

***General Terms and  
Conditions for the Visitor  
Center, Visitors' Terrace, and  
FRALounge***

## Article 1: Scope

1. Fraport AG, Frankfurt Airport Services Worldwide ("Fraport AG") operates the Fraport Visitor Center in Building 202 as well as other event facilities (the Visitors' Terrace in Terminal 2 and the FRALounge in Building 695) on the premises of Frankfurt Airport in 60547 Frankfurt am Main, Germany. This is done for the purposes of presenting exhibits to the public and providing space for in-house and external events and conferences. Fraport AG makes the event facilities available for contractually agreed purposes and charges fees for their use.

2. The following Terms and Conditions of Business regulate the provision of rooms, event areas, and exhibits of the Fraport Visitor Center and the aforementioned event facilities, including furniture and other objects, for use by the contractual party (hereinafter referred to as "the user") on a fee basis and apply to all associated contractual obligations between the parties.

3. The event facilities are subject to the currently valid version of the Hessian Guideline on the Construction and Operation of Meeting and Assembly Places (H-VStättR).

4. Users' own terms and conditions of business are not applicable unless they have been explicitly acknowledged by Fraport AG in writing.

## Article 2: Conclusion of a Contract

1. On request, Fraport sends the user written information on the contractual terms in the form of a contract. The user then offers to conclude a contract by signing the received copy and returning it to Fraport AG.

2. Fraport AG in turn accepts the offer by countersigning the contract. The contract does not enter into effect unless and until it is signed by Fraport AG. The user then receives a copy of the contract.

3. The requirement that a contract must be in writing can also be met by an electronic message (email).

4. Provisions that deviate from or supplement the contract or these General Terms and Conditions are valid only if they are agreed to by the parties to the contract in writing.

5. If the user is not identical with the event organizer, the user and event organizer are jointly and severally liable to Fraport AG.

## Article 3: Remuneration

1. The total sum due comprises the rent as well as the costs for additional services that are contractually agreed or taken advantage of above and beyond the contract, in particular the use of conference equipment that is described in the confirmation as being subject to a fee, plus the legally applicable value-added tax. This sum is due in full no later than 10 days after the date of the invoice without any deductions. Unless otherwise agreed, Fraport AG may at any time require the advance payment of a sum up to the expected amount of the final invoice.

2. Additional expenditures that are incurred as a consequence of the user having provided incorrect information or inappropriately used the event area will be additionally charged to the user.

3. To the extent that the user exceeds the contractually agreed duration of use, an additional fee will be charged on the basis of the price information contained in the contract concluded between the parties for each hour or portion thereof in excess of the agreed time period, unless Fraport AG is responsible for the difference.

4. The user may only offset a claim of Fraport AG's arising from this contract with an undisputed or legally recognized claim vis-à-vis Fraport AG.

5. In the event of tardy payment, Fraport AG is entitled to demand payment of the applicable statutory interest. Fraport AG's right to compensation for additional damages caused by the delay is not affected by this.

## Article 4: Performance

1. Fraport AG is obliged to provide the rooms and event areas in proper condition for the agreed use for the duration of same.

2. The user may not exceed the number of persons that is agreed in the contract on the planned event. If the user anticipates that the declared number of persons will be exceeded, he or she must communicate this to Fraport AG without delay. In the event that the permitted number of persons for a given area or facility is exceeded, Fraport AG is entitled to close it down. It is also entitled to close the event area if safety and order are at risk. In such a case, claims by the user for compensation from Fraport AG are excluded.

