

Framework Agreement on Leasing of Personnel

This Agreement has been executed by and between:

event it AG
Pelikanplatz 7-9
30177 Hannover
Germany

- hereinafter "Agency" -

And

EXHIBITOR

- hereinafter "Customer" -

1. Agency was licensed on May 27, 2008 as a temporary employment agency by the Kiel Office of the Federal Department of Labor.
2. Agency declares that its personnel are governed by the DGB Union wage agreement executed with iGZ (Association of German Temporary Employment Agencies).
3. Agency shall lease personnel to Customer from its personnel pool (**Attachment 1**). Each individual shall be selected and confirmed via fax or email.
4. Agency shall **submit a quote** on the compensation for each assignment (temporary assignment and other services such as equipment, travel costs, agency fees, etc.)
5. By law, an employee may be leased for no more than 18 months.
6. Customer shall observe the occupational safety and accident prevention regulations and legal restrictions on working hours, and provide an appropriate first-aid facility. Customer shall promptly report a work accident, whereby a reportable accident shall be investigated jointly with Agency.
7. Customer shall, before the assignment commences, instruct the leased employee at the workplace and inform the person about any specific dangers in the assignment and how to circumvent these, and, if required, arrange for a medical checkup of the leased employee before the assignment commences.
8. Customer shall allow leased personnel to use Customer's common facilities and services.
9. The agreement on leasing of personnel shall be governed exclusively by the General Terms & Conditions printed on the back side. By signing, Customer accepts these conditions, which shall supersede any deviating terms of business of Customer.
10. Customer shall notify Agency if the assignment is in the food/catering services field and the surcharges applicable at Customer's business for night shifts, Sundays, and holidays. Otherwise, the surcharges shall be as set forth in Section 9 of Agency's General Terms & Conditions.

General Terms & Conditions of event it AG

1. Legal Status of Leased Personnel

- 1.1. Execution of the personnel leasing agreement shall not be deemed a contractual relationship between Customer and leased personnel.
- 1.2. Customer shall assign the leased employee only those tasks that fall within the contractually agreed upon sphere of activities. Changes in working hours and tasks shall be negotiated between Agency and Customer.
- 1.3. A leased employee shall not be entrusted by Customer with matters concerning money or securities.

2. Duties of Customer

- 2.1. Customer shall observe the occupational safety and accident prevention regulations, and legal restrictions on working hours and breaks.
- 2.2. Customer shall, upon prior notification, allow Agency to visit the leased employee's worksite to check for compliance with occupational safety and accident prevention regulations.
- 2.3. Customer shall obtain any official approvals that are required or become necessary for the tasks to be performed by the leased employee, prior to assigning the individual to perform such tasks, and present these approvals to Agency, upon request.
- 2.4. Customer shall promptly notify Agency of any workplace accident involving leased personnel, in writing, on the day of the incident. Moreover, Customer shall submit to Agency a written report of the accident/incident within three (3) workdays thereof. Pursuant to §193 SGB VIII (Social Insurance Code), Customer shall report the accident to its insurance company.

3. Absence of Leased Personnel

- 3.1. Agency shall have the right to withdraw, in part or in whole, from the personnel leasing agreement in the event of exceptional circumstances, defined as labor disputes, official acts, internal disturbances, catastrophes, epidemics, etc., which impede the leasing of personnel permanently or temporarily, unless Agency is responsible for such exceptional circumstances.
- 3.2. Customer shall promptly notify Agency, if a leased employee does not commence her/his assignment, interrupts it, or is absent for any other reason, whereupon Agency shall exercise its best effort to find a replacement. If no suitable replacement is available, Agency shall be released from its contractual obligation, unless Agency is responsible for absence of the leased employee.

4. Selection of Leased Personnel

Agency shall carefully select the appropriate person to lease. Nevertheless, Customer shall assess the suitability of the leased employee and promptly notify Agency of any problems.

5. Exchange of Leased Employees

- 5.1. Customer may request replacement of a leased employee, if that person is inadequately qualified or deemed unsuitable for the intended tasks for other objective grounds.
- 5.2. If Customer is dissatisfied with the leased employee's performance for any other reasons within four hours of an assignment, Customer may request a replacement. Agency shall make every effort to find a suitable substitute, but if not feasible, Customer shall have the right to immediately cancel its order without due notice.
- 5.3. Agency shall have the right to recall a leased employee at any time and provide an equally qualified substitute.

6. Liability, Indemnification

- 6.1. Agency shall not be liable for any actions of leased personnel, but for proper selection of the candidates for the contractual task at hand.
- 6.2. Agency's liability shall be limited to property damage and financial losses arising from willful misconduct or gross negligence on its part. Nevertheless, Agency shall be liable for property damage and financial losses arising from ordinary or simple negligence on its part arising from a breach of its contractual duty, such as improper selection of leased personnel. Agency shall not be liable for nonculpable actions, even in the event of bodily injury.
- 6.3. Customer shall be liable for injury of the leased employee arising from culpable actions by the Customer or its vicarious agents, whereupon Customer shall bear Agency's obligation of ongoing remuneration to the injured person.
- 6.4. Customer shall indemnify Agency against any third-party claims that may arise in connection with performance of the tasks assigned to leased personnel. Furthermore, Customer shall hold Agency harmless from any claims filed by the subject leased personnel against Agency, which arise from third-party claims in connection with tasks performed for Customer. The foregoing indemnification shall exclude any claims arising from improper selection of the leased personnel.

