt on first request from all third-party claims, in particular claims that may be raised against Messe Frankfurt arising from infringements of property rights and/or personal rights violations in connection with the exercise of the contractual rights. The release from liability also includes the reimbursement of costs that Messe Frankfurt incurs or has incurred through prosecution/legal defense, if necessary also through use of patent attorneys. Impairments of contractual rights and/or legal risks becoming known to the Supplier must be promptly communicated to Messe Frankfurt. In addition, the Supplier is obliged to cooperate to the best of its ability to ensure that the third party (holder of the right) gives the necessary consent to the delivery, installation, commissioning, use, resale etc. of the delivered goods/performed service.

18. Ownership and Copyright, Retention of Title and Confidentiality

18.1 Insofar as Messe Frankfurt makes (advertising) materials available to the Supplier for the performance of the contractually agreed service, Messe Frankfurt shall grant the Supplier the simple right to use the materials made available for the contractually agreed purposes during the term of the contractual agreement. Apart from adaptation to the respective display method, any processing requires the prior written consent of Messe Frankfurt. These materials may not be made accessible to third parties (e.g. subcontractors of the Supplier) without the prior consent of Messe Frankfurt, unless this is necessary for the manufacture of the goods to be delivered and/or the provision of the service due. Messe Frankfurt may reject the inclusion of the performance by third-parties. The Supplier shall store the materials securely in accordance with the current standard, so as to prevent unauthorized access and misuse and to ensure that Messe Frankfurt's property rights are not impaired by mixing, combining, processing or alteration in accordance with

Section 946 et seq. of the German Civil Code (BGB). Once the order has been processed by Messe Frankfurt, the materials shall be returned free of charge without demand or the corresponding files shall be securely deleted in accordance with the state of the art; they shall be kept secret from third parties for an indefinite period of time, insofar as this is legally permissible and the Supplier has not already demonstrably been aware of them or become aware of them, without violating an obligation to secrecy.

18.2 If Messe Frankfurt provides the Supplier with parts, it reserves title to them. Processing or conversion by the Supplier shall be carried out for Messe Frankfurt. In the event of processing or mixing, Messe Frankfurt shall acquire title of the new object in proportion to the value of the object of Messe Frankfurt to the other processed objects at the time of processing.

19. Use and modification of the planning and the delivered goods/services

19.1 Unless otherwise agreed in writing, the exclusive, transferable and sub-licensable right of use and exploitation without limitation in space, time and content for the respective work results (in particular, but not limited to, planning, ideas, drafts, designs, intermediate results, concepts, documentations, diagrams, photos, graphics, texts etc.) passes to Messe Frankfurt for all work services individually rendered for Messe Frankfurt upon acceptance, for all services individually rendered for Messe Frankfurt with the provision of the service, in all known and unknown types of use and exploitation. In other respects, the non-exclusive right of use without limitation in space, time and content for all work results of the Supplier which it has provided under the Agreement, but not individually for Messe Frankfurt (e.g. manual), shall pass with the acceptance or performance, in all known and unknown types of use. The simple right of use may also be exercised by undertakings affiliated with Messe Frankfurt in accordance with Sec. 15 of the German Stock Corporation Act (AktG) and the corresponding transfer and/or sub-license to them. To the extent ownership to the work results can be established, this shall accrue to Messe Frankfurt. If the Supplier relies upon third parties (e.g. architects, engineers, other subcontractors) to execute the Agreement, it will, if possible, acquire the rights in accordance with the foregoing provisions and transfer them to Messe Frankfurt. If a rights acquisition in the aforementioned scope is not possible in individual cases, the Supplier shall explic-

itly notify Messe Frankfurt of this in its bid and provide the license terms of the third party to Messe Frankfurt in their entirety. If the license terms of the third party are not disclosed and not incorporated in this Agreement, the usage rights agreed here shall apply exclusively. Messe Frankfurt may reject the inclusion of the third-party performance. There exists no obligation to name the author of the work results.

19.2 The above provisions shall also apply if the contractual relationship ends prematurely, for whatever reason. Any withdrawal rights and their legal consequences shall remain unaffected.

20. Assignment

20.1 Claims of the Supplier against Messe Frankfurt may only be assigned without the consent of Messe Frankfurt if the assignment includes all claims existing in connection with an order number (cf. Section 2.3). Partial assignments shall only be effective against Messe Frankfurt with the latter's written consent. Messe Frankfurt's consent shall be deemed to have been granted if the Supplier has granted its supplier an extended reservation of title as part of the ordinary course of business.

