

D.LIVE

GENERAL TERMS AND CONDITIONS OF RENTAL

for the rented items:
MERKUR SPIEL-ARENA,
ISS DOME,
Mitsubishi Electric HALLE,
CASTELLO Düsseldorf,
alltours Kino

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Section 1 – Area of application

1. The MERKUR SPIEL-ARENA, ISS DOME, Mitsubishi Electric HALLE, CASTELLO Düsseldorf and the Alltours Kino (hereinafter referred to as utilisation object(s)) are marketed, in part operated and rented out by D.LIVE GmbH & Co. KG (hereinafter referred to as D.LIVE).

2. These General Terms and Conditions of Rental (hereinafter referred to as GTCR) are applicable for all rental agreements concluded between D.LIVE and the tenant concerning the hiring out on a rental basis of the utilisation objects – or parts thereof – stated under 1, as well as of exhibition space, halls and rooms (hereinafter referred to as rented item), the provision of event-accompanying works and services as well as the provision of mobile facilities and structures.

3. Additional and/or conflicting general terms and conditions of the tenant shall only apply if D.LIVE has explicitly recognised them in writing.

4. If the rental agreement or appendices thereto include agreements which deviate from these GTCR, these shall, in all cases, take priority over the corresponding rulings in these GTCR.

Section 2 – Creation of the contractual relation, extensions to the contract.

1. Rental agreements and their extensions with D.LIVE will only be valid if made in writing and with the special aspects stated under 2. The requirement of the written form also applies for cancellation of this written-form clause. D.LIVE will forward two signed copies of the rental agreement plus appendices (offer of contract). Following countersignature, the tenant shall return one copy to D.LIVE (acceptance of contract) within the period for return (deadline for acceptance) stated in the rental agreement. The rental agreement shall apply as concluded in legally binding manner upon receipt of the acceptance of contract by D.LIVE.

2. If extensions or amendments to the contract are agreed within the scope of execution of the contract, the requirement of the written form shall be considered adhered to if the respective declaration is forwarded in electronic form or by facsimile and confirmed by the other party. In cases of requests for media or event facilities at short notice during setting-up or during the event, confirmation shall, as a rule, be via a handover report or delivery note.

3. Reservations and options shall end at the latest upon expiry of the deadline for return stated in the accompanying letter to the contract. As such, there is no need for separate notification to the contract partner.

Section 3 – Contract partner, organiser, event manager

1. If the tenant is not also the organiser (but, for example, an agency), he must name the organiser in writing in the rental agreement and inform him of all main and accessory contractual obligations. The tenant shall remain responsible to D.LIVE for fulfilment of all obligations. In such cases, the organiser shall be a vicarious agent of the tenant. The tenant must accept actions and declarations of the organiser and of the persons appointed by him in the same way as own actions and declarations for and against himself.

2. If the contract does not make reference to any third party as organiser in addition to the tenant, the tenant shall be the organiser and shall therefore be required to implement all

obligations for which the organiser is responsible as per the wording and the content of the rental agreement, the present GTCR as well as the “Safety regulations for events”.

3. The paid or unpaid hiring out of space, halls or rooms – either in part or in full – to third parties by the tenant/organiser requires the prior, written consent of D.LIVE. Consent shall apply as given if the third party is mentioned by name in the contract.

4. In the case of accompanying specialist exhibitions, approval for the hiring out of space to exhibitors (third parties) shall apply as given if the exhibition is described as such in the contract or in a specification and schedule of prices.

5. Prior to the event, the tenant/organiser must inform D.LIVE in writing of the name of a person entrusted with management of the event who will assume the function and duties of the event manager as per the Ordinance on the Construction and Operation of Special Constructions – Part 1 Meeting Locations - (hereinafter SBauVO) for the organiser in accordance with the “Safety regulations for events”.

6. Failure to comply with the obligations of the tenant/organiser under these GTCR can result in restriction or cancellation of the event.

