

# GAME DEVELOPERS CONFERENCE™ EUROPE

COLOGNE CONGRESS CENTER EAST  
COLOGNE, GERMANY  
CONFERENCE: AUGUST 16-18, 2010  
EXPO: AUGUST 16-17, 2010  
WWW.GDCEUROPE.COM

# POST SHOW CONTRACT FOR 2010 EXHIBIT SPACE AND SPONSORSHIP

P.O.#

Managed and Produced by Think Services Game Group Germany, GmbH

|   |                    |  |                    |
|---|--------------------|--|--------------------|
| <u>Company Name</u>                                       |                    | <b>BILLING ADDRESS (IF DIFFERENT FROM COMPANY)</b> |                    |
| <u>VAT ID Number</u>                                      |                    | <u>Address</u>                                     |                    |
| <u>Address</u>  |                    | <u>City</u>  | <u>State/Prov.</u> |
| <u>City</u>   | <u>State/Prov.</u> | <u>Country</u>                                     | <u>Postal Code</u> |
| <u>Country</u>  | <u>Postal Code</u> | <u>General Phone No.</u>                           |                    |
| <u>General Phone No.</u>                                  |                    | <u>General Fax No.</u>                             |                    |
| <u>General Fax No.</u>                                    |                    | <b>PRIMARY CONTACT FOR BILLING PURPOSES:</b>       |                    |
| <b>PRIMARY CONTACT FOR EXHIBITOR/SPONSOR INFORMATION:</b> |                    | <u>Name</u>  | <u>Title</u>       |
| <u>Name</u>   | <u>Title</u>       | <u>Direct Phone No.</u>                            | <u>Fax</u>         |
| <u>Direct Phone No.</u>                                   | <u>Fax</u>         | <u>Email</u>                                       |                    |
| <u>Email</u>  |                    |  |                    |

## Title Sponsorship:

- Platinum — €35,000
- Gold — €21,500
- Silver — €9,900

Booth #: \_\_\_\_\_

## Exhibit Space Rate:

€220 per square meter

## Booth Sizes/Rates:

- 9m<sup>2</sup> rate: **€2,300** (comes with 2 exhibitor passes)
- Turnkey 9m<sup>2</sup> rate: **€3,500** (comes with 2 exhibitor passes)
- 12m<sup>2</sup> rate: **€2,960** (comes with 3 exhibitor passes)
- Turnkey 12m<sup>2</sup> rate: **€4,560** (comes with 3 exhibitor passes)
- 24m<sup>2</sup> rate: **€5,600** (comes with 4 exhibitor passes)
- Turnkey: **ask sales rep** (comes with 4 exhibitor passes)

## Turnkey booths include:

Walls, 1 table, 4 chairs, 1 company sign, carpet, 1 waste basket, lighting system, electricity (230v/16A-3kW)

- **Expo Level Meeting Rooms (12m<sup>2</sup>)** Build out Included. 4 walls with lockable door, table, chairs, carpet, waste basket and company sign – **€4,950**
- **Meeting Room in Convention Center (12m<sup>2</sup>, 6 available) – € 5,500**  
Included: 1 Table and 4 chairs, carpet, 1 standing sign with company logo, electricity (230v/16A-3kW)  
1 main conf pass, 3 exhibitor staff passes

**Payment terms** are as follows: 50% due within 5 business days of signing; balance due June 4, 2010. Full payment is required with contracts completed on or after June 4, 2010. Exhibitor/Sponsor is 100% liable for total fee unless written notification of cancellation is received by June 4, 2010. Exhibitor/Sponsor agrees that any application accepted without a deposit pending invoicing to Exhibitor/Sponsor shall be deemed valid and binding as though a deposit were made. Exhibitor/Sponsor understands and agrees that no portion of this payment is refundable, except as provided for under German law, and that, except as otherwise provided for in the Terms and Conditions, Exhibitor/Sponsor is liable for the full Fee.

## To remit by wire:

Attn: GDC Europe 2010  
Think Services Game Group Germany GmbH  
Bank account number: 403100187  
Commerzbank Muenchen  
Dachauer Str. 9 A, 80335 Munich, Germany  
0049-89-35642150  
International bank account number (IBAN): DE27 700 400 4104 0310 0187  
Bank code: 700 400 41  
S.W.I.F.T.-BIC: COBA DEFF 700

## Value Added Tax Reimbursement:

If you are a non-German company, you can apply for reimbursement of the VAT applied to your exhibit/sponsorship fee.

