

Without prejudice to mandatory statutory provisions, all agreements between KitzKongress (hereinafter referred to as the Lessor) and the Lessee for the purposes of the event are bound by the following conditions.

1. Scope

- The scope of the Lessor's authority is exclusively limited to the contractual events as per period and objective as noted in the Service Agreement. Any disclosure to third parties is only permitted in the granting of exhibition space and requires the express consent of the Lessor.
- Unless that the Contract does not encompass an agreed exclusive or overall lease of the event premises, traffic congestion from visitors and guests may be especially expected in the foyer and entrance areas. These in no way undermine the lessee's rights of use and are explicitly accepted by him.
- The Lessee is to inspect the premises upon takeover thereof and ensure that they meet the conditions agreed upon, and any discrepancies should be reported immediately, subsequent complaints shall be ignored.

2. Scope of services

- **Wi-Fi (Wireless LAN):** The Lessee shall enjoy free internet access via Wi-Fi (included in the rent) throughout the entire expanse of the KitzKongress in Kitzbühel. Wi-Fi access shall be accorded by the Lessor / event organizer to all registered delegates. Adherence to the extant terms of use agreed upon by the Lessor and the Lessee remain a pre-requisite. The Lessor/event organizer shall provide the Lessee with information enabling access to the network upon conclusion of the contract, and it then become incumbent on the Lessee/event participant to inform every other delegate of same. Delegates may only obtain access to the internet with this information. The Lessor's obligation, as an internet provider, requires the identification of each delegate due to regulatory provisioning because collective internet access accounts are legally precluded. Moreover, all current valid legal provisions are in force. The Lessee / event delegate as well as users shall accept the terms of use of "Wireless LAN-Kongress" of KitzKongress upon registration (entry of user name and password). The Lessor / event organizer is liable for the Lessee as per Point 12 of these Terms.
- **Use of the conference area.** In accordance with the provisions of this contact, the Lessee may enjoy the exclusive use of the spaces provisioned in the service schedule, and these include (parking places, technical equipment,..).
- **Use of common areas:** The Lessee may enjoy no exclusive use of common areas, as these areas are simultaneously available to delegates of other conferences/events. Notwithstanding, the delegate and its representatives always have the right to enter the grounds of the exhibition.
- **Use of extraneous services:** Use of extraneous services not covered in the basic service schedule is not covered by this contract, and must be arranged and financed independently but always with the Lessor's written consent. The Lessor waives all liability arising there from, e.g. costs arising from the recruitment of supplementary technical personnel or cloakroom/cleaning attendants and appends these to the Lessee's expenses (as per the appurtenant schedule).

3. Modifications and decorations

- Modifications to seating or general arrangements as well as changes to the overall appearance and/or equipment of the premises are to be agreed with the event organizer at least one week prior to opening. Subsequent supplementary expenses are to be borne by the Lessee.
- Decoration of the exhibition premises, access ways and other areas of the exhibition with plants, garlands, banners, advertisements, embellishments, posters or tapestries and the like by the Lessee or any third party must occur strictly with the Lessor's consent. The Lessee is to bear any expense associated with restoration to the original condition as well as cleaning/repair of damages arising from these embellishments. Objects that are not removed within the agreed period shall be disposed of/stored at the expense and risk of the Lessee.

4. Security

- Open flames and combustible liquids or materials in the entire exhibition premises and open areas are strictly forbidden. The use of candles, oil lanterns etc. as stall ornamentation may only occur with the consent of the Lessor. The placement of liquid gas (propane/butane) and other pressurized containers is generally forbidden.
- Any prepared installations, decorations, equipment and scenery etc. may only be erected and used by the Lessee upon the express consent of the Lessor. Even in such an instance, only fire resistant or legally recognized non-flammable materials and state-of-the-art impregnating agents may be used in such objects.

Easily inflammable material (e.g. paper, wood shavings, straw and mulch etc.) are generally forbidden; materials intended for decoration must fall within the B1, Q1 and TR1 flammability classifications. Decorative objects must be placed beyond visitors' reach, in such a way that they cannot come in contact with residues from cigarettes, cigars or matches. Beyond adherence to the requisite permission from authorities, pyrotechnical displays require the express approval of the Lessor. The Lessee shall always be liable for every legal requirement in his decorative intentions.

