

General Terms and Conditions of Contract of ARENARIA GmbH (ARENARIA) on the Staging of Special Concerts (shortly referred to as GTC)

1. Scope of Application

These GTC apply to all agreements with ARENARIA GmbH that relate to the provisioning of the event site Steinbruch St. Margarethen for the purpose of staging events, unless explicitly otherwise agreed in writing. These GTC shall apply also if we fail to explicitly refer to them in any subsequent agreements.

2. Scope of Use, Prohibition of Transfer

The transaction will be concluded when both parties sign the relevant agreement. ARENARIA will only provide the event site in Steinbruch St. Margarethen and will not act as event organiser. The use will be made under the exclusive responsibility of the CONTRACT PARTNER who is not entitled to any further sub-letting, transfer, provision, against payment or for free, of the rooms and spaces (in full or in part). The spaces and rooms will generally be provided in the condition in which they are at the time of hand-over. Any changes in or at the subject matter, the equipment, stage design, technical facilities, etc. are prohibited, unless ARENARIA has given its prior written consent. In case of such changes, the CONTRACT PARTNER shall immediately restore the prior condition at their own expense, upon request. ARENARIA shall, however, also be free to request that the changed condition remains as it is. ARENARIA will in no event make any reimbursement of any increase in value, the investments will pass to ARENARIA's property without any reimbursement.

3. Fee, Prohibition of Set-off

The agreed fees shall be deemed to be net prices, unless otherwise agreed in writing. The CONTRACT PARTNER shall not be entitled to suspend or reject their payments due to any type of claims, even if such are asserted on the basis of reported defects. Likewise, they may not set-off any claims with their counter-claims, unless ARENARIA accepted those claims or those have been found to be legally effective.

4. Default Interest

Default interest in the amount of 9.2 % p.a. above the current base interest rate, however a minimum of 12 % p.a. shall be deemed to be agreed in case of default in payment. Any reminders are subject to a charge. In case of any default, the CONTRACT PARTNER shall be obliged to pay to ARENARIA any costs that it incurs by taking appropriate debt collection measures. The rates and tariffs set forth in the *Rechtsanwaltstarifgesetz* [Lawyer's Fees Act] shall be deemed to be reasonable and agreed in relation to these costs.

5. Cancellation

The CONTRACT PARTNER may withdraw by making a unilateral written declaration under the following cancellation conditions: 50 % of the total fee to be expected (incl. VAT) will be charged up to 1 month prior to the date of the event; 75 % will be charged up to two weeks prior to the date of the event, and after that period 100 %. All costs and expenses already incurred by ARENARIA shall be reimbursed in addition.

6. Withdrawal by ARENARIA

ARENARIA shall be entitled to withdraw from the agreement for an important reason without granting any grace period, in particular if

- ARENARIA becomes aware that the planned event violates the agreements made between ARENARIA and the CONTRACT PARTNER, including these GTC, or any existing legal provisions or provisions of authorities or if it fears a breach of the public peace, order or safety or if interests of our house are violated;
- The CONTRACT PARTNER is in default of its financial obligations;
- The CONTRACT PARTNER's financial conditions are sustainably impaired;
- Any permits by authorities which might be necessary were not presented to ARENARIA or if the authority prohibits the event or if the event sites cannot be provided, in full or in part, due to force majeure (e.g. fire, bad weather, and the like) or due to another event not attributable to ARENARIA, that is outside of its sphere of responsibility.

In this case, the CONTRACT PARTNER will not be entitled to any type of claims against ARENARIA.

7. Provision, Warranty

The provision of the subject matter and the times for using it shall amicably be agreed between the CONTRACT PARTNER and ARENARIA. The CONTRACT PARTNER or any person authorised by them shall be present when the subject matter is handed over. Any defects found shall immediately be reported by the CONTRACT PARTNER, otherwise, they lose any and all rights arising from the existence of the defect. The application of Sec. 924 clause of the *ABGB* [Austrian General Civil Code] will be excluded by mutual agreement. ARENARIA will accept no liability for any special qualities of the subject matter that were not explicitly promised in writing. We shall exclusively be liable for being entitled to enter into the agreement forming the subject matter hereof and to provide the subject matter to the CONTRACT PARTNER for the purpose of the agreement. We shall not be liable that the subject matter is suitable for the purpose intended by the CONTRACT PARTNER.