The GDC Europe VAT ID number is: DE815046903

The VAT reimbursement forms for EU and non-EU companies may be accessed at the following link: <http://www.gdceurope.com/register/policy.html>

If you need a copy of your exhibit/sponsorship receipt with the VAT registration number indicated on the invoice, please contact your GDC sales representative.

**Cost of Exhibit/Sponsorship:** € \_\_\_\_\_

**German VAT (19%):** € \_\_\_\_\_

IMPORTANT: This Contract, when accepted by Exhibitor/Sponsor and Think Services Game Group Germany GmbH, will be a binding contractual agreement. Exhibitor/Sponsor agrees to abide by the terms and conditions set forth in this contract and the rules and regulations included in the Exhibitor Services Manual or issued by Organizer prior to the Event. The undersigned acknowledges that he/she accepts the Terms and Conditions as set forth in the contract and is authorized to sign this contract on behalf of Exhibitor.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Seal \_\_\_\_\_

## DO NOT WRITE BELOW THIS LINE

App. Rec'd \_\_\_\_\_

Exhibit Space Assigned \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

# EXHIBIT TERMS AND CONDITIONS

## GAME DEVELOPERS CONFERENCE® EUROPE — TERMS AND CONDITIONS OF PARTICIPATION IN EVENT

**1. DEFINITIONS** The term "Event" means the Game Developer Conference Europe, scheduled to be held August 16 – 18, 2010 (the "Event Dates") at the Cologne Congress Center East, Cologne, Germany (the "Event Facility"). The Event is owned, managed and produced by Think Services Germany GmbH ("TSGGG"). The term "Organizer" means TSGGG and its officers, directors, agents, affiliates, representatives, employees, successors and assigns. The terms "Exhibitor" or "Sponsor" means the company or person listed on the facing page, together with its officers, directors, shareholders, contractors, agents, representatives, employees and/or invitees, as applicable. The term "Manual" (see also Section 3.a below) refers to the EXHIBITOR SERVICES MANUAL, which contains detailed provisions on the relevant Event (such as administrative regulations, deadlines and details on the stand). In the terms and conditions of this contract and the Manual ("Terms and Conditions"), a "warranty" comprises the rights subject to "Gewährleistung" according to German Law, i.e., no compensation for damages may be claimed unless Organizer is at fault or unless it is otherwise stipulated or provided for by German Law.

**2. ACCEPTANCE BY ORGANIZER** TSGGG, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to person or firms who supply products and services to the video game industry. *No contract is created until TSGGG countersigns the Application and Exhibitor has accepted the provisions contained within the Manual in writing.* TSGGG may withdraw its offer before the Exhibitor accepted the Manual at any time by refunding the Total Space Fee paid if TSGGG determines that Exhibitor or its product(s) is ineligible. TSGGG has sole control over attendance policies. TSGGG makes no representation or warranties of any kind, express or implied, regarding the Event itself or the number of persons who will attend the Event.

### **3. ASSIGNMENT AND USE OF SPACE**

**A. BENEFITS AND LICENSE GRANT.** TSGGG will provide exhibit space (the "Space") at the Event for Exhibitor to display its qualified products and services (the "Exhibit"). The Total Space Fee includes use of the Space and any other benefits as specified in this Application and Contract for Exhibit Space or in the Exhibitor Services Manual, which TSGGG will supply to Exhibitor. Exhibitor grants to Organizer the right to use Exhibitor's name and logo in connection with the promotion and production of the Event, and to take photographs of its exhibit before during and after the Event, and use such photographs in connection with its promotion of the Event and future events. Exhibitor shall ensure that the relevant consent of its officers, directors, agents, affiliates, representatives, employees and/or invitees is obtained for the aforementioned use. Exhibitor may use the Event name before and during the Event solely to promote its participation in the Event and solely in compliance with any guidelines furnished by TSGGG. Any statutory permission to use the Event name as set out in sec. 23 and 24 of the German Trade Mark Act (MarkenG) shall remain unaffected.