7. Termination of Agreement

A fixed-term or permanent personnel leasing agreement may be terminated by either party hereto with a written notice of one week, whereby a leased employee is not authorized to receive or accept such a termination notice.

8. Billing

- 8.1. Deutsche Messe AG shall handle and process all the billing.
- 8.2. Deutsche Messe AG shall issue the bill/invoice as a part of its invoice for services, in the name and on behalf of event it AG.

9. Overtime

Unless otherwise agreed upon, the parties hereto shall observe the following rules for overtime work:

- 9.1. The surcharge shall be 25% for overtime hours that exceed the contractual hours/week by over 15%.
- 9.2. The surcharge shall be 25% for night shifts, defined as work performed between 11 pm and 6 am.
- 9.3. The surcharge shall be 50% for work performed on Sundays.
- 9.4. The surcharge shall be 100% for work performed on local holidays at the employment site. Christmas Eve and New Year's Eve are also classified as holidays, starting at 2 pm.
- 9.5. Only the highest applicable surcharge shall be paid for overtime work periods eligible for multiple surcharges.
- 9.6. Unless otherwise agreed upon, Agency shall have the right to adjust the personnel leasing rate by the factor by which it is required to raise the compensation of its leased personnel pursuant to wage agreement settlements in the respective sector. Agency shall justify such increases by disclosing its cost calculations.

10. Personnel Leasing

- 10.1. In the event Customer and a leased employee execute an employment or service agreement amongst themselves before, during, or within six months after termination of a personnel leasing agreement, Agency shall be paid a commission equal to two months gross salary of that person plus VAT. This commission shall be reduced by a factor of 1/12 for each month the leased employee works for Customer.
- 10.2. Customer may provide evidence to disprove that leasing resulted in hiring the particular individual.
- 10.3. Agency's right to claim a commission shall prevail, if the leased employee is hired within the periods stated in Section 10.1:
 - 10.3.1. As an employee by a company affiliated with Customer's firm, as defined in §§15 ff AktG (German Corporate Code), or
 - 10.3.2. Is hired by a company not affiliated with Customer's firm, but is subsequently assigned to Customer by way of leasing.
- 10.4. Agency's commission shall become payable upon execution of an employment agreement between the leased employee and Customer per Section 10.1, or between that person and an affiliated company per section 10.3.1, or upon execution of a personnel leasing agreement per Section 10.3.2.
- 10.5. Customer shall disclose the contractual monthly salary of the leased employee it has hired.

11. Data Privacy

- 11.1. Customer shall process any personal data on the leased employee provided by Agency, or otherwise obtained by Customer from Agency, solely for the purpose of executing the respective agreement with Agency and abide by all data protection regulations. Customer shall also observe any reasonable instructions issued by Agency on handling such personal data to ensure compliance with data protection regulations.

11.2. Customer shall promptly delete all personal data on leased personnel, as soon as there are no longer any legal grounds to store and/or process the data or Customer is not required to retain the data pursuant to other legal obligations. Customer shall notify the data subjects (leased personnel) and Agency, if Customer wishes to process the data for any other permitted purpose. Furthermore, Customer shall implement all technical and organizational measures deemed necessary to ensure compliance with the principles of data privacy and security.

12. Miscellaneous Provisions

12.1. Amendments, extensions or changes to this Agreement stipulate the written form, also when such a requirement has been waived.

12.2. If any provision of this Agreement is declared or becomes void or unenforceable, the remaining provisions shall continue in full force and effect, whereupon the parties shall replace the offending provision with one that best reflects the commercial purpose of the original provision.

13. Jurisdiction, Place of Performance

Jurisdiction and the place of performance shall be in Hannover, Germany, for any disputes that arise from or in connection with this Agreement, whereby this Agreement shall be governed by the Laws of Germany.

Attachment 1 – Pool of Leasing Personnel (example)

The parties hereto concur on the following pool of personnel available under this Framework Agreement on Leasing of Personnel.

Qualification	Special Skills	Number of Hours per Event	Option: Number of Persons per Event	Billing Rate / Day + VAT
Hostess	German / English			€ 209
Service staff	Trained			€ 209
Setup / Dismantling Helper Dishwashing helper	To be instructed			€ 199
Senior Hostess	Managerial experience			€ 279

The Agreement shall go into effect one day before the event starts and end on the last day of the event, without notice.

Either party shall have the sole right to select and confirm the leasing of individuals from this pool. Pursuant to §315 of BGB (German Civil Code), each party shall exercise fair judgment under due consideration of the other party's requirements.

Agency

event it AG

Board of Directors: Markus Scheele (Chair), Marcus Eibach
Chair of Supervisory Board: Dr. Jochen Köckler
Commercial Register: District Court of Hannover, Germany
Commercial Registry No.: HRB 200153
VAT ID: DE229733845
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