Messe Berlin General Terms and Conditions of Participation

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§ 1 Scope; definitions

1.1 These Messe Berlin GmbH General Terms and Conditions of Participation (hereinafter referred to as **"GTP"**) apply to all events, trade fairs and exhibitions (hereinafter referred to as **"Events"**) organised by Messe Berlin GmbH of Messedamm 22 in 14055 Berlin, Germany (hereinafter also referred to as **"MB"**). They form part of the Participation Agreement MB enters into with its contracting partners for their participation as Exhibitors in an Event.

1.2 These GTP apply in addition to and in conjunction with the Specific Terms and Conditions of Participation of each Event (hereinafter referred to as **"STP"**), other Event-specific guidelines and the technical guidelines of the respective Event grounds (the **"Technical Guidelines"**), the house rules and Part A of the Fire Regulations (hereinafter all collectively referred to as the **"MB Terms of Business"**). Please refer to the download section of the website for the respective Event, or to **https://www.messe-berlin.de/en/**, for the current version of the MB Terms of Business as updated from time to time. The Exhibitor is responsible for and shall ensure that all persons it employs at the Event, all Co-Exhibitors it registers and all other vicarious agents [*Erfüllungsgehilfen*] it may use are also familiar with the obligations they have under the Participation Agreement to be entered into. This responsibility also applies to Exhibitors who act as organisers of a joint exhibition stand and, in that capacity, apply for a joint stand at an Event. If there is any conflict between the provisions of the MB Terms of Business, the provisions of the STP, the Event-specific guidelines, the Technical Guidelines, the house rules and Part A of the Fire Regulations shall take precedence over these GTP in the order listed herein.

1.3 Unless otherwise indicated in the STP, MB acts as organiser of each Event.

1.4 The **"Exhibitor"** as defined in these GTP is the company in whose name the binding registration for an Event is made (for further details about Co-Exhibitors and joint exhibition stands, please refer to clause 4).

1.5 General terms and conditions of business, terms of purchase or terms of order of the Exhibitor which add to, very from or conflict with the terms herein will only become part of the contract to the extent that MB has expressly agreed to them in text form.

1.6 Exhibitors can order a variety of additional products and services (e.g. stand construction services, water and electricity connections, W-LAN, etc.) to make their participation in an Event a success (hereinafter collectively referred to as **"Supplementary Services"**); these products and services are available through the web shop MB operates (the **"Web Shop"**) or through MB's online exhibitor portal (the **"Exhibitor Portal"**). They are offered either by MB or by third parties, on the terms applicable to orders placed through the Web Shop or the Exhibitor Portal, respectively.

§ 2 Registration for participation in an Event

2.1 Registration for participation in an Event as Exhibitor is through the Exhibitor Portal during the appropriate registration period. The Exhibitor may arrange for a third party to represent it during the registration. The registration process is only complete when all necessary details have been entered into the Exhibitor Portal and the Exhibitor has clicked on "Submit binding registration".

2.2 The registration period is as stipulated in the STP. MB reserves the right to reject registrations that are incomplete or are received late by MB.

2.3 By submitting its registration for an Event, the Exhibitor confirms to MB that it is seriously interested in participating in it as an Exhibitor. If the applicable STP so provide, MB shall have the right to charge the Exhibitor a registration fee as lump-sum compensation for the expenses already incurred upon its registration (in respect of data recording, planning the layout of the exhibition floor, etc.). The registration fee will be applied in full towards the "Participation Fee" (as defined in clause 5.1 below) that will be payable at a later point.

2.4 The Exhibitor will receive an email confirmation of receipt of its registration, which shall not constitute acceptance to the Event as described in clause 3.

2.5 In addition, the Exhibitor may receive another interim notice, confirming that the goods and services notified, in principle, fit within the list of goods and services to be presented at the Event concerned. This interim notice does not either constitute acceptance to the Event as described in clause 3.

§ 3 Acceptance; exhibition stand location; Formation of Contract

3.1 The decision on the acceptance of the Exhibitor to an Event shall be made by MB at its reasonable discretion, taking into account the purpose of the Event concerned and the available resources. A further reaching right to being accepted to an Event does not exist. Acceptance is non-transferable and applies only to the specific Event, Exhibitor, exhibits, display spaces and services registered and specified in the acceptance notice. MB shall have the right to exclude exhibits from the acceptance to an Event or to attach conditions to their acceptance, in particular if they do not fit into a specific category of goods or services. Exhibits and services other than those registered and accepted for an Event will not be allowed to be displayed.

3.2 Taking into account the type and size of exhibition stand chosen, MB will provide the Exhibitor with a proposal through the Exhibitor Portal for the location and size of the display space to be made available to the Exhibitor (hereinafter referred to as the “Stand Location Proposal”). The Exhibitor will be notified by email as soon as the Stand Location Proposal has been made available for it on the Exhibitor Portal. MB shall prepare the Stand Location Proposal at its own discretion, taking into account the information provided by the Exhibitor and its own needs and possibilities. The Exhibitor has no right to a specific location or size of exhibition stand. MB advises Exhibitors that adjoining display spaces and the number of the stand allocated to an Exhibitor are subject to change until the start of the Event. Moreover, MB shall have the right to move entrances and exits to and from the trade fair grounds and exhibition halls to a different location, or to close entrances and exits, or to make other structural alterations, if necessary for compelling technical or organisational reasons.

3.3 The Stand Location Proposal constitutes an offer from MB to the Exhibitor to enter into the Participation Agreement (the **“Offer to Contract”**).

3.4 If the Exhibitor confirms within the specified deadline that it agrees to the Stand Location Proposal by clicking “Binding acceptance” on the Exhibitor Portal, this shall constitute acceptance of the offer and **“Formation of Contract”** for the provision of the display space and the Exhibitor’s participation in the Event (the **“Participation Agreement”**). The Exhibitor will then receive an order summary on the Exhibitor Portal listing the services the Exhibitor booked.

3.5 The performance of the Participation Agreement is conditional upon the Exhibitor having paid in full all outstanding and due amounts owed to MB and to MB’s subsidiaries MB Capital Services GmbH and Capital Catering GmbH (the “**Affiliated Companies**”). Until all such amounts have been paid in full, MB and the Affiliated Companies shall be entitled to refuse or withhold, in whole or in part, the provision of the exhibition stand / agreed-on space or any rental items, access to and/or participation in the Event, and any other Event-related services. This shall be without prejudice to any further rights and remedies, including the right of termination in accordance with clause 8.1 lit. a).

