

Place / date

Personnel Recruitment

the fair agency gmbh

16.3

the fair agency gmbh | Agentur für Messedienstleistungen Theresienstraße 47 b | 85399 Hallbergmoos | Germany Tel. +49 175 2906469 info@the-fair-agency.com Exhibitor Hall / Stand no. Outdoor exhibition area / Block VAT no. Contact Street / P.O. Box E-mail Country / Town / Postcode Tel, with area code and ext. Fax with area code and ext. the fair agency gmbh provides you with trained and committed personnel for your Deployment times (including breaks) presence at trade shows/exhibitions/congresses. Our staff is flexible and has event Briefing on day prior to trade show required (usually approx. one hour) experience. We put your ideas into practice and support you in your preparation and implementation of the event with targeted staff deployment. On the trade show days Our services in detail planning and organization of personnel training First day no, of hours from to advice on the implementation of your ideas selection of personnel in accordance with your requirements based on file Subsequent trade show no. of hours to - supply of individual, customized rental clothing days except last day you can contact us via our service hotline at any time during the event - on request, assumption of full project management on site Last trade show day from no, of hours to We would be pleased to provide you with a non-binding quotation for Type of clothing required Hostesses/Hosts/Service staff Standard (suit/ladies' suit black, white blouse) Clothing to be supplied by the exhibitor Number of persons . Rental uniforms or rental clothing Duties Information Promotion Meet & Greet please specify Kitchen VIP care Service Other (please specify) Notes Interpreter/Translator (bookable for half day/full day only) This is a non-binding inquiry form. Professional interpreter (simultaneous / consecutive) Based on the requirements listed above, we will draw up a specific quotation within three working days and propose suitable personnel via file cards. Conversation interpreter (native speaker/language student) Any contract agreed is concluded between the exhibitor and Messe München GmbH's contracting company following confirmation of quotation. Language skills required German English French the fair agency gmbh supplies personnel in accordance with the provisions set out in the German Employment Agency Act. The prices charged include the social secu-Italian Portuguese Spanish rity deductions and taxes required by law. The service provision agreed is regularly Other language monitored during the trade fair. Should staff members supplied for the duration of the fair be unavailable due to illness, they will be replaced at no extra cost.

Company stamp and legally binding signature of exhibitor

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Terms of booking for event personnel

§ 1 General - Area of Application

- Our standard terms and conditions (STC) apply exclusively; conditions that are conflicting or deviate from our STC are not recognized by us unless we have consented to their applicability explicitly and in writing. Our STC also apply if we render our services even though we are aware of our client's conditions that are conflicting or deviate from our STC.
- 2. All agreements that deviate from our STC and are concluded between us, the supplier of temporary employees, and our client, the hirer, for the purpose of executing our client's order are valid only if they have been put in writing and signed by us with legal effect. All changes to the original order, subsidiary agreements, and additional orders are valid only if they have been put in writing and signed with legal effect.

§ 2 Offer and booking

- In general, our offers are binding on us for a period of only three weeks, but this period can be extended by mutual agreement up to the beginning of the deployment, or possibly shortened, depending on the dates in question.
- A booking takes legal effect when the hiring contract has been signed by both parties. Signatures are recognized as legally effective when they have been written by hand and transmitted by regular mail or when they are generally recognized electronic signatures transmitted by email.
- By booking services pursuant to paragraph (4), the hirer expressly declares unreserved agreement with the offer's description of services and framework conditions; in particular, the hirer accepts our payment conditions and prices, and the statutory provisions of the German Temporary Employment Act (AÜG).
- 4. A booking is deemed as having been accepted by us when the advance payment invoice amount has been credited to our bank account and we have not refused acceptance in writing by the end of the second working day thereafter.
- 5. We reserve the right to dissolve a valid contract with immediate effect and to immediately withdraw the personnel supplied if we become aware that the personnel supplied are directly or indirectly deployed for execution or support of acts that are unlawful, contrary to public policy, or that pose a risk to human health.

§ 3 Termination of the Hiring Contract

The hiring contract has a limited term and therefore does not need to be terminated. This does not affect the parties' rights to cancel for good cause pursuant to sect. 626 BGB (German Civil Code).

§ 4 Inability of Committed Personnel to Work

If one or more persons committed for deployment is unable to work for reasons for which the hirer is not responsible, then we shall endeavor to provide adequate replacements. The additional costs for this will not be charged to the hirer. In the event that replacements cannot be provided, the payment due from the hirer will be reduced accordingly. Further claims by the hirer are barred unless our actions were intentional or grossly negligent.

§ 5 Complaints

- If the personnel deployed falls short of the qualifications assured in the offer to a substantial extent, then the hirer must report this to us as soon as possible, by the end of the first day of deployment at the latest. We will then endeavor to provide a replacement with the agreed qualifications as soon as possible.
- 2. If the personnel deployed conduct themselves in such a way that the hirer is justified in complaining, this complaint must be notified to us directly after such an incident with a statement detailing the complaint. If the hirer is justified in demanding that a particular person be replaced, then this person must be relieved of his or her duties at once. If this person continues to work, then the right to a replacement ceases to exist.
- If deployed personnel miss work and are to blame, the amount due from the hirer for their services shall be reduced accordingly.

§ 6 Liability

In principle, we are liable only for the qualifications of the employees we hire out, as specified in the contract, insofar as the statutory provisions do not prescribe anything else.

§ 7 Payment Conditions

- The payment conditions are governed by the conditions in the offer and by these STC.
- To have the effect of discharging debt, payments must be made to our bank account in euros and without any deductions (such as bank charges or costs of credit transfer).

§ 8 Applicable Law / Place of Jurisdiction

This hiring contract is governed solely by the law of the Federal Republic of Germany. The place of jurisdiction is Munich.

§ 9 Discrepancies of Translation

If there are any discrepancies between the translation of these provisions into English and the German language version, then only the German language version shall apply.

Munich, March 2013

16.3 Status: June 2022