8. Return

After the end of the event, the CONTRACT PARTNER shall perform a general cleaning (clean-swept, disposal of waste, bottles, boxes, etc.) of the event site. The rooms and spaces provided shall be returned in the same condition in which they were prior to the use. The person responsible on the part of ARENARIA and the CONTRACT PARTNER or their authorised representative shall inspect the site and will list all damage caused during installation, during the event itself or during deinstallation or the cleaning in a hand-over protocol. That protocol or the failure to make this inspection/to prepare the hand-over protocol will, however, not exclude the right to subsequently assert claims for damages.

9. Terms and Conditions of Use

(1) Any and all rooms and spaces provided shall be treated in line with their intended purpose, professionally and with due care, and by considering and respecting the substance. The CONTRACT PARTNER shall take all necessary precautions to prevent any type of damage.

(2) The equipment of the spaces and rooms and the organisational sequence of the event shall be determined at

least two weeks prior to the planned event in the context of a site inspection with a responsible person on the part of ARENARIA.

(3) The delivery of the objects, materials and the like necessary for staging the event shall be done in the period between 9:00 am to 4:00 pm, the exact time shall be agreed with ARENARIA.

(4) The catering support of the event shall exclusively be made on the basis of an order, at the expense and risk of the CONTRACT PARTNER - unless otherwise agreed.

(5) Any registrations which might be necessary and/or the obtainment of any permits for the CONTRACT PARTNER's event, including for the use of the parking spaces, shall be made and obtained by the CONTRACT PARTNER at their own expense and risk. ARENARIA shall be notified in due time, however no later than 3 working days in advance, of any activities by authorities, to enable its participation in such. Any and all permits and evidence of the registrations shall be submitted to ARENARIA, without any request, no later than 3 working days prior to the event. Any official control bodies, representatives of authorities and representatives of ARENARIA shall, at any time, be granted access to the rooms and spaces forming the subject matter hereof.

(6) Instructions given by the personnel of ARENARIA shall be adhered to without exceptions.

(7) ARENARIA shall be entitled to deny persons access to the event for security, fire safety or building inspectorate reasons. The CONTRACT PARTNER will not be entitled to any right to reduce the fee, claim damages or other claims against ARENARIA on these grounds.

(8) All escape routes must mandatorily be kept free.

(9) A strict smoking ban applies in all places where smoking is not explicitly allowed.

(10) If the behaviour of the CONTRACT PARTNER, their authorised persons, representatives or visitors causes a fire fighting or police operation prior to, during or after the event, or if ARENARIA is charged costs for such a deployment, an amount of € 300.- will be invoiced to the CONTRACT PARTNER as a handling charge, notwithstanding the assertion of any additional claims.

(11) In case of a violation of any of the above mentioned provisions, ARENARIA shall be entitled to an immediate cancellation of the agreement for an important reason, notwithstanding any further claims.

9. Authorisations by Authorities, Taxes

The CONTRACT PARTNER shall be obliged to ensure, at their expense, that all necessary authorisations and consents by authorities have been obtained no later than three working days prior to the start of the event. Likewise, they are responsible for fulfilling all legal provisions, regulations and conditions imposed by authorities, at their expense. All duties associated with the conclusion of the agreement and the event, such as e.g. entertainment tax (amusement tax), contributions to the AKM [State Authorised Association for Authors, Composers and Music Editors], fees for legal transactions or the like shall be borne by the CONTRACT PARTNER and the latter will indemnify and hold ARENARIA harmless thereof in full.