3.6 If the Exhibitor does not accept the Stand Location Proposal or fails to do so in time, a Participation Agreement will not come into existence. MB may (but is under no obligation to) submit an alternative Stand Location Proposal.

§ 4 Co-Exhibitor(s); joint exhibition stands

4.1 The term **“Co-Exhibitor”** refers to a party who shares an exhibition stand with an Exhibitor, using its own staff and presenting its own offering in addition to that of the Exhibitor.

4.2 Co-Exhibitors can be registered only after an Exhibitor has been registered for participation in an Event as described in clause 2 above and only until the date specified in the STP. MB must be provided with a contact for each Co-Exhibitor. During the registration period, Co-Exhibitors can either be registered by the Exhibitor or register themselves. The Exhibitor shall review all registrations of Co-Exhibitors relating to its own registration for participation in an Event within two weeks of the end of the registration period. Unless the Exhibitor rejects a Co-Exhibitor within two weeks of the end of the registration period, the Co-Exhibitor shall be deemed confirmed by the Exhibitor.

4.3 Co-Exhibitors will only be allowed to participate in an Event if they would be capable of being accepted to it as Exhibitors. If MB denies a Co-Exhibitor participation in an Event, this shall be without prejudice to the validity of the Participation Agreement entered into with the Exhibitor. In particular, MB's denial of a Co-Exhibitor's participation shall not constitute grounds for termination by the Exhibitor.

4.4 The fee payable by the Exhibitor for a Co-Exhibitor's participation in an Event and for other services associated with that Event will be determined by reference to the STP for the Event concerned.

4.5 The Exhibitor shall ensure that its Co-Exhibitors comply with the MB Terms of Business. Notwithstanding any direct claims MB may have against Co-Exhibitors, the Exhibitor shall be liable for fault on the part of its Co-Exhibitors in the same manner as for its own fault.

4.6 If a Co-Exhibitor who has not been duly registered participates in an Event, the Exhibitor shall (in addition to paying the fee for participation of a Co-Exhibitor afterwards) pay a contractual penalty to be determined by MB at its reasonable discretion, not exceeding 20% of the Participation Fee and the amount of which shall be reviewed by a court in the event of a dispute. The right to claim damages beyond that shall not be excluded by payment of the contractual penalty.

4.7 The decision on whether joint exhibition stands are generally accepted and whether a joint exhibition stand is acceptable in a particular case in question shall be made by MB at its reasonable discretion, taking into account the purpose of the Event concerned and the available resources. Either an Exhibitor entering into a Participation Agreement for itself and for the benefit of other Exhibitors or public or private organisation entering into a Participation Agreement for the benefit of multiple Exhibitors may act as organiser of a joint exhibition stand. Each Exhibitor of a joint exhibition stand will be allocated its own display space within the joint exhibition stand and will participate in the Event concerned using its own staff and presenting its own offering at the joint exhibition stand rented by the organiser of the joint stand.

4.8 The Participation Agreement for a joint exhibition stand is formed in accordance with clause 2 and clause 3 between MB and the organiser of the joint exhibition stand, who shall also act as contact for MB. The organiser of the joint exhibition stand shall be under an obligation to incorporate the MB Terms of Business into the contractual relationship with the other Exhibitors participating in its joint exhibition stand. The organiser of the joint exhibition stand and the respective Exhibitor/s participating in it will be jointly and severally liable to MB.

§ 5 Participation Fee

5.1 The participation fee payable for the participation in the Event (the **"Participation Fee"**) comprises the agreed cost of the stand space and/or the complete exhibition stand, the AUMA fee and the obligatory entry included in the media package (see clause 6) plus VAT at the applicable statutory rate. In the case of a package offer, the Participation Fee comprises all services specified in the STP for the Event concerned.

5.2 MB advises Exhibitors that they must book chargeable loading/unloading time slots to be allowed vehicle access to the trade fair grounds for the purpose of installing and dismantling the exhibition stand (see clause 19).

5.3 The cost of the stand rental and/or of the complete exhibition stand is as indicated on the Exhibitor Portal and in the STP for the Event concerned. The AUMA fee is determined by reference to the agreements entered into with the Association of the German Trade Fair Industry [*Ausstellungs- und Messeausschuss der deutschen Wirtschaft – AUMA*] (**https://www.auma.de/en**) and the STP for the Event concerned. The price for the media package is as indicated on the Exhibitor Portal and in the STP for the Event concerned. The prices for the Supplementary Services can be found in the Web Shop.

5.4 Once the Participation Agreement is entered into (see clause 3.4), the Participation Fee will become due and will be invoiced (admission invoice). In addition to the admission invoice, the Exhibitor will also receive a declaratory order confirmation stating the Participation Fee and its individual components. All other services will be settled after conclusion of the Event, usually by issuing a further invoice.

5.5 MB shall be free to sending invoices for its services by post or by electronic means via email, fax or e-invoicing at its discretion. The Exhibitor agrees to receive invoices by electronic means. Alternatively, the Exhibitor may be referred to an online portal where it can access and download its invoices. The specific method of sending invoices shall be at the sole discretion of MB.

5.6 Payments shall be made upon submission of an invoice within the deadline specified therein and shall be made by bank transfer to one of the bank transfers indicated on the invoice, without discount and quoting the customer number and invoice number. If invoices are sent to a third party at the instruction of the Exhibitor, the Exhibitor nevertheless remains liable for their payment.

5.7 Any objections to invoices must be raised within fourteen (14) days by way of a notice in text form to MB, otherwise the invoice shall be deemed accepted. MB reserves the right to charge a processing fee for revisions to invoices that are made for reasons other than fault on the part of MB. Further details about this are set forth in the STP.

5.8 Set-off against claims of MB is excluded if the Exhibitor is a business or a person carrying on a commercial activity, unless the claim of the Exhibitor has been established by a final and non-appealable decision or is undisputed.

5.9 No rights to refuse performance or retention rights may be exercised if the Exhibitor is a business or a person carrying on a commercial activity, unless the claim of the Exhibitor is undisputed, has been established by a final and non-appealable decision or is ripe for decision.

5.10 Claims against MB may not be assigned to third parties.

5.11 In order to secure any claims it may have, MB reserves the right to exercise the lessor's right of lien [*Vermieterpfandrecht*] and, subject to prior notice in text form, to put the items under lien up for public auction or sell them in the open market at the cost of the Exhibitor. MB shall be liable for damage to the items under lien only in cases of intent or gross negligence; in all other cases, the provisions of clause 23 shall apply. In response to an inquiry by MB at any time, the Exhibitor shall be under an obligation to disclose the ownership of all items contributed.