3. Fraport AG will only place those rooms or event areas at the user's disposal that are specified in the contract.

## Article 5: Conditions of Use

1. The user is entitled to use the event area, exhibits, rooms, furniture and other objects and facilities relevant to their use for the purpose indicated in the utilization agreement. Any deviating use requires the prior written consent of Fraport AG. The user is not entitled to conduct any commercial activities within the scope of this use or allow any third parties to use the facilities for commercial purposes.
2. If there are any problems with event areas, furniture, and/or exhibits, objects, or facilities related to their use within the scope of the contract, the user must notify Fraport AG of these by submitting a corresponding report at the time of acceptance. If no complaints are made at that time, the handover is assumed to have proceeded in accordance with the contract. Later complaints are null and void. The only exceptions are defects that have been concealed with malicious intent. Fraport AG reserves the right to inspect the rented areas together with the tenant at the start and end of the rental period.
3. The user only has an exclusive right to use the rooms and event areas that are specifically designated in the contract during the agreed time period.
4. The user must tolerate background noise originating in trafficked areas, and especially noise caused by pedestrian traffic, announcements, and normal airport operations.
5. The user must provide Fraport AG with the name of a person who is the event organizer in the sense of the law. The user must also give Fraport AG the name of a person who will serve as contact for the duration of the contractually agreed use.
6. The user must obtain all official permits required for holding the event at his or her own expense and show them to Fraport AG if requested to do so. The user is responsible for complying with all relevant work safety and security regulations, including work performed by contracted third parties. The Airport User Regulations apply.
7. Rooms and event areas may not be placed at the disposal of any third parties without the prior written consent of Fraport AG.  
The user must treat rooms, and especially exhibits, with all due care and take steps to ensure that no agents of the user or participants in the user's event cause any disturbances that interfere with business operations. Fraport AG has the right to exercise its domiciliary rights in the event of considerable disturbances or an impending risk of harm to persons, rooms, exhibits, or facilities. These domiciliary rights include those to issue instructions to the user and carry out or refrain from taking certain actions as appropriate for preventing the mentioned disturbances.
9. Smoking is prohibited within the entire building, including the event area. The only exception is outdoor areas of the FRALounge that are indicated in the contract as belonging to the event area. The user must take steps to ensure compliance with the rule against smoking by him/her, his/her agents, and the event participants. Violations will be treated as serious disturbances.
10. Seating, furniture, lighting fixtures, and other installations in the rooms may only be used in accordance with the agreements in the contract. Changes to this rule can only be made with the prior written consent of Fraport AG. The user is aware that the provision of seating and designation of escape and rescue routes must comply with the requirements of officially issued permits, and that for safety reasons the user may not make any changes to these.
11. Decorations may only be attached or installed in rooms after receiving prior written permission to do so from Fraport AG. In particular, the user is not authorized to perform any actions that could result in damage to rooms, exhibits, furniture or other equipment or facilities (e.g. by inserting nails or screws, drilling, or gluing).
12. Prior written approval from Fraport AG is required in order for the user or third parties contracted by the user to utilize electric systems or other equipment of their own while taking electricity from the power network of Fraport AG to an extent exceeding the normal scope for a contract of this kind. The user is liable for any resulting disturbances or damage to property of Fraport AG, unless the user is not responsible for them. The user may use telephone, fax, or data transmission systems if permission to do so has been obtained beforehand.
13. The user must ensure that all materials brought in by the user or third parties contracted by the user comply with fire regulations. The minimum requirements according to DIN 4102 B1 apply (corresponding to C-s1, d0 under EN 13501-1). It is strictly prohibited to introduce flammable materials, hazardous materials as defined by the corresponding German ordinance (GefStoffV), explosives, or pyrotechnics. Fire and naked light (i.e. light produced by a flame that is not enclosed in a flameproof enclosure) are not permitted, with the single exception of smoking in the outdoor area of the FRALounge.
14. Staff of or third parties commissioned by Fraport AG may enter the rooms at any time for reasons related to security, safety, or building systems.
15. The user must return the rooms and corresponding facilities in an orderly, clean-swept condition having exercised due care and attention.  
If the user does not return the rooms, event areas, and facilities in a clean and orderly state, if the user or third parties hired by the user leave behind an excessive quantity of trash and waste, or if the user or third parties hired by the user cause any damage, Fraport is entitled – after stipulating a further deadline for remedying the situation but to no avail – to arrange for them to be cleaned and/or repaired and invoice the user for the associated costs.
16. Objects that have been brought in must be removed without delay prior to the return of rooms and event areas. This also applies to objects that have been brought in by third parties at the user's request. If the user fails to meet this obligation, Fraport AG is entitled to remove and store the objects at the user's expense.
17. Deliveries and shipments in connection with the event take place exclusively by and at the risk of the user. It is forbid-

den to interfere with operations or passenger flows. The user is liable for any damage caused to facilities and property of Fraport AG by deliveries and shipments.

## Article 6: Conditions of Use

1. To the extent that the user wishes to serve food and/or beverages within the scope of an event, he or she must of his or her own accord conclude an agreement with the catering company Airport Cater Service GmbH.
2. It is only permissible to use other catering services in exceptional cases after obtaining written permission from Fraport AG.
3. Otherwise the user is only entitled to bring in food and beverages or have them delivered by third parties after obtaining written permission from Fraport AG.

## Article 7: Signs and Advertising

1. If the user wishes to put up signs, this must be discussed and coordinated with Fraport AG beforehand. In such a case, the user is responsible for putting up the signs and must bear the associated costs.
2. It is not allowed to put up advertising signs and/or posters on the airport premises, the fence around the airport perimeter, or facilities of Fraport AG. In the event of culpable violations of this prohibition, Fraport AG is entitled – after requesting the removal of such advertising signs and/or posters to no avail – to have them removed at the contractual partner's expense.