- Emergency exits, fire alarms, hydrants, smoke vents, electrical distribution and fuse boxes, telephone switching centers and heating/ventilation equipment shall always remain unobstructed and undisguised.
- The Lessee is obliged exclusively to employ technically qualified personnel in the performance of tasks. The technical and electrical facilities of the exhibition complex may only be serviced by the Lessor's personnel.
- It is incumbent upon the Lessee to obtain and produce the requisite official, private and proprietary permissions punctually, and to observe these during the exhibition. All administrative regulations are to be followed at all times. In this regard the Lessor waives all liability, and shall be indemnified by the Lessee to all and sundry.
- It is incumbent upon the Lessee to ensure that the Lessor has enabled free entry at all times to the event premises to all official bodies, representatives and personnel authorized by the Lessee, both during and after the event.
- The Lessee is obliged to nominate a responsible contact person during the entirety of the exhibition. The Lessor may employ supplementary staff at the end of the event and pass on their costs to the Lessee.
- In the event of violation of legal provisions, e.g. child-welfare, the Lessor is entitled to invite law enforcement authorities and bar further attendance by visitors and guests on his premises, and/or even to take specific measures against the Lessee's employees. In the event of grievous disregard of safety regulations, the Lessee is unconditionally obliged to annul participation at the exhibition. There shall be no recourse to claims for compensation.

5. Payments

- Both payments and bank guarantees are due on the agreed date, and invoices payable within 14 days of receipt without any penalty. Payment default invokes the legal interest on arrears of the amount payable as agreed.
- The Lessor reserves the right to demand up to 100% of the contractual sum in advance. Late payment or delayed bank guarantee shall be considered as a payment default.
- Materials for stands and installations provided to the Lessee on request are to be calculated in accordance with the prevalent tariff, as is the case with every expense incurred by the Lessee on services not covered by the service contract, inclusive of extended staff recruitment.
- The operational duration of each day of the exhibition is calculated at 12 hours and commences on handover of the leased premises. A supplement of 10% on the basic tariff is due on each hour commenced thereafter.
- Calculations of sundry preparatory and cleaning expenses are reserved.
- The (night) surcharge for all staff (technicians, cleaning & reconstruction staff) on work days between 8:00 p.m. and 6:00 a.m. and also on Sundays and Bank holidays is + 100%.

6. Third-party service providers

- The introduction of any third-party technology/equipment by the organizer requires the prior consent of K3 Kitzkongress. An event technician from the K3 KitzKongress must be present as a supervisor for the entire event, including assembly and dismantling and costed appropriately, the costs for this technician are not included in the rental fee, but are charged according to the price list and any extra effort involved.
- The entire event technology of the K3 KitzKongress is handed over in a technically perfect condition and ready to use. If third-party service providers make changes to the system, they must be reset to their original condition after the event. If this does not happen, the necessary repairs are calculated depending on the scope, but at least with five event technician hours according to the valid price list.
- Insofar that the Lessor is contractually obligated to third-parties; these expenses shall be transferred onto the Lessee. The Lessor is entitled, but not obliged to balance or collect, any corresponding expense against/from the Lessee. The Lessee is obliged to indemnify the Lessor against any possible claims from a third party.

7. Stewarding

- In the event of large exhibitions, the Lessee may lodge a request for supplementary stewards from the Lessor in advance; and these are to follow the instructions given by the lessee's subordinates. The authorities are to rule whether further forces (e.g. police, construction department representatives, the fire department or rescue and medical services) are required; the Lessee is entitled to these services even in the absence of such a directive. The consequential expenses there from are to be met by the Lessee in situ.
- The Lessee is liable to uphold the Tyrolean regulations regarding exhibitions vis-a-vis the Lessor. The Lessor is not liable for damages arising from any onus and is indemnified in each and every claim by the Lessee.
- The Lessee is fully cognizant that the cloakroom is leased without staff. Any damage or claim arising here becomes the exclusive liability of the Lessee and all precautionary measures are to independently initiated.

8. Catering

All catering services for any event are to be performed by sub-contractors employed by the Lessee, unless otherwise stipulated by the Lessor in writing. Prior consent from the Lessor is required in any event where food or drink is imported.