§ 6 Media package

6.1 The Participation Agreement with the Exhibitor usually includes a media package comprising the presentation of the Exhibitor and its Co-Exhibitor(s), if any, at the Event concerned and in the directory of Exhibitors and on the online platforms (website and app) for the Event. This includes at least an obligatory basic entry on the website of the Event and, if such media are kept available at the Event, obligatory basic entries in the printed edition of the exhibition catalogue and/or an app for the Exhibitor. The exact scope of the services to be provided by MB and details of the prices can be found on the Exhibitor Portal and in the STP for the Event concerned.

The basic entry comprises a directory entry for the Exhibitor, whose details are automatically taken over into the app and the printed edition of the exhibition catalogue from its registration for participation in the Event, and further information (e.g. a link to the homepage of the Exhibitor, its social media profiles) the Exhibitor may itself add to its directory entry as it sees fit, the admissible scope of which may vary from one Event to another.

If the Exhibitor registered one or more Co-Exhibitors, their respective basic entries are also part of the Participation Agreement to be entered into with the Exhibitor.

Online availability of the information included in the media package basic entry will be 95% of the Event period. However, this does not include downtimes for maintenance and software updates.

6.2 For the purposes forming the subject matter of the contract, the Exhibitor hereby transfers to MB the non-exclusive worldwide right to incorporate the information, logos, images, texts, advertisements, etc. of the Exhibitor and any Co-Exhibitors made available to MB (hereinafter collectively referred to as **"Data"**) into an app on the Internet pages of the Event or into the printed edition of an exhibition catalogue, to reproduce and distribute them and make them available in public and, if necessary, to edit them for a better viewing experience. This transfer of rights relates in particular also to any copyrights and neighbouring rights, rights to one's own likeness as well as rights in names, titles, trademarks and other marks which may subsist in the Data.

6.3 If and to the extent that one or more databases or one or more database works are created during the term of the term of the relevant Participation Agreement, in particular by compiling Data on a server of MB through activities of the Exhibitor or any Co-Exhibitors that are permitted under this Agreement, MB shall be entitled to all rights in them. MB shall remain the owner of such databases and/or database works also after the end of the contract. This shall be without prejudice to the position of the Exhibitor or any Co-Exhibitor as owner of its Data.

6.4 MB reserves the right to remove Data from directory entries if

a) their content violates any laws, regulations or regulatory requirements, or
b) MB receives credible information that their content infringes the rights of any third party, or
c) their content was criticised by the German Advertising Standards Council in a complaint procedure, or
d) MB cannot be reasonably expected to present the Data. For the purposes of this lit. d), this includes, but is not limited to content and representations that violate the principles of protection of minors and young people, that are in any way discriminatory or offensive or that refer to such content and representations, or that fail to meet the technical and/or quality standards commonly expected for this purpose and therefore pose a more than minor risk of damage to the reputation of MB and/or the Event.

6.5 MB will inform the Exhibitor of any action taken in accordance with clause 6.4 without undue delay. If this is the case, the Exhibitor shall not be entitled to claims for damages against MB based on its non-performance of contractual obligations as a result of that, unless MB takes any of the actions referred to in clause 6.4 on the basis of a grossly negligent or intentional error of judgment.

6.6 The Exhibitor warrants that the Exhibitor or the respective Co-Exhibitor owns the rights transferred and that it is in a position to validly grant the rights referred to in clause 6.3 to MB. Moreover, the Exhibitor guarantees that the Data are free of third-party rights that could pose an obstacle to the grant of rights forming the subject matter of the contract. The Exhibitor guarantees that the use of the Data within the scope of this Agreement does not infringe any moral rights of third parties and in particular that all individuals appearing in images have given their consent to the use of the Data forming the subject matter of the contract. In particular, the Exhibitor and any Co-Exhibitors shall obtain all declarations of consent under data protection law which may be required and shall inform the individuals concerned in accordance with the laws of the European Union and the EU/EEA member states.

6.7 If any third party makes claims on the ground that the use of the Data infringes its rights, the Exhibitor shall indemnify MB on first demand against all third-party claims based on culpable acts, in particular against claims based on infringement of copyrights, moral rights and rights in patents, trademarks, designs and utility models. This includes any costs of legal defence MB may incur. The Exhibitor shall notify MB without undue delay of any impairments of the rights forming the subject matter of the contract it becomes aware of. Before taking any action of its own, the Exhibitor shall coordinate with MB. The Exhibitor shall also be under an obligation to provide full and unrestricted assistance to MB in the defence of the rights concerned.

§ 7 Cancellation by Exhibitor; No-Show penalty

7.1 The rental charge for the exhibition stand, the fee for the obligatory basic entry included in the media package referred to in clause 6 and the goods and services already delivered at the request of the Exhibitor will generally have to be paid for in full even if the Exhibitor cancels its participation in an Event.

If the Exhibitor cancels its participation but its exhibition stand can be let to another Exhibitor, MB will not be entitled to charge the Exhibitor the rent for the exhibition stand. However, MB shall in this case be entitled to charge the Exhibitor an amount equal to 25% of the rental charge originally charged for the exhibition stand as contribution to the costs incurred. The full stand rental must be paid if MB lets the agreed stand space to another Exhibitor but the total area let or the amount of the stand rental is reduced by more than 25% as a result of the cancellation.

The Exhibitor is reserved the right to prove that no such costs were incurred by MB at all or that the costs actually incurred were lower. If this is the case, the Exhibitor shall be liable to pay only such lower costs. MB is reserved the right to make further-reaching claims.

7.2 The agreed rental charge for the exhibition stand, the fee for the obligatory basic entry included in the media package referred to in clause 6 and the goods and services already delivered at the request of the Exhibitor will also have to be paid for in full if the Exhibitor does not make use of the display space until the end of the setup time specified in the STP for the Event concerned (**"No Show"**). In this case, MB shall have the right to make other use of the exhibition stand at its discretion. Apart from that, the Exhibitor shall pay a contractual penalty to be determined by MB at its reasonable discretion, the amount of which shall not exceed 30% of the Participation Fee and the appropriateness of which will have to be reviewed by the court having jurisdiction in the event of a dispute. The right to claim damages beyond that shall not be excluded by payment of the contractual penalty. The Exhibitor shall have the right that the No Show was not due to its fault.

