

Section 1. General, Scope of Application

(1) These General Terms and Conditions of Business - hereinafter referred to as "GTCB" - of projektraum Messe & Promotion GmbH, Mecklenburger Weg 4 in 40468 Düsseldorf - hereinafter referred to as "Agency" - are applicable to services of the Agency in the fields of trade fairs, events and promotion. The Agency brokers self-employed, professional trade-fair hostesses/hosts/promoters/service personnel/models - hereinafter referred to as "Hostesses/Hosts" - to its clients within the scope of individual contracts.

Section 2. Subject matter of the contract

(1) For the purpose of presentation of the Client company within the context of trade-fair appearances, events and promotions, the Client hereby appoints the Agency to provide self-employed, professional Hostesses/Hosts for a specific period who perform the duties stated in the order confirmation.

(2) In so far as the Client requires specific experience and qualifications on the part of the respective Hostesses/Hosts, the Agency shall provide its SedCards to the Client prior to selection of the personnel and then comply with the requirements of the Client in so far as possible.

(3) The Agency shall inform the Hostesses/Hosts concerning the fundamental framework conditions necessary for performance of the assignment. The Agency has no farther-reaching authority to issue instructions within the scope of performance of the assignment.

(4) The Client is aware that the information on the SedCards stems from the respective Hostesses/Hosts and is based on their personal self-assessment. As such, the Agency cannot assume any guarantee.

(5) If the Client attaches particular importance to specific skills or qualifications on the part of the Hostesses/Hosts, a casting can be held, the costs of which shall be the responsibility of the Client.

Section 3. Conclusion of contract, term, termination

(1) Upon request by the Client, the Agency shall send a quotation without obligation. Our quotations are without obligation and non-binding. A contract shall not come about until the Client has issued a written assignment to us.

(2) The assignment is limited to the work period specified in the contract. The working times will be set out in the contract. Given working hours from 09.00 a.m. - 6.00 p.m, the respective Hostesses/Hosts shall be entitled to a lunch break of 60 minutes.

(3) Should it become apparent during the work of the Models/Hostesses/Hosts/Promoters that additional services, not originally agreed, are necessary, this must be agreed with the Agency in writing. The Models/Hostesses/Promoters are not authorised to conclude contracts on behalf of the Agency, to extend such, amend their content or otherwise act on behalf of the Agency.

(4) Contracts shall explicitly only come about between the Client and the Agency, not between the Client and the Models/Hostesses/Promoters.

(5) Both parties can only terminate the contract for important cause.

(6) Notice of termination must be served in writing.

(7) In the event of termination subsequent to signature of the contract and prior to the start of work, the Agency shall be entitled to invoice the Client for 50% of the order volume cancelled. Termination or cancellation by either party subsequent to the start of work is excluded.

Section 4. Cancellation

(1) The Client is entitled to withdraw from the assignment free of charge up to four weeks prior to the start of the work.

(2) In the event of withdrawal by the Client prior to the start of the project, the Agency shall invoice the Client for the following percentages of the quotation sum originally agreed as cancellation fee.

a) two weeks prior to the start of work 50%,

b) between two weeks and three days prior to the start of work 75%,

c) three days or less before the start of work or during the event 100% of the order amount.

Section 5. Payment terms

(1) In the absence of any agreement to the contrary, 50% of the order amount is payable to the Agency at the latest 10 days prior to the start of the event. The balance, including any payment incurred for overtime, is payable upon receipt of the final invoice.

(2) In the absence of any agreement to the contrary, invoices are payable within 10 days of their date without deduction. In the event of default on payment, the Agency shall invoice dunning expenses of 5% while reserving the right to assert higher damages.

(3) With customers with registered office abroad, we shall require a down payment of the calculated gross amount as advance payment at the latest 10 days prior to the start of the assignment and by transfer to our bank account.

(4) If receipt of payment is not posted by the start of the work, the Agency reserves the right to consider the assignment cancelled.

(5) All payments must be made without deduction and exclusively to the Agency's account. The Hostesses/Hosts are not authorised to take receipt of payments.

Section 6. Liability

(1) In the event of failure to fulfil the assignment on the part of the Agency or its authorised parties as a result of illness or force majeure, all claims under the present assignment shall lapse. The Agency shall inform the Client of the hindrance immediately by fax, e-mail or telephone and shall provide evidence upon request (medical certificate etc.).

(2) The business and personal risk for the correct processing of the event as well as liability in full for the safety of the commissioned parties and the equipment of the Agency shall lie with the Client. The Agency shall assume no liability whatsoever for any form of damage caused by visitors. Likewise, no liability shall be assumed for any damage caused on site by the possible incorrect registration/approval or for damage caused by material supplied by the

Client. Loss, breakage of glass and possible costs caused by damage to the premises, the rooms or underground leads through the installation of trade-fair stands, platforms, tents etc., shall be for the account of the Client.

(3) Appointment for the settlement of financial matters such as cash management, safekeeping, management or transport of money, valuables, securities as well as the performance of work concerning payment transactions is excluded.

Section 7. Prohibition to entice away

(1) The Client undertakes not to enter into any direct contractual relation with the Models/Hostesses/Promoters brokered by the Agency. Enticing away of the Models/Hostesses/Promoters is explicitly forbidden on either a temporary or fixed-employment basis, as is their brokering to third parties.

(2) This shall also apply for a period of a further 24 months following ending of the work for the Client.

(3) In the event of violation of this provision, a contractual penalty of 3,000.00 € per violation and person shall be payable to the Agency as damages.

Section 8. Documents, references

(1) The Agency is entitled to document the production on all forms of video and audio carrier and to use all photo, video and film recordings and other technical reproductions, resulting from the contractual relation, for own advertising or editorial purposes.

(2) The Agency is entitled to name the Client's company name or, in the case of agencies (e.g. advertising/event/PR/marketing agencies etc.) also the company names of their clients as well as their brands or brands of the client in so far as these are a subject matter of the service, for own advertising purposes (references). The Client hereby promises the agreement of his clients to this.

Section 9. Place of jurisdiction

(1) German Law shall apply.

(2) Place of jurisdiction for all possible disputes concerning the business relation is Düsseldorf.

Section 10. Severability clause

Should individual provisions be invalid or infeasible, or become invalid or infeasible subsequent to awarding of the assignment, the validity of the other provisions shall remain unaffected. The invalid or infeasible provision shall be replaced by the valid and feasible ruling whose effect corresponds as closely as possible to the economic objective pursued by the parties through the invalid or infeasible provision. The same shall apply as regards any loopholes in the contract.

General Terms and Conditions of Business in the version dated 01.01.2017