20.2 An assignment shall not become effective vis-à-vis Messe Frankfurt until the Supplier and the new creditor have informed Messe Frankfurt in writing.

20.3 Sec. 354a of the German Commercial Code (HGB) shall remain unaffected; in this case Messe Frankfurt may make payments to the Supplier with discharging effect in accordance with Sec. 354a sentence 2 of the (HGB).

21. Vicarious agents

21.1 The Supplier will assign all subcontractor services to particularly experienced and efficient entrepreneurs. The commissioning and use of subcontractors requires the prior consent of Messe Frankfurt. Messe Frankfurt is entitled to refuse individual subcontractors for good cause. Subcontractors and suppliers of the Supplier are his vicarious agents and assistants.

21.2 The Supplier shall oblige the subcontractors to continue to work for Messe Frankfurt in the event that the Supplier ceases to exist or this agreement is terminated, subject to the proviso that the Supplier is responsible for the future obligations arising from the subcontractor agreement, however the subcontractors are not being entitled to raise any objections against Messe Frankfurt's relationship with their Supplier.

22. Cooperation between the contracting parties

- 22.1 Each contracting party shall appoint for the other party a competent person authorized and empowered to bring about the decisions relating to the provision of the agreed services.
- 22.2 The Supplier's contact person shall receive from Messe Frankfurt all texts, documents, information and data in the agreed data format that are required for the provision of the services and are available to Messe Frankfurt, unless they are otherwise accessible to the Supplier. If the Supplier considers the information to be insufficient, it shall notify Messe Frankfurt thereof without delay.
- 22.3 Insofar as the Supplier's services also include the preparation or revision of training documents, the Supplier shall use such documents only after their approval by Messe Frankfurt within the framework of a training course commissioned by Messe Frankfurt.
- 22.4 The Supplier shall not advertise, offer or sell its own resources, media, training documents or other services without the express written consent of Messe Frankfurt.

23. Confidentiality, data protection, information security

- 23.1 The Supplier shall treat the results as well as the knowledge and experience, documents, tasks, business transactions or other information acquired by it from and about Messe Frankfurt in the course of providing the services, as well as the conclusion of the agreement and the results confidentially, even beyond the duration of the contract, and shall not make them accessible to third parties, unless the Supplier has consulted these third parties for the performance of the agreement. The aforementioned confidentiality obligation shall not apply if the above information has become public knowledge according to statutory provisions or if Messe Frankfurt has agreed in writing to its disclosure in individual cases. The Supplier shall use this information exclusively for the purposes necessary to perform the services.
- 23.2 The Supplier shall take suitable measures to back up data and protect its IT systems against programs with a damaging function (viruses) and access by unauthorized third parties, so as to adequately protect information received from Messe Frankfurt and the results of the data processing against loss, alteration, forwarding or access by unauthorized third parties.

- 23.3 To the extent that the Supplier gains access to personal data during the provision of services, the Supplier shall observe the statutory provisions on data protection and enable Messe Frankfurt to obtain information on compliance with them. If, in accordance with the ordered item, data protection regulations require the conclusion of a commissioning data processing agreement or if this is expedient, the Supplier shall conclude a corresponding agreement with Messe Frankfurt as per the model of Messe Frankfurt. The Supplier shall obligate its employees and freelance collaborators in writing to comply with the provisions of this Sections 23 and shall also impose an obligation corresponding to this Section 23 on those third parties engaged for the provision of the services.

24. Place of performance, place of jurisdiction

- 24.1 The place of performance for the services of both contracting parties shall be the agreed place of delivery or performance. Notwithstanding this, the place of performance for the payments to be made by the commissioned company shall be the registered office of the commissioned company (e.g. Messe Frankfurt GmbH).
- 24.2 If the Supplier is a merchant, Frankfurt am Main shall be the exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship.

25. Choice of law

The law of the Federal Republic of Germany shall apply exclusively, also in legal transactions with foreign suppliers, excluding international sales law.

26. Other Provisions

- 26.1 Amendments to this Agreement must be in written form. This also applies to this written form requirement.
- 26.2 Finding a provision of these General Terms of Purchase to be invalid or unenforceable, now or in the future, will not invalidate its remaining provisions. The invalid or unenforceable provision must be replaced by one that is valid, enforceable, and comes closest to the economic purpose pursued by the original provision. The same applies to the supplementary interpretation of the contract.