Section 4 – Rented item

1. The hiring out of the rented item will be on the basis of the officially approved escape-route and seating plans with fixed visitor capacity and for the purpose stated by the tenant. The precise designation of the rented item, of the maximum visitor capacities and of the utilisation purpose will be set out in writing in the rental agreement or as an appendix thereto. If no information is provided on visitor capacities, the tenant/organiser can inspect the existing, approved escape-route and seating plans at any time subject to indication of his event planning. In all cases, the tenant must ensure that under no circumstances are more visitors admitted to or more tickets circulated for an event than the visitor capacity set out in the approved escape-route and seating plan.

2. The tenant is obliged to treat the rented item with care and consideration.

3. Alterations to the rented item hired out (for example to fixtures), alterations to escape-route and seating plans as well as additional structures and fittings are only permitted with the prior, written consent of D.LIVE and following obtaining of any official approvals required. Any official approvals required (planning permission, changes in use) must be applied for and processed via D.LIVE. The duration, costs and risks of the capacity for approval shall be 100% for the account of the tenant.

4. If the tenant does not hire the entire utilisation object, he shall not have the right to exclusive use of entrances/exits, foyer areas, function areas such as toilets, cloakrooms or outdoor areas. He must tolerate joint use of these areas by other contract partners, their visitors and D.LIVE. If several events are held simultaneously in the utilisation object, each contract partner must act such that there is no reciprocal disturbance of the respective other event. The tenant has no contractual claim to restriction of the event of another contract partner.

5. D.LIVE is entitled to enter the rented item hired out during the setting-up and dismantling phase as well as during an event for security and/or operational reasons.

Section 5 – Payment for use, operating costs, ancillary costs, value added tax

1. The contractually agreed remuneration is shown in the rental contract or in a calculation enclosed with this contract. Also payable is the remuneration for the further services which cannot be calculated accurately until the end of the contract, as well as for any additional services ordered retrospectively. These services will be charged on the basis of the pricelists A-D, applicable at the time of the respective event. All remuneration agreed is to be understood as subject to statutory turnover tax as applicable at the place of performance at the time of the provision of the service.

2. The information on the services and remuneration is based on the respective status of the event planning. Any changes in the event planning will result in updating and forwarding to the tenant of the amended calculation or overview of costs and services.

3. All building-technology installations and facilities as well as all technical facilities which the tenant orders from D.LIVE for his event must be connected and operated exclusively by the technical personnel or technical service partners of D.LIVE. Costs incurred in connection with the presence and work of the technical personnel shall be for the account of the tenant.

4. In accordance with Section 40 SBauVO "Persons responsible for event technology or event technology experts" must be provided at the expense of the tenant for the setting-up and dismantling of stage, studio or lighting facilities. Details concerning the appointment and compulsory presence can be seen from the "Safety regulations for events" of D.LIVE.

5. The scope of the fire-brigade, police, first-aid, security personnel and stewards required depends on the nature of the event, the number of visitors and the specific risks of the individual event. The costs incurred through the presence and work of these services shall be for the account of the tenant as will the costs for the materials used by these services in the performance of their duties.

6. The complete settlement shall take the form of a final invoice at the end of the rental period based on the services provided as well as on the operating and ancillary costs incurred. Any advance payments already made will be offset against the final invoice.

7. Payment must be made to the account of D.LIVE within 10 days of invoicing. In the event of late payment, default interest will be charged in accordance with the statutory rulings. D.LIVE reserves the right to demonstrate higher default damage.

8. The landlord has waived exemption from turnover tax as per Section 9 UStG (Turnover Tax Act) on renting out of the rented item and has claimed reimbursement of input tax concerning the building costs within the scope of the construction of the building.