7.3 If a Co-Exhibitor registered by the Exhibitor does not participate, the obligation of the Exhibitor to pay the fee for the Co-Exhibitor shall continue to apply in full.

7.4 The foregoing provisions shall be without prejudice to the right of the Exhibitor to terminate the contract for good cause. Travel restrictions in force in the country the Exhibitor (or the holders of Exhibitor passes) are travelling from and difficulties in re-entering that country or restrictions on entry into Germany shall not be deemed to constitute good cause for this purpose.

7.5 If an overall package comprising, for example, the rental charge for an exhibition stand, stand construction and other services was booked under the contract, 80% of the package price will be charged instead of the stand rental in the event that the participation is cancelled or in the event of a No Show. Clauses 7.1 to 7.4 shall apply mutatis mutandis in this case.

§ 8 Extraordinary termination by MB

8.1 In addition to the cases referred to in these GTP, MB shall have a right of extraordinary termination in the event that Material Contractual Obligations of the Exhibitor are breached, in particular if

a) the Exhibitor fails to pay any amount due under the Participation Agreement and does not remedy such failure within a grace period set by MB; MB shall not be required to grant a grace period where, due to the proximity of the Event and the resulting operational, organisational or safety-related arrangements, it would be unreasonable to expect MB to do so;
b) the display space is not occupied in due time, i.e. until the end of the specified setup time, the stand (i) is not completely set up or (ii) is set up in a manner that differs significantly from the stand design that is commonly considered as representative within the overall character and appearance of the Event;
c) the Exhibitor violates the Technical Guidelines or the house rules and does not stop this behaviour after being given a formal warning;
d) the Exhibitor breaches an obligation under this Agreement to respect the rights, protected legal interests and other interests of MB and MB cannot be reasonably expected to continue to adhere to the contract;
e) if the registered Exhibitor, as a private or corporate entity, no longer conforms to the requirements for granting acceptance, or if MB subsequently becomes aware of any reasons which, they had been known before, would have excluded that person from participation;
f) the Exhibitor infringes material rights or protected legal interests of third-party contracting partners of MB (in particular of other Exhibitors and of visitors to the Event) and MB can therefore not be reasonably expected to adhere to the Participation Agreement.

8.2 The Exhibitor shall notify MB without undue delay if any of the events referred to under lit. e) and f) of clause 8.1 above occurs.

8.3 In the event that the Participation Agreement is terminated by way of extraordinary termination in accordance with clause 8.1, MB remains entitled to receive the Participation Fee. No repayment shall be made in this case. Apart from that, the right of MB to claim damages shall not be affected in the event that it exercises its right of extraordinary termination.

§ 9 Force Majeure and similar exceptional circumstances

9.1 In the event of Justified Exceptional Circumstances (as defined in in clause 9.3) which make it impossible or unreasonably difficult to hold the Event in the planned scale or timeframe, MB shall have the right to choose at its discretion, taking into account the interests of the Exhibitor,

a) to either cancel the Event, as a result of which MB will lose its right to the Participation Fee referred to in clause 5 and any Participation Fee already paid will have to be reimbursed without undue delay; however, the Exhibitor will be required to pay all ancillary and Supplementary Services MB has already provided; or
b) to postpone the Event to another period, in which case the Participation Agreement will apply to the new period unless the Exhibitor objects within 14 days of receipt of the change notice. The Participation Fee will not change if the Event is postponed. If the Exhibitor objects to the postponement of the Event, MB shall lose its right to the Participation Fee and the Participation Fee already paid shall be reimbursed to the Exhibitor concerned without undue delay. However, the Exhibitor will be required to pay all ancillary and Supplementary Services MB has already provided; or
c) to reduce the duration of the Event or to end the Event early if the Event had already started when the event occurred, in which case the Participation Fee shall be adjusted pro rata temporis to the percentage reduction of its duration. However, the Exhibitor will be required to pay all ancillary and Supplementary Services MB has already provided; or
d) to terminate individual Participation Agreement because one or more areas intended to be used for the Event are no longer available for use, or the number of Exhibitors has to be limited, in which case MB will lose its right to the Participation Fee referred to in clause 5 and any Participation Fee already paid has to be reimbursed without undue delay. However, the Exhibitor will be required to pay all ancillary and Supplementary Services MB has already provided.

9.2 Claims for damages of the Exhibitor based on the actions referred to in clause 9.1 above shall be excluded because there is no fault on the part of MB. If and to the extent that there is fault on the part of MB in an individual case in question, the liability of MB shall be governed by the provisions of clause 23.

9.3 The term **"Justified Exceptional Circumstances"** as used in clause 9.1 refers to the presence of Force Majeure or Another Similar Event.

a) **"Force Majeure"** is an external event that was unforeseeable at the time the Participation Agreement was entered into, has no business or personal connection to either of the Parties and does not fall within the sphere of responsibility of either of them that cannot be prevented even with the utmost care that can reasonably be expected. This includes, but is not limited to the following events: natural catastrophes and consequential affects attributable to them, war, terrorist attacks, pandemics, endemic infections, disruptions causing interruptions or massive problems in transport systems, supply chains or telecommunications infrastructure. Force Majeure events also include (but are not limited to) the introduction of legal requirements (e.g. laws or regulations) or actions by public authorities or under public law for which the Parties are not responsible, or strong warnings or recommendations from authorities in relation to it being impossible or not allowed to hold the Event as planned.
b) The term **"Other Similar Events"** as used in the first sentence refers to unforeseeable strikes and lockouts and other interruptions or disruptions of business for which the Parties are not responsible.
c) An event was **"unforeseeable"** within the meaning of clause 9.3 a) and clause 9.3 b) above if, upon reasonable consideration of objective indications, it appeared reasonably likely at the time the Participation Agreement was entered into and with respect to the time of the Event that an event of Force Majeure or Other Similar Event was not forthcoming.

9.4 Moreover, Justified Exceptional Circumstances within the meaning of clause 9.3 are deemed to exist if, upon reasonable consideration of objective indications, it appears reasonably likely at the time the action referred to in clause 9.1 is taken that an event of Force Majeure or Other Similar Event within the meaning of clause 9.3 lit. b. is forthcoming and will occur by the time of the Event. This shall also be deemed to be the case, for example, if Justified Exceptional Circumstances existed previously that have been eliminated in the meantime, but it is to be expected that Justified

Exceptional Circumstances will occur again by the time of the Event (e.g. another wave of infections in a pandemic).