**B. SPACE ASSIGNMENT, USE, INSTALLATION, OCCUPANCY, AND DISMANTLING.** TSGGG will assign the Space to Exhibitor. The allocation of stands is made according to technical factors relating to the Event. Exhibitors have no right to any particular position or size of stand, regardless of any positioning proposal which may have been made on the registration form. Objections to an allocated stand area must be made in writing within 14 days after receipt of the allocation, or in the event of last minute renting objections must be made no later than one day before the start of the exhibition. TSGGG reserves the right to deviate from the stand confirmation by allocating a different location, altering the size of the stand, shifting and/or closing entrances and exits to the exhibition grounds and halls or undertaking any structural alterations, provided that TSGGG considers such actions to be necessitated by extraordinary circumstances [closure or moving of all or part of the designated exhibit space, cancellations creating open spaces in the exhibit area that affect flow of foot traffic]. In these extraordinary circumstances, Exhibitor may rescind the agreement in writing within one week following notification of such changes, if his interests are unreasonably encroached upon by the alterations. For important reasons including traffic flow within the halls and the open fairgrounds, or with regard to

the overall impression of the exhibition, the Organizer is also entitled to request modifications of the already approved stand structures, and to have them enforced by himself; if the Exhibitor fails to follow respective instructions, in this case the Exhibitor will be charged for the costs the Organizer has incurred for the modification. The Space is for Exhibitor's use only. Exhibitor may not share, sell, assign, sublease or charge admission for entry into any portion of the Space (including to an affiliated company) without TSGGG's prior written consent. Exhibitor must fully occupy the Space, and must provide displays, equipment, carpeting, etc., unless TSGGG specifies otherwise. Any Exhibits supplied by Exhibitor must be constructed safely using sound engineering practices, and must be installed before, occupied during, and dismantled after the Event in accordance with TSGGG's schedule in the Manual. Exhibitor's activities must be confined within the Space, and must be in support of products or services identified on the Application and directly related to Exhibitor's normal business activities. TSGGG may refuse permission to exhibit any products or services TSGGG deems objectionable or unsuitable for the Event. At the Event, Exhibitor may not exchange goods or money without TSGGG's prior written consent, nor assist any other party in soliciting business without TSGGG's prior written consent.

**C. OWN RISK.** Exhibitor has sole responsibility for any loss of its equipment, property (whether or not stored in any courtesy storage area) or proprietary information or any other loss, including any subrogation claims by its insurer. Neither Organizer nor the Event Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Persons visiting, viewing, or otherwise participating in Exhibitor's Space are deemed the invitees or licensees of Exhibitor and not of Organizer.

**D. THIRD-PARTY CONTRACTORS.** TSGGG may require Exhibitor to use designated third-party contractors to provide certain services ("Required Contractors"), and Exhibitor must then use only the Required Contractors for such services. Required Contractors and third-party vendors who are listed in the Manual act solely as independent contractors, and Organizer is not responsible for their performance, acts, or omissions.

**E. OTHER EVENTS AND MARKETING.** Exhibitor agrees that it may not use any Organizer event to leverage any other event in which Exhibitor is a sponsor or participant, and therefore agrees that it may not may not promote its products or organization within 500 yards of any Event locations, except (i) in advertising contained in periodicals or similar regularly published media or (ii) as permitted by this contract or by TSGGG in writing. In the interest of the success of the Event, Exhibitor agrees not to extend invitations, call meetings or otherwise encourage absence of exhibitors or invited guests from the Event or Event Facility during the official hours of the Event or any function sponsored in connection with the Event by Organizer or its official sponsors.

**F. OTHER EVENT PAYMENTS.** TSGGG may apply any payments made by Exhibitor under this contract to any obligation that is past due under any other Event-related agreement between Exhibitor and Organizer, in which case TSGGG will notify Exhibitor of such application.

### **4. COMPLIANCE WITH LAWS AND RULES/INSURANCE.**

**A. LAWS AND RULES.** Exhibitor must and is also contractually obligated to comply with all applicable local, state and federal laws, regulations, codes and ordinances in connection with its participation in the Event, including but not limited to the rules of the Event Facility and any relevant labor union, and the Terms and Conditions. Without limiting the foregoing, Exhibitor shall construct the Exhibit in compliance with: laws on protection of minors (JuschG), Disabilities Acts, regulations regarding fire protection, building construction and professional inspection laws, occupational safety, environmental and health regulations, Trade, Commerce and Industry Regulation Act and the act for social insurance for artists (in German: Künstlersozialversicherungsgesetz) (the "Regulations"). Exhibitor's use of names and lists captured at the Event or provided by Organizer are subject to applicable data protection laws and regulations, and to any restrictions imposed by the individuals whose names are listed. For the duration of the exhibition the Exhibitor undertakes also, with regard to the organizer, to avoid all kinds of actions and measures that may

represent, in view of other exhibitors, a violation of good faith and due care under the regulations of the law on unfair competitive practices ("UWG").