9. Photography / data protection

- 9.1 The Lessor reserves the right to use drawings and photographs etc. of the event (people / constructions) either for his own aims or general press release
- 9.2 The Lessee, in signing this agreement, consents to the publication of event dates either on posters and calendars, electronically or in sundry catalogues including exhibition statistics (e.g. Austrian Congress Statistics) for the purpose of census gathering in accordance with §18 (1) § 7 (1) 2 DSG (Data Protection Act).

10. Premature contract termination

The Lessor is, without further notification, entitled to dissolve the contract, when:

- the Lessee has not remitted the rent punctually;
- the Lessee has neglected to provide contractual proof of having complied to obligations;
- facts become known or certainly recognized by the Lessor that the projected event would contravene existing regulations and agreements;
- there is an anticipation that the forthcoming event may lead to a disruption of public order and safety;
- KitzKongress cannot place the contractual premises at the disposal of the Tyrolean Chamber of Commerce owing to force majeure or some other reason;
- the Lessee is in more than 30 days payment arrears in a prior contract.

11. Cancellation

- An explicit or implicit withdrawal from the contract by the Lessee triggers cancellation penalties and a liability to compensate the Lessor for expenses arising there from, namely withdrawal up to 18 months prior to due date of opening: 25%, up to 12 months prior to opening: 35%, up to 9 months prior to opening: 50% and 100% of the contractual leasing fee plus statutory VAT thereafter. The contract fee is calculated on the basis of the total sum and is levied in full in every case.
- Cancellation is decisively calculated from the date of receipt of notification of such by the Lessor. The Lessor is entitled to view a 14 day payment arrears, or that which had been contractually stipulated, as a tacit withdrawal by the Lessee.
- The statutory contract fee is 1% (in accordance with Fees & Duties Act 1957); as soon as the contract is signed and in the event that the contract is then cancelled, this cost is to be borne by the tenant/client.

12. Liability

- The Lessor warrants that contractual services and further liabilities and guarantees are not transferred. Moreover, legal liability provisions apply, and beyond the jurisdiction of the Consumer Protection Act, liability is limited in every case to acts of intent or gross negligence.
- The Lessee is liable for
 - a) damage to the building or its inventory that may arise from the event;
 - b) damage occasioned to people and articles by the introduction and assembly and dismantling of objects;
 - c) any consequences arising as a result from exceeding the maximum permissible number of visitors;
 - d) all consequences arising from an insufficient manning of stewards, insofar as this had been arranged by the Lessee;

e) all accidents arising from its own staff and/or artists and contributors, employed by the Lessee, not observing police safety ordinances or regulations pertaining to events during preparation or the event itself;
f) damage caused by visitors or guests to the event that may always be expected to be detrimental, particularly exceptional wear in accessible areas and to facilities and installations;
g) all additional services ordered on behalf of exhibitors and commercial partners within the framework of a contingent liability.
h) Wi-Fi use by the Lessee/event organizer: The Lessee/event organizer shall be liable to the Lessor for any unlawful use of Wi-Fi by individual delegates as defined in the provisions of the User Agreement.

- The Lessor is neither responsible for the behavior of visitors to the event, nor for the loss of objects prior, during or subsequently or in connection to the event, and particularly garments that have been brought and other items in the cloakroom.
- Insofar as employees of the Lessor are provided merely as a convenience and are excluded from due contractual obligations (e.g. loading dock and transportation duties etc.), and therefore such services are availed at the sole risk of the Lessee.

13. Costs

All associated costs, fees, taxes and sundry expenses relating to the establishment and execution of this contract shall be at expense of the Lessee and appear in a financial statement.

14. Final provisions

- Any challenge to this contract due to errors or similar legal institute is proscribed.
- Any agreements deviating from this contract, including consent to the Lessee's intended operations and activities are only valid when they are made in writing and confirmed by the Lessor.
- Declarations of the last known addresses of both the Lessor and the Lessee and his designated contact persons have effectively been submitted.
- The Lessee is to lay any possible claim against the Lessor within three months after the event, failing which they shall be considered overdue and time-barred.
- This contract is exclusively subject to Austrian Law, with adjudication and jurisdiction in Innsbruck.

Innsbruck,

KitzKongress GmbH
Wilhelm-Greil-Straße 7
6020 Innsbruck

Lessee

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