§ 10 Foreign representatives

MB cooperates with a global network of foreign representatives (**https://www.messe-berlin.de/en/company/messe-berlin-worldwide/**) who act as local contacts for exhibiting businesses based outside Germany during and after their acquisition as customers.

Exhibitors based outside Germany and their employees can turn to the foreign representative for their local area for advice and assistance in relation to the Event, their presentation at the Event or their visit to it and in relation to visa matters. The foreign representatives provide supporting information about Events and notifications of opening, supporting and Follow-up Events and about identical and similar products and services from the portfolio of trade fairs of the MB group of companies.

They also conduct surveys for market research purposes. Follow-up Events also include other Events organised or hosted by MB or other companies of the MB Group in Germany and other countries.

§ 11 Construction, dismantling and design of exhibition stand

11.1 The Exhibitor shall be responsible for ensuring that all statutory provisions applicable in Germany and the MB Terms of Business are complied with in connection with the construction and design of its exhibition stand. The Technical Guidelines include the specific requirements of MB regarding the construction of exhibition stands and in particular provisions regarding exhibition stand structures requiring approval. The Exhibitor shall be responsible for ensuring that those of its contracting partners who work for it or are present on site comply with the Technical Guidelines.

11.2 The Exhibitor shall be under an obligation to comply with the times specified in the STP for the setup and dismantling of exhibition stands and of the times stipulated in the Technical Guidelines during which activities causing noise must be refrained from.

11.3 In the event that the Exhibitor

- does not complete the setup of its exhibition stand within the time specified for this purpose, or
- begins to dismantle its exhibition stand before the official dismantling period begins, or
- operates its exhibition stand without staff for a period of over 15 minutes during the official opening time,

MB shall have the right to charge the Exhibitor a contractual penalty to be determined by MB at its reasonable discretion, the amount of which shall not exceed 15% of the Participation Fee and the appropriateness of which will have to be reviewed by the court having jurisdiction in the event of a dispute. The right to claim damages beyond that shall not be excluded by payment of the contractual penalty. The Exhibitor shall be free to prove that the action referred to in this clause is not due to its fault or to the fault of any of its vicarious agents [Erfüllungsgehilfen], in which case the contractual penalty will not be payable.

11.4 All items and decorations the Exhibitor brings to the location of the Event shall be completely removed by the Exhibitor by the end of the agreed dismantling time for the exhibition stand. The disposal of waste generated during the construction, operation and dismantling of the exhibition stand and/or in any other Event areas used by the Exhibitor must be ordered through the ordering or commissioning channels made available by MB, in particular via the webshop within the Exhibitor Portal. If the Exhibitor fails to do so, MB shall be entitled to arrange for such disposal at the Exhibitor's expense. All technical handling and coordination shall be handled only by MB and/or the contractors designated by MB. Any items remaining in the stand space after the end of the dismantling period may be disposed of by MB as waste at a fee, unless such items obviously have a value, in which case they shall be placed in storage at a fee for a period of one month and then realised in the event that they have a value or otherwise destroyed at a fee. The Exhibitor shall in particular also be liable to bear the costs of dismantling and disposal. MB reserves the right to charge a contractual penalty for failure to clear the exhibition stand. In this respect, the provisions of clause 11.3 shall apply mutatis mutandis.

11.5 Services associated with eh planning, construction and design of modular or individual exhibition stands can be ordered via MB Capital Services GmbH. The applicable Terms and Conditions of Business of MB Capital Services GmbH apply (**https://www.mb-capital-services.de/en/**).

11.6 Any additional technical services which may be required, in particular the installation of electricity, water and safety elements, recruitment of local support staff, etc. can be ordered through the Web Shop for additional charges. The terms of use of the Web Shop and the additional terms and conditions for orders set forth in the Web Shop apply. Orders placed by third parties, in particular by exhibition stand construction contractors, in connection with the construction, setup and design of the display space of an Exhibitor, shall be deemed to have been placed in the name and for the account of the respective Exhibitor.

§ 12 Presentation of exhibition stand and products; direct selling

12.1 Each Event has its own concept that is tailored to the respective target group and realised by its particular look and feel. Exhibition stands must fit the overall appearance of the Event concerned. Further details of this are set forth in the STP. MB reserves the right to prohibit the construction of exhibition stands the design of which is inappropriate or insufficient.

12.2 MB may require that the Exhibitor to remove products or prohibit the present services that do not comply with the list of goods on the basis of which the Exhibitor registered, the presentation of which does not comply with the statutory provisions applicable in Germany or which are capable of causing major disruption to the operation of the Event or a risk to the safety of other Exhibitors and visitors, e.g. by odour, noise, bundled or flashing light or by other emissions or by their appearance.

12.3 Exhibitions stands must be occupied by the products registered and accepted for the Event, and attended by qualified staff, throughout the specified opening hours and the entire duration of the Event.

12.4 If products are not intended or not allowed to be offered for distribution across the EU, this must be clearly indicated by the Exhibitor at its exhibition stand. This applies in particular to products which are required under EU Directives and under legislation transposing them into German law (e.g. the German Product Safety Act [*Produktsicherheitsgesetz – ProdSG*]) to be CE-marked by the manufacturer. The Exhibitor may exhibit non-CE products at the Event only if a prominent sign or other notice at the exhibition stand or the product clearly informs visitors that the product will only be placed in the market or commissioned when it complies with the statutory requirements. In Berlin, the Berlin State Office for Occupational Safety, Health Protection and Technical Safety [*Landesamt für Arbeitsschutz, Gesundheitsschutz und technische Sicherheit Berlin – LAGetSi*] for reviewing the validity of CE marks and has the right to prohibit products from being exhibited in the event of a violation.

12.5 Exhibits or services may not be sold to private ultimate consumers (= end consumers as defined in Sec. 13 of the German Civil Code [*Bürgerliches Gesetzbuch – BGB*]) at an exhibition stand (hereinafter referred to as **"Direct Selling"**), unless Direct Selling is expressly permitted under the STP or is allowed under a special rule set forth in text form for individual Exhibitors. In the event that this is permitted or allowed by MB as aforesaid, exhibits shall be provided with clearly legible price tags, and the applicable provisions of the German Unfair Competition Act [*Gesetz gegen den unlauteren Wettbewerb – UWG*], the German Price Indication Ordinance [*Preisangabenverordnung – PAngVO*] (including the indication of a base price, if required) and of the Textile Labelling Regulation shall be complied with.

In the event of violation of the prohibition on Direct Selling, MB may close the exhibition stand also during the opening hours of the Event.