The tenant hereby assures that he uses the rented item exclusively for turnover that does not exclude the deduction of input tax (Section 9 paragraph 2 UStG). In the event of (partial or complete) subletting of the rented item by the tenant, the tenant shall also subject his subtenant to this obligation and,

within the scope of the subletting, shall himself waive exemption from tax on the rental turnover as defined in Section 9 UStG, i.e. shall opt for compulsory payment of turnover tax. In the event of failure to comply with this ruling by the tenant or the subtenant, the landlord may incur major damage which must be reimbursed by the tenant if the tenant is guilty of violation.

Section 6 – Handover, return

1. Upon handover of the rented item, the tenant/organiser is obliged, at the request of D.LIVE, to tour and inspect the object, including the technical facilities, emergency exits and escape routes. If D.LIVE requires the tenant/organiser to nominate an event manager, this manager must take part in the inspection if so desired by D.LIVE and must familiarise himself with the rented item during the inspection.

2. If defects or damage to the rented item is/are detected during the rental period, the tenant must notify D.LIVE of this immediately in writing. If one party (D.LIVE or the tenant) requests the drawing up of a handover report noting the condition and possible defects or damage, the other party must cooperate in this respect. The party requesting the report must draw it up.

3. Items, structures, decorations and similar, brought in by the tenant/organiser or by third parties on his/their behalf during the rental period, must be removed completely by the tenant/organiser by the end of the agreed rental period and the original condition restored. Following ending of the rental period, the items brought in can be removed by D.LIVE at the expense of the tenant; D.LIVE shall not be liable for these items left behind. D.LIVE is entitled to place these items, left behind and not collected at the latest one day following the end of the rental period, into storage with a freight forwarding company at the expense of the tenant.

Section 7 – Catering, merchandising, ban of smoking

1. As a fundamental rule, the tenant/organiser is not allowed to offer food, drinks, refreshments or similar, either himself or through third parties, on the premises, in the halls or rooms, or to bring such into the rented item. The exclusive catering rights in the rented item lie with D.LIVE and its contractually affiliated gastronomy companies.

2. The tenant/organiser is not permitted to become involved in any commercial activity over and beyond the direct organisation of the event or to appoint commercial entities such as merchandisers, flower, tobacco sellers for his events without the prior, written consent of D.LIVE. In the event of D.LIVE issuing its consent, an agreement will be made concerning the level of any rent and/or shares in sales to be paid to D.LIVE by the tenant.

3. ban of smoking

a. A general smoking ban applies in the rented objects.

b. The tenant/organiser is responsible for ensuring implementation of the smoking ban as per the NRW Law on the Protection of Non-Smokers. The tenant/organiser has an obligation with respect to the visitors to assert the smoking ban. He must draw attention to the smoking ban and, in the event of violations, must take the necessary measures to prevent further violations. Violations of the NRW Law on the Protection of Non-Smokers can result in the determination of administrative offences.

c. Violations of the NRW Law on the Protection of Non-Smokers can also result in punishment of D.LIVE for

administrative offences. In such cases, the tenant/organiser is obliged to indemnify D.LIVE if he (the tenant/organiser) and/or his performing and vicarious agents violate(s) the agreements as per letters a. and/or b.

Section 8 – Cloakrooms, toilets, surveillance of entrances

1. Management of the visitor cloakrooms and toilets as well as the surveillance of entrances will be carried out exclusively by D.LIVE and its affiliated service companies with appropriate local knowledge. All-day surveillance is required for the entrances to the utilisation object(s). The management and surveillance costs are payable by the tenant against an invoice.

2. A lump-sum price can be agreed for use of the cloakrooms and toilets at private events.

3. If management of the cloakrooms is not envisaged by D.LIVE, the tenant can request manning of the visitor cloakrooms in return for assumption of the management costs. If no party is appointed for the management, the tenant shall bear sole responsibility for any lost items of clothing of visitors to his event.

Section 9 – Accreditation, identification system

At the request of D.LIVE, the tenant/organiser is obliged to apply the identification system or the accreditation measures of D.LIVE for all own employees and service providers appointed.