10. Liability, Limitation, Insurance

(1) ARENARIA will exclusively be liable for any damage caused by it by intent or gross negligence. Any liability for slight

negligence, the replacement of consequential damage, pure property damage, loss profits, unachieved savings, interest rate losses and damage from third party claims against the CONTRACT PARTNER shall be excluded. The amount of liability shall be limited to the fee paid by the CONTRACT PARTNER.

(2) ARENARIA will not be liable for any technical faults that are outside of its sphere of influence, as well as for any interruptions or faults of any supply (with electricity, water, etc.) and for other operational interruptions of any type that result from force majeure or culpable acts of third parties.

(3) The CONTRACT PARTNER shall bear the entire risk of the event organised by them, including preparation, installation, handling and deinstallation. They shall also be liable for all damage and accidents caused by them, their authorised persons, representatives and their visitors or by other persons that are on the subject matter with the CONTRACT PARTNER's consent, regardless of whether they are culpable or not. The CONTRACT PARTNER will assume the liability for all damage arising from the use and the associated activities and omissions, and also from objects installed by them in accordance with Sec. 1318 of the ABGB (Occupier Liability) and Sec. 1319 of the ABGB (Building Liability) and the path user liability under Sec. 1319a of the ABGB for the land areas forming the subject matter hereof. The CONTRACT PARTNER undertakes to indemnify and keep ARENARIA harmless of such, in full, to enter as party in any proceedings conducted according to Sections 17 of the ZPO [Code of Civil Procedure] et seq. on the part of ARENARIA and to reimburse to the latter any and all actual costs of necessary legal defence.

(4) ARENARIA will not accept any type of liability for any objects brought in. Likewise, ARENARIA will not be liable for any objects lost by the CONTRACT PARTNER, their authorised persons, representatives or visitors during or in connection with the event; that shall also apply to theft or other punishable acts of third parties.

(5) During the term of use, the CONTRACT PARTNER shall be responsible for the proper protection of the premises provided to them, at their own expense and risk. Accordingly, the CONTRACT PARTNER shall take all due and proper precautions necessary and appropriate to avoid any accidents. The CONTRACT PARTNER undertakes to indemnify ARENARIA and hold it harmless against that, in full.

(6) Any claims of the CONTRACT PARTNER against ARENARIA, regardless of the legal reasons, shall be asserted, in writing, within six months after the end of the event, otherwise they shall become statute barred.

(7) The CONTRACT PARTNER undertakes to take out and maintain a liability insurance for their event, including a sufficient sum insured, which covers any and all accidents that might arise from the use of the subject matter in compliance with the agreement, and a bad debts insurance for their event with a sufficient sum insured to ensure the refund of any ticket prices. The policies, including confirmation of coverage shall be submitted to ARENARIA, without the need for a request, no later than three working days prior to the event. In case of a non-conclusion or non-submission of any documents proving the existence of the insurance, ARENARIA shall be entitled to

reject the provision of the subject matter to the CONTRACT PARTNER.

11. Miscellaneous Provisions

(1) Any amendments or supplements shall be made in writing to be legally effective; that shall also apply to any waiver of the written form requirement.

(2) Any taxes, duties and charges arising in connection with this contractual relationship and the event shall be borne by the CONTRACT PARTNER.

(3) Either party hereof waives the defence of reduction by one half (Sec. 934 of the ABGB) and the contestation of the agreement regarding the event due to a mistake or due to the fact that the basis of the transaction ceased to exist.

(4) The factually competent court in Eisenstadt, Austria, shall have jurisdiction for any and all disputes arising from this agreement. ARENARIA shall, however, be entitled to sue the CONTRACT PARTNER at their ordinary place of jurisdiction.

(5) Austrian law shall apply exclusively, to the exclusion of the referral standards.

(6) If one or several provisions of these GTC and/or of the agreement are ineffective, null and void or contestable, in full or in part, the other provisions shall remain in full force and effect. Any ineffective or illegal provision shall be replaced by another valid provision that comes as close as possible to the sense and purpose of the provision to be replaced. The same shall apply in case of loopholes in the agreements.

ARENARIA GmbH