12.6 Advertising of the Exhibitor is allowed only within the exhibition stand made available to it, for the Exhibitor's own company and only for the exhibits or services it produces or offers. For further details about the use of visual, acoustic or moving advertising means and presentations, please refer to the Technical Guidelines.

§ 13 Exhibition certificates

For individual Events, exhibition protection for designs, utility models and trademarks is as a rule applied for in accordance with Sec. 15 of the German Act on the Legal Protection of Designs

[*Designgesetz – DesignG*], Sec. 6a of the German Utility Model Act [*Gebrauchsmustergesetz – GebrMG*] and Sec. 35 of the German Trademark Act [*Markengesetz – MarkenG*]. MB grants exhibition certificates for this purpose which are available on the website for each Event in respect of which exhibition protection has been granted. The completed exhibition certificate is confirmed on site by the management of the Event concerned. An exhibition certificate cannot be issued after the Event concerned or on the basis of photo or video footage.

§ 14 Industrial property rights; GEMA

14.1 The Exhibitor undertakes to present only products and services that do not infringe any industrial property rights of third parties (patents, trademarks and other marks, design rights, utility models) and/or copyrights or copyright-protected rights of third parties and/or do not constitute an unfair imitation of a product of a third party, and not to engage in unlawful advertising on the trade fair grounds. This also applies to any products and services of third parties the Exhibitor presents at its exhibition stand.

14.2 MB is legally required, and therefore has the right, to exclude Exhibitors from an Event (e.g. by not accepting them, revoking their acceptance or excluding them while the Event is in progress) if it is aware of an infringement, informs the Exhibitor of it and the Exhibitor thereupon refuses to put an end to the infringement or does not stop the infringement without undue delay. Moreover, MB shall have the right in this case to inspect the exhibition stand of the Exhibitor participating in a follow-up event or in another Event (hereinafter collectively referred to as “Follow-up Event”) before the opening of the Follow-up Event to check whether infringements are present again. If the inspection reveals infringements and the Exhibitor refuses, despite a formal request, to put an end to the infringement, or if the Exhibitor does not stop the infringement without undue delay, MB shall have the right to exclude the Exhibitor from the Event.

14.3 In determining whether an infringement is present, MB will primarily refer to court decisions (judgments or court orders) given against the Exhibitor in relation to the product or acts concerned. If no such court decisions exist, a lawyer who is familiar with the relevant field of law will be instructed by MB to look into the matter.

14.4 In the event that an Exhibitor is excluded, it shall not be entitled to any claims for reimbursement or damages against MB, unless a product or action was wrongly found to be infringing due to a grossly negligent breach of obligations by MB or due to intent or due to intentional or grossly negligent breach of obligations by a legal representative or vicarious agent [*Erfüllungsgehilfe*] of MB. This also applies if a court decision given against an Exhibitor is set aside by a court decision after the Exhibitor has been excluded from an Event.

14.5 The Exhibitor shall bear all licence fees and/or other fees associated with the distribution of musical or other performances and also undertakes the obligation associated with that to register them in due time with the competent organisations (GEMA, Artists Security Fund [*Künstlersozialkasse – KSK*], etc.). In the event of contravention, the Exhibitor shall indemnify MB against all claims third parties may make against MB on that basis.

§ 15 Catering services

15.1 Catering services on the trade fair grounds shall generally be provided by Capital Catering GmbH in its capacity as MB’s premium partner for catering services (**https://www.capital-catering.de/en/**).

15.2 If the Exhibitor is permitted under the STP for the Event concerned to offer beverages and cooked dishes for consumption on site (including samples) and to install and operate beverage dispensing systems at its exhibition stand, the Exhibitor shall comply with the applicable statutory provisions on its own responsibility; further details about this are set forth in the Technical Guidelines. If a licence under Sec. 12 of the German Restaurant Licensing Act [*Gaststättengesetz – GaststättenG*] is required for the sale of food and beverages, the Exhibitor shall apply for the same to the competent district administration [*Bezirksamt*] of Berlin Charlottenburg-Wilmersdorf.

§ 16 Photography, film and audio recordings

16.1 Rights of MB

a) MB has the right to take photos and to make film and audio recordings on the entire trade fair grounds, in particular during Events. The Exhibitor hereby confirms to MB in

this regard that it agrees to MB making such records and using them without limitation in time or territory. This also includes images of exhibition structures and exhibits to illustrate the topic of an Event.

b) The purpose of such recordings is reporting and advertising in printed and online media and documentation for internal purposes. They may be used for these purposes by way of reproduction and distribution in unlimited quantities and in all forms and media, whether in printed form, on image or sound carriers and/or in digital format. Their permitted use also includes the right of exhibition, performance and making them publicly available.

c) The photographers employed by MB are identified.

d) If images are intended to show an identifiable person and permissions under statute do not apply, MB's photographers shall obtain the consent of the person concerned to the distribution and public display of their likeness and a declaration of consent under data protection law.

16.2 Rights of the Exhibitor

a) Exhibitors may take photos and make film and audio recordings of their exhibition stand for marketing purposes and publish them in online media, provided that the Event and the year in which it took place must be indicated upon their publication. By making use of this right, the Exhibitor confirms that the applicable legal provisions regarding respecting the rights of third parties, in particular regarding copyrights, protection of the image of persons shown in images, the general right to privacy and data protection law are known to it and that it will comply with them.

b) If footage shot by the Exhibitor is intended to show an identifiable person and permissions under statute do not apply, the Exhibitor shall submit the declaration of consent of the person shown to the distribution and public display of their likeness and a declaration of consent under data protection to MB on first demand. In the event that the footage includes adjoining exhibition stands, the Exhibitor shall coordinate with the Exhibitors of the neighbouring exhibition stand and obtain any declarations of consent which may be required on its own responsibility.

c) If any third party makes claims on the ground that the use of the photos and of the film and audio recordings infringes its rights, the Exhibitor shall indemnify MB on first demand against all third-party claims based on culpable acts, in particular against claims based on infringement of copyrights and moral rights. This includes any costs of legal defence MB may incur. The Exhibitor represents and warrants that it will cooperate with MB to defend any claims of third parties.

d) The taking of photos and making of film and audio recordings by the Exhibitor must not disturb the operation of the Event and must in particular not cause any nuisance to the other participants in the trade fair (Exhibitors, visitors, employees, etc.).

e) If it turns out that any of the foregoing representations and any of the conditions for the grant of the licence is not complied with, MB shall have the right to revoke its permission at any time and with immediate effect and to ban the photographer from entering the premises.

f) All other photos and film and audio recordings which go beyond the purpose and scope of the licence shall require the prior approval of MB.