Section 10 – Ruling on parking space

1. Depending on other events, a limited number of paying parking spaces will be available to visitors on the premises or in the vicinity of the meeting locations.

2. If radio and television transmission vehicles are used, these must only be parked on suitable spaces by agreement and following consultation with D.LIVE.

Section 11 – Advertising, promotion measures

1. Advertising of the event is the responsibility of the tenant/organiser. All forms of advertising measures on the premises, on and in the rented item require the prior consent of D.LIVE; this also applies for promotion measures. They must be advised by the tenant in writing and agreed with D.LIVE in terms of their nature, scope, safety requirements and costs.

2. D.LIVE is not obliged to remove any advertising material already present, even if this constitutes competition for the subject matter of the advertising by the tenant/organiser. The covering over of existing advertising space by the tenant/organiser requires the prior, written consent of D.LIVE.

3. With all advertising measures and in all publications, the tenant/organiser is obliged to make clear and unmistakable reference to the fact that he is the organiser and that the event is not being organised by D.LIVE.

4. When indicating the name of the utilisation or rented item in any form of announcements (including in the Internet), in printed matter, on posters and entrance tickets, exclusively the original emblem of the utilisation or rented item as well as the original logo must be used. The corresponding templates will be provided exclusively for this purpose.

Section 12 – Production of audio, audio-visual and visual recordings 1. Subject to the reserve of consent by the holders of copyrights and ancillary copyrights concerned, audio recordings, audio/visual recordings, visual-recordings as well as all other forms of recording and transmission of the event (radio, TV, Internet, loudspeakers etc.) also require the written consent of D.LIVE.

2. Representatives of the press, radio and television will be granted entrance for direct reporting subject to the applicable safety regulations and the seating plan. D.LIVE must be informed of planned reporting in good time prior to the event.

3. D.LIVE has the right to prepare or have prepared audio/visual recordings as well as drawings of event sequences or of items exhibited or used, for the purpose of documentation or for own publications, provided the tenant/organiser does not object to this in writing.

Section 13 – GEMA (German Performing Rights Society) fees

On-time registration with GEMA of works liable to GEMA fees, as well as on-time payment of the GEMA fees are the sole responsibility of the tenant/organiser. D.LIVE can require written evidence from the tenant of the registration of the event with GEMA, written evidence of payment of the GEMA fees and/or written evidence of invoicing by GEMA in good time prior to the event. If the tenant is not able or not willing to provide this evidence, D.LIVE can demand the provision of collateral by the tenant in the amount of the foreseeable GEMA fees.

Section 14 – Official permits, statutory reporting obligations

1. The tenant/organiser must fulfil all officially and statutorily prescribed reporting and notification obligations concerning the event as well as obtaining any necessary approvals and implementing official directives, requirements and conditions. This shall not apply if rulings to the contrary are agreed in these GTCR or in the rental agreement.

2. The tenant/organiser must comply on his own responsibility with the statutory regulations applicable at the time of the event, in particular those of the Ordinance on the Operation of Special Constructions (SoBeVO), the Employment Protection Act, the Working Hours Act, the Industrial Code, the Protection of Minors Act and the accident prevention regulations of the employers' liability insurance associations.

3. The tenant/organiser shall be responsible himself for all charges and taxes resulting from organisation of the event. The tenant/organiser must pay the turnover tax on all income from the event (sale of tickets, programmes etc.) The tenant/organiser must make on-time payment to the corresponding body of any social security charges for self-employed artists applicable to the artists' fees.

Section 15 – Liability of the contract partner

1. The tenant shall be liable in accordance with the statutory rulings for all damage caused by himself, his vicarious agents, the organiser, his guests or other third parties as defined in Sections 278 and 831 BGB (German Civil Code) in connection with the event. The application of Section 831 paragraph 1 sentence 2 BGB is excluded.