Any and all matters pertaining to the Event and not specifically covered by the Terms and Conditions shall be subject to determination by TSGGG in its reasonable discretion.

Organizer has the right to verify at any time that the Regulations are being met. He is entitled to initiate the immediate elimination of any non-conforming condition at Exhibitor's cost. The Exhibitor has no right of recourse.

**B. THIRD PARTY PROPRIETARY RIGHTS.** Exhibitor will not violate any proprietary rights of third parties in connection with its participation in the Event, including but not limited to the reproduction, performance, distribution, or posting of proprietary or copyrighted material (the "Works") without a license, assignment, or other legally effective permission. Exhibitor shall make any and all payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish or reproduce any such Works. Exhibitor specifically agrees, undertakes and assumes responsibility to make any and all reports to such agencies and/or parties including specifically GEMA and other similar agencies, and to provide evidence of such reports and payments upon request.

**C. TAXES AND LICENSES.** Exhibitor is solely responsible for obtaining any licenses and permits, and payment of all taxes (including sales and use taxes), license fees, or other charges applicable to its participation in the Event.

**D. INSURANCE.** Exhibitor shall at its own expense maintain in effect throughout the Event including move-in and move-out days, and provide to Organizer at least thirty (30) days prior to move in to the Event a certificate of insurance showing that there is in effect: (i) a Commercial General Liability insurance coverage of not less than €1 million single occurrence/€2 million aggregate combined limit for bodily injury and property damage, including coverage for personal injury, broad form contractual liability, operation of mobile equipment, product and liquor liability (where applicable) and (ii) automobile liability insurance coverage of not less than €1 million combined single limit for bodily injury and property damage, including coverage for non-owned and hired vehicles, including loading and unloading operators, in which Organizer and the Event Facility are named as additional insureds. Exhibitor also agrees to obtain and maintain in effect throughout the Event workers compensation and employers' liability insurance in such minimum amounts as are required by law or are otherwise consistent with prudent business practice. To the extent permitted by the applicable law, Exhibitor agrees to waive the right of subrogation of its insurance carrier against Organizer and the Event Facility to recover loss sustained for real and personal property.

## **5. CANCELLATION OR TERMINATION.**

The termination of the agreement for other reasons than as set out in this clause or under any statutory rights is excluded. The Termination of the agreement for cause (as given by the statutory provisions) shall remain unaffected. Cause exists when taking all the circumstances of the individual case into account and upon balancing the interests of both parties, the continuation of the contractual relationship [until the end of the agreed term] is unreasonable.

Each party shall be entitled to terminate for cause in particular if: a) the other party is or will be unable to pay its debts, is over indebted or where else insolvency proceedings can be filed (sec. 16 of the German Insolvency Act) or have been instituted against it and have not been denied as unfounded or insolvency proceedings have been denied for lack of assets; b) the other party is in gross violation of its contractual obligations and does not remedy the violation upon written request from the other party within a reasonable period. A warning notice setting a deadline is not required if the continuation of the contract is unreasonable on account based upon the severity of the violation, if no success can be expected or where immediate termination appears justified when the mutual interests of the parties are taken into account.

**A. CANCELLATION BY TSGGG.** TSGGG may also cancel all or any part of the Event for any reason beyond its reasonable control, including but not limited to, natural or public disaster, act of God, acts of terrorism, venue construction, insufficient participation, market fluctuations, government regulation, strikes or similar reasons. The statutory liability of TSGGG/Organizer regardless of any fault for defects upon signing of the agreement (set out in sec. 536a par. 1 case 1 of the German Civil Code [BGB]) is excluded.

**B. TERMINATION BY EXHIBITOR.** Exhibitor's statutory right of termination for non-provision of use pursuant to § 543 par. 2, 1st sentence, item 1 of the German Civil Code [BGB] is excluded, unless the provision of the contractually agreed usage must be considered to have failed. Failure to provide the contractually agreed usage shall occur on the earlier of Organizer not remedying a material defect within three weeks after receipt of the notice of defect or providing a suitable solution for resolution of the defect with Exhibitor who must properly provide Organizer with cooperation it requires in this context. Exhibitor may not terminate the contract for minor defects.

Termination by Exhibitor must be in writing and will be effective upon receipt by TSGGG of an email addressed to [flsiwka@think-services.com](mailto:flsiwka@think-services.com).