## Article 8: Performance Problems Caused by Force Majeure or Similar Events

1. Fraport AG is freed of the obligation to perform if this is impossible or unreasonable as a consequence of force majeure, evacuations, or similar events.
2. All claims to compensation for damages due to nonfulfillment, and in particular lost profits, are void to the extent that the impossibility of fulfillment is the result of force majeure or similar events.
3. Every situation is regarded as a similar event that is beyond the verifiable influence of Fraport AG and can be neither prevented nor foreseen, not even by taking an extremely sensible approach or exercising the appropriate caution.
4. In a case of force majeure or a similar event, Fraport AG will inform the user while explaining the specific reason and the extent to which fulfillment of the contract is affected.

## Article 9: Cancellation / Withdrawal

1. If the rooms or event areas are not used or are canceled for a reason for which the user is liable, this does not release the user from his/her obligation to pay the fee that was agreed for their use. However, if the user cancels by the following deadlines, the associated payment obligations are reduced as indicated:

- 1a. By 60 workdays before the event, to 40% of the contractually agreed fee for use.
- 1b. By 30 workdays before the event, to 75% of the contractually agreed fee for use.
- 1c. By 7 workdays before the event, to 100% of the contractually agreed fee for use.

Cancellations must be submitted in writing. Whether or not these deadlines have been met depends on when Fraport AG receives a cancellation.

2. Fraport AG is entitled to withdraw from the contract at any time for a good reason. A good reason exists in particular if:

- 2a. Force majeure or other circumstances beyond Fraport AG's control make it impossible to fulfill the contract.
- 2b. There are good reasons to believe that the event could endanger safety or security inside or outside the rooms or event areas of Fraport AG or could harm Fraport AG's reputation.
- 2c. The user exceeds the number of persons agreed in the utilization contract without obtaining Fraport AG's prior written permission.
- 2d. Event rooms have been reserved while providing misleading or false information on essential aspects, such as the event organizer's identity or the purpose for which they are being rented.

3. Fraport AG does not offer alternative or substitute event areas in the outdoor part of the FRALounge in the event that bad weather or disturbances make it impossible to use the initially offered one.

4. Withdrawal from the contract must be in writing (while meeting the requirements of Article 2, No. 3). If Fraport AG withdraws from the contract for good cause, it has no obligation to compensate the user.

If the contractually agreed rental cannot take place due to force majeure, in other words because of an event that is not related to or caused by either of the contractual parties (e.g. war, natural catastrophe, strike, government action etc.), then each contractual party bears all of its own costs and any expenditures already incurred up to that point in time. Claims for compensation against one another are excluded.

## Article 10: Ownership, Copyright, Other Rights

1. The explicit written permission of Fraport AG is required in order to broadcast events via the Internet or make recordings of them for video or film purposes or radio or television transmission.
2. The user irrevocably releases and indemnifies Fraport AG of all claims that may arise from any infringements of third-party rights or laws by the user in connection with the event or associated advertising. This requirement also extends to all costs associated with any justified cease and desist orders, court proceedings, or litigation.
3. The user undertakes to make it quite clear in all publications that that he or she is the event organizer and Fraport AG the facility operator.
4. Written permission from Fraport AG is required in order to use the logo of Fraport AG.

## Article 11: GEMA

1. The user is solely responsible for timely reporting of all protected works to GEMA (the German government-mandated performance rights organization) and payment of the associated licensing fees. Fraport AG may demand that the user provide written proof of having registered the event with GEMA and paid the GEMA fees and/or received a corresponding invoice from GEMA.

## Article 12: German Pension Fund for Artists (Künstlersozialkasse)

1. The user alone is responsible for paying the required fees to the German Pension Fund for Artists (KSK Künstlersozialkasse). Fraport AG may demand that the user present written proof of having paid them.

## Article 13: Reporting and Registration Obligations, Permits, Legal Requirements, Fire Department, Police, and Medical Service

1. The user must comply with all relevant reporting requirements imposed by government bodies and laws, obtain any mandatory permits, and comply with the applicable official and statutory regulations.
2. The user is obliged – if applicable – to apply to the Fire Prevention Department of Fraport AG (AVN-SG1, 60547 Frankfurt am Main) no later than four weeks prior to the start of the event to obtain clearance.
3. If the user fails to meet any of the aforementioned reporting, application, or registration obligations, Fraport AG is entitled to recover the amount of any resulting damages from the user.
4. If the user fails to meet any of the aforementioned reporting, application, or registration obligations, Fraport AG has the right to deny permission for the event to take place. In such a case, the user may not sue for any damages.
5. The user must comply with the most recent valid versions of all relevant regulations and laws that apply when the event is held, in particular the requirements of the Hessian Guideline on the Construction and Operation of Meeting and Assembly Places, the building regulations of the state of Hesse, the German Occupational Safety Act, the German Working Hours Act, the Hessian Law on Holidays, smoking bans, the ordinances prohibiting excessive noise, the German Commercial Code, the German Protection of Young Persons Act, accident prevention regulations including accident prevention regulations of the trade associations, and the Airport User Regulations of Frankfurt Airport.
6. The user may not charge admission and/or sell food, beverages, or goods without first obtaining an appropriate seller's permit from the responsible municipal department (Ordnungsamt).
7. Depending on the event's type and size, if required Fraport AG will directly notify and request action by the local fire department, police, and/or emergency medical services on behalf and at the expense of the contractual partner. The scope of these services depends on the type of event, the number of visitors or participants, the risks typically associated with an event of the planned type, and any applicable official rules and requirements. The user must bear any incurred costs, fees, taxes, and levies.
8. Managing the event is exclusively the user's responsibility; Fraport AG does not act as an event organizer.
9. The operator of the event area is Fraport AG with all associated rights and obligations. After providing instructions on the event area and its facilities, the operator transfers these obligations to the user as the event's holder. As the event's holder, the user must provide the operator in writing with the name and personal data of the individual who has been put in charge of and is responsible for the event.