§ 17 Guarding; cleaning

17.1 The guarding and security of the exhibition stand, of exhibits and of any other items located at the exhibition stand shall be the sole responsibility of the Exhibitor. Security guards for the exhibition stand may be provided only by a security service accredited by MB (to be ordered through the Web Shop).

17.2 The Exhibitor shall be responsible for cleaning its exhibition stand. Cleaning must be complete every day before the daily opening hours of the Event begin. If cleaning services are contracted out to third parties, they may be provided only by cleaning services listed by MB (to be ordered through the Web Shop). Further details about this and about the environmental requirements to be observed with respect to the disposal of waste are set forth in the Technical Guidelines.

§ 18 Working/Exhibitor passes; leaving the Event grounds

18.1 Exhibitors can obtain personalised working passes for itself and for the support staff required and actually employed during construction and dismantling through the Web Shop free of charge. These working passes will only be valid during construction and dismantling periods and do not entitle the holder to enter the exhibition grounds during the actual Event.

18.2 For the duration of the Event, Exhibitors will receive a limited number of personalised Exhibitor passes for itself and its employees entitling them to free admission. In the event that an exhibition stand is shared with Co-Exhibitors or a joint exhibition stand is organised, only the Exhibitor or the organiser of the joint exhibition stand will receive the necessary passes. Additional passes which may be required for Co-Exhibitors and/or Exhibitors of a joint exhibition stand and for third-party catering providers can be purchased through the Web Shop. Further details about this are set forth in the STP.

18.3 Passes are issued in the holder's name or must be filled in completely and correctly by the holder. They are not transferable and are only valid in conjunction with an official ID document. Holders must carry them with them throughout the Event for possible checks. Passes must not be passed on to unauthorised third parties. If this is done, MB has the right to charge the Exhibitor the price of a chargeable Exhibitor pass for the period of unauthorised use. The pass concerned will be withdrawn without replacement. MB has the right in this case to exercise its domiciliary rights and to deny the person two whom the pass concerned was issued and the unauthorised third party access to the Event grounds or to ban them from the Event grounds.

18.4 If an Exhibitor pass is lost, this shall be reported without undue delay. If damage is caused due to the fact that such a loss was not reported in time, the Exhibitor shall be fully liable for such damage.

18.5 Exhibitors and accompanying personnel must leave the halls within one hour of the daily closing time for visitors each day, and all vehicles must be removed from the Event grounds by this time. Any persons wishing to leave the exhibition with packages must furnish proof that they are entitled to do so to the security staff at the exits. Packages may be opened by the security staff at the exits to inspect their contents on a spot-check basis.

§ 19 Traffic on the trade fair grounds; obligatory booking of loading/unloading time slots

19.1 In addition to the applicable statutory provisions (in particular the German road traffic regulations [*Straßenverkehrsordnung – StVO*]), the traffic regulations of MB, which are part of the Technical Guidelines, apply on the trade fair grounds.

19.2 The provisions governing vehicle access and security deposits for the trade fair grounds can be found in the traffic guidelines for each Event, which are available on the website of the Event concerned. In particular, MB shall have the right to allocate time windows for specific loading/unloading time slots which must be booked by Exhibitors free of charge through an Internet solution specified by MB before entering the trade fair grounds with vehicles. MB may deny vehicles access to the trade fair grounds if no slot has been booked for the purpose or if the loading/unloading time slot that has been booked is not complied with.

19.3 Exhibiting businesses can purchase parking tickets for parking spaces on the trade fair grounds from MB for the duration of the Event if such parking spaces are available. A parking ticket only entitles the holder to park a vehicle in the specified parking lot, without granting him or her a right to a specific parking space. Further details regarding the purchase of parking tickets are set forth in the STP or the Web Shop.

§ 20 Hygiene and safety concept; animals

20.1 Exhibitors and Co-Exhibitors are under an obligation to familiarise themselves prior to their participation in an Event about the laws, regulations and other orders currently in force in connection with the containment of pandemics and to comply with them.

20.2 Moreover, Exhibitors and Co-Exhibitors shall be under an obligation to comply with the hygiene and safety provisions issued by MB for the Event concerned, in particular with the hygiene and safety concept for the Event (**https://www.messe-berlin.de/en/visitors/general-information/**). In view of the dynamic nature of a pandemic, Exhibitors and Co-Exhibitors acknowledge that MB has the right to adapt the hygiene and safety measures in place to the current legal situation and

they undertake to stay up to inform themselves on an ongoing basis about any changes, in particular through the website of the Event.

20.3 Furthermore, MB shall have the right to make the right of participation in and access to an Event conditional on the fulfilment of health, safety and hygiene requirements (e.g. “recovered” or “vaccinated” status if an Event is to be held under 2G rules) in accordance with the applicable statutory requirements. If MB changes the conditions for participation and access after an Exhibitor or Co-Exhibitor has been accepted and that Exhibitor or Co-Exhibitor is then demonstrably unable for this reason to participate in the Event, the Exhibitor or Co-Exhibitor shall have the right to rescind the Participation Agreement or to cancel its participation, respectively, within 2 weeks of notification of the changed conditions. Any further-reaching claims against MB shall be excluded.

20.4 If it is a requirement under the pandemic rules in force at the time of an Event that all participants in the Event must have been tested negative for the virus concerned, or if other personal restrictions on participation apply to protect participants from infection with that virus, Exhibitors and Co-Exhibitors shall be under an obligation to comply with such rules and with the requirements imposed in this context by MB and to inform their employees and those of their third-party contractors about that. Exhibitors and Co-Exhibitors shall be responsible for ensuring compliance with the applicable hygiene and protection requirements at their exhibition stand. Moreover, Exhibitors and Co-Exhibitors shall ensure that the third-party contractors they commissioned are familiar with the provisions and measures to be observed and that they comply with them. In the event of any violation of the provisions for the containment of the pandemic and/or in the event of non-compliance with the hygiene and safety measures, MB reserves the right to exclude the individuals concerned from participation in the Event.

20.5 Animals are generally not allowed on the exhibition grounds, unless the STP expressly provide for exceptions from this rule.