*By way of explanation of statutory rights and duties only (especially for international Exhibitors): once this contract is signed by both parties, neither party can terminate it for convenience. Therefore it is stipulated in the respective sections of the German Civil Code (sec. 537 BGB) that Exhibitor is not released from the obligation to pay the fees due to the fact that he is unable to exercise his rights under this agreement. However, under certain circumstances the Organizer must grant deductions for the value of expenses forgone (if any) and for such advantages as he enjoys by profiting from its alternate use of the stand space (if any). Exhibitor carries the burden of proof for this. Therefore, in such occurrence all fees are deemed fully earned and non-refundable when due, if not set out otherwise in this agreement, or in the statutory provisions. However, Exhibitor is not obliged to pay the fees if Organizer is unable to grant Exhibitor use of its stand space due to Organizer's assignment of such stand space to a third party without Exhibitor's consent.*

Exhibitor acknowledges the difficulty in determining a precise value for services rendered and expenses incurred by TSGGG for the Event, and of ascertaining damages incurred by TSGGG if Exhibitor terminates this contract or Exhibitor's participation in the Event; the amounts due from Exhibitor under this contract as of the effective date of any termination by Exhibitor belong to TSGGG and represent an agreed measure of compensation, and are not to be deemed or construed as a forfeiture or penalty.

**C. TERMINATION BY TSGGG.** In the event that TSGGG terminates the agreement under its statutory or contractual rights set out herein, TSGGG is expressly authorized (but has no contractual obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder.

**D. CHANGES TO EVENT.** TSGGG reserves the right to re-name or re-locate the Event or change the dates on which it is held. TSGGG shall exercise fair judgment in doing this and will take into account the interests of exhibitors. If TSGGG changes the name of the Event, re-locates the Event to another event facility within 50 miles of the Event Facility, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event was originally scheduled to be held and gives sufficient notice of this change in advance, no refund will be due to Exhibitor, but TSGGG shall assign to Exhibitor, in lieu of the original space, such other space as TSGGG deems appropriate and Exhibitor agrees to use such space under the Terms and Conditions. If TSGGG elects to move the Event to an event facility more than 50 miles from the Event Facility or to reschedule the Event to a date more than 3 days earlier or 3 days later than the Event Dates, and Exhibitor notifies TSGGG in writing within 10 days after receiving notice of such change that Exhibitor does not want to participate in the Event as a result of such change, TSGGG shall refund to Exhibitor the Total Space Fee paid in full satisfaction of all liabilities of Organizer to Exhibitor and the agreement shall be deemed terminated.

**6. TSGGG MATERIALS.** The Manual and any other methodologies or planning materials distributed to Exhibitor related to the planning or execution of the Event ("TSGGG Materials") are owned exclusively by and are confidential information of TSGGG. TSGGG grants to Exhibitor a nontransferable, nonexclusive license, on an "AS IS" basis, to use such TSGGG Materials solely in connection with Exhibitor's participation in the Event. Exhibitor is responsible for obtaining the Manual from TSGGG. Upon completion of the Event or earlier termination of this contract, Exhibitor must promptly return the TSGGG Materials to TSGGG upon TSGGG's written request. Exhibitor may use but may not sell lists of Event exhibitors or attendees without TSGGG's prior written permission.

## 7. LIMITATION OF LIABILITY; INDEMNITY.

A. Organizer or the Event Facility (the "Event Providers") shall be liable for damages which Exhibitor suffers without restriction under the German statutory provisions if such damages are caused by intentional or grossly negligent conduct of Event Providers or their agents. The liability for damages suffered from death, personal injury, or an impairment to health due to negligent breach of duty by Event Providers or intentional or negligent breach of duty by a legal representative or a person employed to perform an obligation of Event Providers. The same applies to damages according to the German Product Liability Act.

B. Damage claims for or other claims against Organizer are restricted in accordance with the following provisions unless an explicit given guarantee of Organizer (in the meaning of section 276 Civil Code BGB) provides otherwise:

(i) Organizer is only liable for "slight negligence" (in German: leichte Fahrlässigkeit) if the damages have been caused by the violation of a material contract obligation ("Cardinal Duties"). Cardinal Duties are those contractual obligations whose performance is required for the proper implementation of the contract and upon whose compliance Exhibitor could rely. To the extent Organizer is liable for "slight negligence," this liability is restricted to the damages which are typically foreseeable.

The provisions of the above paragraph apply correspondingly to the limitation of damages for unsuccessful expenses (§ 284 of the German Civil Code [BGB]).