2. The tenant shall indemnify D.LIVE irrevocably against all claims of third parties, asserted in connection with

the event, in so far as these claims are attributable to him, his vicarious agents, the organiser, or his guests or visitors. This undertaking to indemnify shall also cover any official administrative fines and offences (e.g. disturbance of the peace, blocking of escape routes, exceeding of permitted visitor numbers, non-compliance with smoking prohibitions) which can be imposed in connection with the event against D.LIVE as operator of the meeting locations.

3. The tenant shall indemnify D.LIVE irrevocably against all claims resulting from any infringement by the event or advertising for the event of rights of third parties (in particular copyright, rights to pictures and names, trademark rights, competition rights, personal rights) or other statutory regulations. The undertaking to indemnify shall also cover any costs incurred for adhortatory letters, court costs and costs of legal pursuit.

4. The tenant is obliged to take out organiser's liability insurance for the event covering event-related

- damage to persons and property of at least 5,000,000.00 euro (five million euro) and
- economic loss of at least 1,000,000.00 euro (one million euro)

and to provide D.LIVE with evidence of this through presentation of a photocopy of the insurance policy at the latest 4 weeks prior to the event. The obligation to take out the insurance is a fundamental contractual obligation.

In the event of failure to provide evidence of the insurance on time, D.LIVE is entitled to take out the required insurance at the expense of the tenant.

Section 16 – Liability of D.LIVE

1. Fault-independent liability of D.LIVE for damages as a result of initial defects to the rented item hired out as per Section 536a paragraph 1 BGB is excluded.

2. A reduction in the remuneration as a result of defects can only be considered if D.LIVE has been notified of the intention to reduce the remuneration during the period of hiring out.

3. Liability of D.LIVE for slight negligence is excluded unless fundamental contractual obligations have been violated.

4. In the event of violation of fundamental contractual obligations, the duty of D.LIVE to provide damages in cases of slight negligence shall be limited to direct, average damage which, based on the nature of the contract, is foreseeable and typical.

5. D.LIVE shall not be liable for damages resulting from measures intended to maintain safety and order. If the event is cancelled, restricted or aborted on the instructions of D.LIVE as a result of incorrect assessment of risks, D.LIVE shall not be liable for cases of slight negligence.

6. D.LIVE shall assume no liability for the loss of items, facilities, structures and other valuables brought in by the tenant/organiser, by third parties on his/their behalf or by visitors, unless D.LIVE has assumed safekeeping in return for payment. Upon request by the tenant in individual cases, D.LIVE shall provide special surveillance in return for reimbursement of costs by the tenant.

7. If liability is excluded or limited under the provisions of these terms and conditions of business, this shall also apply for the vicarious agents of D.LIVE.

8. The above exclusions and limitations of liability shall not apply in cases of culpable injury to the life, limb or health of persons or in cases of the explicit assurance of features. The application of Section 831 paragraph 1 sentence 2 BGB is also excluded for D.LIVE.

Section 17 – Withdrawal, termination

1. In the event of violation of fundamental contractual obligations and following unsuccessful setting of a deadline with threat of rejection, D.LIVE is entitled to withdraw from the contract, in particular in cases of:

- violation of contractually agreed payment obligations
- violation of contractually agreed reporting and notification obligations (compulsory notifications concerning the event)
- significant changes to the purpose of use without consent
- the absence of official permits and approvals for the event
- violations of official requirements/approvals
- violations of statutory provisions concerning the safety of the event
- violation or serious endangering of the rights of third parties by the event.

2. If D.LIVE exercises its right of withdrawal, it shall retain its claim to payment of the agreed remuneration although it must allow crediting of expenditure saved.

3. If the tenant of D.LIVE is an agency and not simultaneously the organiser, D.LIVE and the agency shall be entitled to a special right of termination in the event of the customer (organiser) withdrawing or terminating the agency's assignment. This special right of termination can only be exercised if the customer assumes all rights and obligations from the existing rental agreement with D.LIVE from the agency in full and declares its willingness to provide D.LIVE with appropriate collateral on request.