## Article 14: Liability

1. Fraport AG accepts no liability of any kind vis-à-vis the user for objects of any type that the user takes onto the premises, the facilities used in connection with the event, or the persons that move about on the premises of Fraport AG, unless and to the extent that it is liable as their operator.

2. Fraport AG is liable in accordance with the relevant legal provisions for damages arising from loss of life, injury, or harm to health. In the event of damage to property, financial losses, or reductions in the value of assets that are the result of gross negligence, Fraport AG and its vicarious agents are liable only if an essential contractual obligation has been violated, with the amount of this liability being limited to damages of kinds that are foreseeable and typically associated with contracts of this kind. Essential contractual obligations are such whose fulfilment is essential to the contract and compliance with which the user may expect.
3. In the event of culpable damage to objects covered by the contract, the area used, fencing around the area, or other facilities on the premises of Fraport AG by the user or other persons within the user's sphere of influence such as participants, visitors, vicarious agents, employees or agents, the user is obliged to reimburse the costs that are incurred to Fraport AG for replacing them. It is not permissible to deny liability on the grounds that reasonable care had been exercised when selecting the above-mentioned persons (Art. 831, Para. 1, Sentence 2 of the BGB German Civil Code).
4. The user indicated in the contract is also the holder of the event to be held in the rented rooms. The user is exclusively liable for any claims for compensation in the absence of official or other permits or approvals and is solely responsible for meeting legal requirements. The user therefore releases Fraport AG of any claims brought by third parties.
5. Written permission from Fraport AG is required in order to provide any kind of music, including the use of DJs, bands etc. If this permission is granted, the user must comply with the relevant legal requirements, and especially those on noise control. The user is liable for all costs incurred in connection with complaints made by third parties about noise.
6. The user brings exhibits and other objects into the rooms at his or her own risk. No liability is accepted for valuables, cash money, clothing and other objects brought by the user, the user's staff and agents, any sublessees, other third parties or visitors. During the entire rental period, the user is responsible for monitoring rooms and event areas as well as any objects and equipment that are brought into them.
7. The user is obliged to take out appropriate liability insurance coverage for all risks that may arise from the liability accepted under the contract to the extent that insurable risks are involved, and on request must provide Fraport AG with proof of having done so.
8. In the event of the failure of any fixtures, equipment or systems, malfunctions, or other occurrences that adversely affect the event, Fraport AG is only liable if and to the extent that these occurrences have been demonstrably caused by it, its vicarious agents, or gross negligence on its part.

## Article 15: Data Privacy

1. Fraport AG will use personal data that it receives from the user and processes for managing and preparing invoices in connection with the contract, for customer administration, for surveys, and for marketing purposes only to the extent that the users have provided their consent. It will store these data only for as long as is required for each purpose.
2. Fraport AG will not divulge the user's data to third parties unless this is specifically permitted by the user or Fraport AG hires third parties to implement the measures indicated in point 1.  
In the second case, Fraport AG will conclude a written agreement with each hired company on compliance with its data privacy rules.
3. Personal data will only be divulged to government facilities and authorities within the scope of mandatory legal provisions. Employees of Fraport AG who process personal data are obliged to maintain confidentiality and data privacy.

## Article 16: Final Provisions

1. Changes or additions to the contract on an event or to these general terms and conditions must be in writing. The removal of this requirement must also be in writing. It is sufficient for the corresponding declaration to be submitted electronically (by email) to comply with the requirement of these general terms and conditions that it be in writing.
2. If individual provisions of the event contract, the price list, or these general terms and conditions turn out to be invalid, this will not affect the validity of the rest of the provisions.
3. Frankfurt am Main, Germany is agreed as the exclusive place of fulfillment for commercial transactions.

## Article 17: Dispute Settlement

No use is made of consumer arbitration boards for settling disputes.