The above liability restrictions shall also apply to vicarious agents of Event Providers.

C. Exhibitor agrees to defend, indemnify, and hold harmless the Event Providers and those lawfully in the venue from and against any actual or threatened claim, loss, liability, or damage, including reasonable attorneys' fees and expenses, suffered due to (i) Exhibitor's construction or maintenance of an unsafe Exhibit, (ii) Exhibitor's use of proprietary intellectual property of third parties under the copyright or other laws, (iii) the negligence or misconduct of Exhibitor or (iv) Exhibitor's breach of any commitment made hereunder. Exhibitor shall promptly pay for any and all damage to the Event Facility and the property of others caused by Exhibitor.

D. Exhibitor acknowledges and agrees that the Terms and Conditions are subject and subordinate to the terms and conditions of Organizer's agreement with the venue at which the Event is held.

**8. RELEASE.** Exhibitor acknowledges that the Event may be recorded and reproduced in any form (including but not limited to digital formats), and hereby authorizes Organizer and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the Event, and agrees to execute any additional release presented by Organizer, its licensees, or permittees in connection with such activity or to give effect to this provision. Exhibitor agrees that Organizer may, and hereby irrevocably grants to Organizer the right to, use and publish Exhibitor's name as part of any full or partial list or compilation of Event participants, all other rights including other moral or intellectual property rights which may be affected or required by this use.

Exhibitor hereby releases Organizer and its designees from any claims by its employees or agents in and warrants that there are no claims of its employees or agents, now or in the future, in connection with all activities contemplated by this paragraph 8. Exhibitor and its employees or agents (shall) waive to the extent permitted by applicable laws any statutory restriction on waivers of future claims or moral rights.

**9. MISCELLANEOUS.** When countersigned by TSGGG, this contract (including the Manual and any additional rules or regulations adopted by TSGGG from time to time) will constitute the entire agreement between Exhibitor and Organizer concerning its subject matter, and may only be modified in a writing signed by the parties. There are no oral or written side agreements to the contract. Modifications or amendments of the contract must be in writing to be effective; this also applies to the waiver of the written-form requirement.

Organizer's rights under this contract are not deemed waived except as specifically stated in writing and signed by an authorized representative.

Claims under a contract between Organizer and Exhibitor may not be assigned without the prior written consent of the respective other party. Organizer may assign its claims to any other party.

If one or several of the provisions in the agreement are invalid or shall become invalid, this shall not affect the validity of the remaining provisions. Instead of the invalid provision the parties shall be deemed to have agreed to a valid provision which, as far as legally possible, comes as close as possible to the originally agreed purpose of the parties as to location, time, measurement and scope of application. Omissions or areas of uncertainty in the contract shall be interpreted or construed in accordance with what the parties would have agreed upon in view of the relevant factual and legal situation and the relevant and justified interests of the parties had they been aware of the fact that the issue in question had to be provided for in the contract. These principles shall also apply if the invalidity of the provision results from the service or time (date or period) provided for in the contract. In that case a legally permissible service or time (date or period) shall be deemed to have been agreed on that comes as close as possible to the agreed on service or time. This clause does not apply to the Terms and Conditions.

Organizer is entitled to recover reasonable attorneys' fees and costs in any action to enforce this contract.

Exhibitor may not assign this contract to any other party, including a successor in interest in the event of a merger or sale of assets, without the prior written consent of Organizer, in which event Exhibitor must guarantee performance of the assigned obligations. If Exhibitor assigns this contract or a substantially same effect appears due to an statutory law or an legal succession, Organizer may terminate the contract within 14 days after the notification about such an event.

This contract is binding upon the permitted heirs, successors, and assigns of TSGGG and Exhibitor.

This contract is subject to the laws of the Federal Republic of Germany excluding the United Nations Convention on the International Law of Sales (CISG).

The principal place of business of Organizer (in Berlin) shall be the exclusive address and the venue for all current and future claims from a business relationship with merchants, public law legal entities or special public law funds. Exhibitor agrees that the state courts located in Berlin shall have exclusive jurisdiction over any dispute arising hereunder. The same venue applies if Exhibitor does not have a domestic general venue (German registered address), moves his residence or usual place of abode to outside Germany during the term of the contract or his residence or general abode is unknown at the time suit is filed. Exhibitor waives any objection it may have to such venue.

## EXHIBITOR ACCEPTANCE

I agree to abide by the terms and conditions above:

Exhibitor Initials \_\_\_\_\_ Date: \_\_\_\_\_