Section 18 – Cancellation, non-holding of the event

If the tenant/organiser does not hold the event for reasons for which D.LIVE is not responsible, D.LIVE shall be entitled to assert a lump-sum amount against the tenant instead of a specific amount of damages. In such cases, the tenant shall be obliged to pay the following lump-sum amounts based on the agreed remuneration. Given cancellation of the event:

- up to 12 months prior to the start of the event 10 %
- up to 6 months prior to the start of the event 50 %
- up to 3 months prior to the start of the event 75 %
- thereafter 100%

Cancellation of the event must be made in writing in all cases. The tenant has the right to demonstrate that no damage has been incurred or that the damage is less than the lump-sum amount asserted.

Section 19 – Force majeure

If it is not possible to hold the event for reasons of force majeure, each contract partner shall be responsible himself for his costs incurred up until that time. If D.LIVE has paid out costs in advance for the tenant which would be liable to refund under the contract, the tenant shall in all cases be obliged to refund these costs. Under no circumstances shall the absence

of individual artists or the late arrival of one or more participants as well as bad weather, including ice, snow and storm, be covered by the term "force majeure".

Section 20 – Exercise of domestic authority

1. D.LIVE and the correspondingly authorised persons shall continue to have unrestricted domestic authority over the tenant/organiser as well as over his/their visitors and third parties for the term of the contractual relation.

2. The tenant/organiser and his event manager shall have domestic authority within the rented item alongside D.LIVE in the scope necessary for safe holding of the event. The tenant/organiser and his event manager are obliged to ensure correct and safe holding of the event within the rented item hired out. They have an obligation to assert the house regulations with respect to visitors. In the event of violations of the house regulations, they must take the necessary measures to prevent further violations. If a stewarding service has been appointed for the event, the tenant/organiser will be supported by this service on request.

3. Within the scope of exercise of the domestic authority, the persons appointed by D.LIVE must be granted free access to the rented item at all times, including to all special areas used event specifically.

Section 21 – Abortion of events

In the event of violation of fundamental contractual obligations, safetyrelevant regulations and in cases of particular danger, D.LIVE can request clearing and handover of the rented item by the tenant/organiser. If the tenant/organiser fails to comply with any such request, D.LIVE shall be entitled to have the rented item cleared at the expense and risk of the tenant/organiser. In such cases, the tenant shall remain obliged to pay the full remuneration.

Section 22 – Collection, processing and use of data

1. D.LIVE hires out the event premises and space described in the rental agreement for the organisation of concerts, congresses, conferences as well as sporting, cultural and other events. Fulfilment of the contractually agreed business purposes also involves the collection, processing and use of the personal data provided to D.LIVE.

2. D.LIVE also uses this data for the purpose of informing the tenant/organiser concerning possible follow-up events and for the sending of event-accompanying offers. The tenant/organiser is at liberty to declare – in the contract or at any time retrospectively – that his/their data should no longer be used for this purpose in future.

Section 23 – Rights of offsetting and withholding

The contract partner shall only be entitled to rights of offsetting and withholding with respect to D.LIVE in so far as his counterclaims have been determined as legally valid, are undisputed or have been recognised by D.LIVE.

Section 24 – Place of performance, application of German Law, place of jurisdiction

1. Place of performance for all claims from and/or in connection with the present rental agreement is Düsseldorf.

2. German Law shall apply.

3. If the contract partner is an entrepreneur, businessman, a juridical person under public law or a public-law special fund or if he has no general place of jurisdiction in Germany, Düsseldorf shall be agreed as place of jurisdiction for all

disputes from and/or in connection with the present rental agreement.

Section 25 – Saving clause

Should individual clauses of the rental agreement, these GTCR and/or the "Safety regulations for events" be or become invalid, the validity of the other provisions shall remain unaffected. In this case the contract partners shall be obliged to extend or amend the invalid rulings such that the purpose intended through them is achieved to as great an extent as possible.