§ 21 Data protection

21.1 As part of the performance of the Participation Agreement, personal data of data subjects (in particular employees, participants, sponsors, speakers, service providers, etc.) may be processed within the meaning of the EU General Data Protection Regulation (hereinafter referred to as the **“GDPR”**). Unless otherwise explicitly regulated, the Exhibitor and MB (hereinafter also referred to as the **“Parties”**) are independent controllers within the meaning of the GDPR with respect to the processing of personal data in connection with the performance of the contract.

21.2 In other words, each Party is alone responsible for the lawfulness of the processing of personal data with respect to its tasks stipulated in the contract and for complying with all applicable statutory provisions on data protection.

21.3 Where a Party transfers personal data to the other Party, it represents and warrants that (i) it collected such data lawfully and is allowed to transfer them to the other Party as part of its performance of the contract, (ii) that it informed the data subjects concerned in compliance with the duties to provide information under applicable data protection laws about the transfer to and processing of their data by the other Party and (iii) the other Party may lawfully process these data within the limits of the intended purpose specified.

21.4 Notwithstanding the notification obligation under Article 19 GDPR, the Parties shall reasonably cooperate, unless this is excluded by law, in the event of complaints from data subjects, in proceedings of supervisory authorities or court proceedings relating to the processing of data and potential data breaches.

If and to the extent permitted by law, either Party shall inform the respective other Party without undue delay of any data breaches, investigations or proceedings of supervisory authorities or any court and of complaints or claims of data subjects to the extent that they concern personal data that were transferred to the other in the context of performance of the contract, and shall cooperate with the other Party as far as necessary to enable the other Party to comply with any obligations it may have under applicable data protection laws.

§ 22 Liability of the Exhibitor

22.1 The Exhibitor shall be liable to MB also for damage caused by its representatives, vicarious agents [*Erfüllungs- oder Verrichtungsgehilfen*] and by the representatives of Co-Exhibitors and Exhibitors of a joint exhibition stand in connection with an Event.

22.2 The Exhibitor shall indemnify MB against all claims third parties may make in connection with participation in the Event, including to the extent that they were caused by its representatives or its vicarious agents. This indemnity obligation also applies to civil fines levied by authorities (e.g. for disturbance of the peace, blocking of rescue routes, violations of anti-smoking legislation) in connection with the Event against MB in its capacity as organiser which are due to the conduct of the Exhibitor.

22.3 The obligation of the Exhibitor to indemnify under clause 22.2 shall not apply where a grossly negligent or intentional breach of duty for which MB is responsible contributed to the causation of damage to property or a mere pecuniary loss and a breach of duty by vicarious agents of MB contributed to the causation of personal injury for which they are responsible.

§ 23 Liability of MB

23.1 Strict liability of MB for damages based on initial defects of the display space made available shall be excluded.

23.2 MB shall be liable for all damage caused by intent or gross negligence of MB, its legal representatives, executives or vicarious agents on whatever legal ground.

23.3 MB shall be liable for damages in cases of simple negligence, subject to limitations of liability by statute (e.g. care and diligence in relation to one's own affairs), only

a) for damage arising from injury to life, limb or health,
b) for damage arising from breach of a Material Contractual Obligation. **"Material Contractual Obligations"** are obligations the very discharge of which is a prerequisite for the proper performance of the contract and on the discharge of which the other Party to the contract can, as a rule, rely. In the event of breach of Material Contractual Obligations, the obligation of MB to provide damages shall be limited as to the amount in cases of simple negligence to the damage foreseeable upon Formation of Contract that typically occurs.

23.4 To the extent that the liability of MB is excluded or limited, this also applies to the vicarious agents and legal representatives of MB.

23.5 The foregoing exclusions and limitations of liability shall not apply in cases of negligent injury to life, limb or health of persons for which it is responsible, expressly guaranteed qualities and in the event of liability under the German Product Liability Act [*Produkthaftungsgesetz – ProdHaftG*].

§ 24 Insurance

MB does not keep insurance cover in place for the exhibiting businesses.

Offers for appropriate insurance cover for exhibits, third-party liability, transport insurance and accident insurance are available on the online portal **https://www.funk-experts.com/trade-fair-and-exhibition-insurance**. The insurance contract shall be entered into by the exhibiting business directly with the relevant insurer.

§ 25 Preclusion periods and limitation periods

25.1 Any claims of whatever kind the Exhibitor may have against MB shall be asserted against MB without undue delay.

25.2 All claims MB may have under the contract and all claims associated therewith shall become statute-barred within six (6) months, unless otherwise stipulated below. The limitation period shall begin to run at the end of the month in which the final day of the Event falls. This shall not apply to claims for damages for injury to life, limb or health, violation of the German Product Liability Act, breach of Material Contractual Obligations and damage caused by gross negligence or intent of MB, its legal representatives or vicarious agents. The statutory provisions on limitation periods and their commencement apply in this regard.

25.3 The limitation period of six (6) months stipulated in clause 25.2 shall not apply if a longer limitation period is prescribed by mandatory law.

25.4 However, the limitation period specified in clause 25.2 shall also apply to extra-contractual claims for damages, unless the application of the normal statutory limitation period (Secs. 195, 199 of

the German Civil Code [*Bürgerliches Gesetzbuch – BGB*]) would result in a shorter limitation period in the individual case in question.

§ 26 Final provisions, place of jurisdiction

26.1 Unless otherwise stipulated, Berlin shall be the place of performance of all obligations arising from the contract with MB.

26.2 The relationships between the Exhibitor and MB shall be governed exclusively by German substantive law.

26.3 The German version shall be authoritative in the application of the GTP.

26.4 If the Exhibitor is a merchant, a legal entity under public law or a separate estate under public law or does not have a general place of jurisdiction in the Federal Republic of Germany, the courts of Berlin or, at the option of MB, at the registered office of the Exhibitor shall have jurisdiction to adjudicate any disputes arising from the business relationship between MB and the Exhibitor. However, in the event that claims are brought against MB, Berlin shall be the exclusive place of jurisdiction in those cases. This shall be without prejudice to any mandatory statutory provisions regarding exclusive places of jurisdiction.

26.5 If any individual provisions of these GTP are or become invalid, this shall be without prejudice to the validity of the remaining provisions of these GTP or the Participation Agreement. The Parties undertake to agree on such other valid provisions in lieu of the invalid provisions as most approximate the economic purpose of the invalid provisions.

26.6 MB is neither obliged by law, nor will it attend a dispute settlement procedure before a consumer conciliation body [*Verbraucherschlichtungsstelle*] as defined in the German Act on Alternative Dispute Resolution in Consumer Matters [*Verbraucherstreitbeilegungsgesetz – VSBG*].