

Münzgasse 9, 60311 Frankfurt am Main, Germany Tel. +49(0)69 212 364 38, Fax +49(0)69 212 307 53 Last amended: January 2019

GENERAL TERMS AND CONDITIONS FOR EVENT SPACE HIRE AND OTHER SERVICES OF THE INSTITUT FÜR STADTGESCHICHTE IM KARMELITERKLOSTER (INSTITUTE FOR THE HISTORY OF FRANKFURT IN THE CARMELITE MONASTERY)

Our General Terms and Conditions form part of the Venue Hire Agreement that has been concluded and are exclusively applicable. We do not recognise any Hirer's terms and conditions that are in conflict with or differ from our own General Terms and Conditions unless we have expressly approved their validity in writing. Our General Terms and Conditions shall also be applicable if we unconditionally perform the agreement in the knowledge that the Hirer's terms are in conflict with or differ from our own General Terms and Conditions. Organisers shall be considered to be Hirers. The Institute for the History of Frankfurt shall hereinafter be referred to as the Owner or the Institute.

Implementation of the Venue Hire Agreement shall be a matter for the Institute and persons authorised by the same.

INTRODUCTION

Any events that are contractually agreed take place in historic premises protected under the German Historic Buildings Act (*Denkmalschutzgesetz*) and therefore require special care and sensitivity. These General Terms and Conditions contain guidelines for this purpose. They are designed to help in ensuring that the facilities of the Carmelite Monastery can continue to be available for events.

When planning and conducting an event, it must be warranted at all times that the dignity of the building is not compromised, considering that it was once built and used as a monastery. To safeguard the monastic spirit associated with the complex, it is therefore not

allowed, in particular, to use the space as a dance venue or to hold parties or any other exuberant celebrations.

Whenever activities are conducted, outside the hired space in particular, care must be taken that there is no interference with other operations within the complex.

The premises of the Carmelite Monastery qualify as a public space under the terms of the relevant legislation protecting the public against passive smoking (Hessian Non-Smokers Protection Act, HessNRSG). A general smoking ban is therefore operated throughout the buildings and in all other enclosed spaces.

CLAUSE 1 OBJECT OF THE AGREEMENT

- 1. The object of the agreement is the hired space specified therein, including the facilities and technical fittings, on the terms of the agreement, as well as various additional services.
- 2. The hired space of the Carmelite Monastery (Refectory, Dormitory, Parlatory (Seminar Room), Garden, Cloister and Artists' Cloakrooms) is made available to users in the state which the users have already seen, without ancillary rooms and in an orderly condition, for the agreed purpose of their event and for the agreed period of time.
- 3. Unless users voice complaints when taking over the space, it shall be considered as accepted in perfect condition. It is not possible to lodge complaints after this point.

CLAUSE 2 CONCLUSION OF THE VENUE HIRE AGREEMENT

- 1. A binding agreement on the hiring of space and facilities does not come into force until the Hirer has accepted a written proposal from the Owner and signed it and until the agreed advance payment has been received by the Owner on the designated bank account. All contractual agreements between the Hirer and the Owner must be concluded in writing, with signatures. Post-contractual agreements cannot be concluded verbally.
- 2. By concluding the agreement, the parties confirm that no supplementary agreements have been made between them. Any supplementary agreements, changes and additions must be made in writing, with signatures, and must be approved by the Institute.

CLAUSE 3 OBJECT, CONTENT AND PURPOSE OF THE VENUE HIRE AGREEMENT

1. The Venue Hire Agreement applies exclusively to the provision of space – i.e. the Foyer, Refectory, Dormitory, Parlatory (Seminar Room), Cloister, Garden and Artists' Cloakrooms – as well as to the facilities and technical equipment of the Carmelite Monastery.

Any provision of further facilities must be agreed and paid for separately.

- 2. The Hirer shall not permit the use of the space by a third party, particularly not by subletting, without the Owner's prior consent. If the Owner refuses permission for such use, this does not entitle the Hirer to terminate the Venue Hire Agreement for cause.
- 3. The Hirer declares its consent that the Owner may exercise domiciliary rights towards the Hirer and visitors of the event, either through the Owner's employees or through appointed agents.
- 4. The Hirer shall give the Owner the name of a project manager before the beginning of the hire period; this project manager must be present during the Hirer's setup and setdown as well as during the event itself and must be contactable by the Owner.
- 5. Once the Venue Hire Agreement has been concluded, and no later than four weeks before the beginning of the event, the Hirer shall provide the Owner or their authorised agent with the programme and detailed schedule and shall discuss these details with it. The Owner is entitled to terminate the Venue Hire Agreement without notice if the use intended by the Hirer differs significantly from the contractually agreed use and if the agreement can not be amended accordingly. If, after submitting the programme, the Hirer intends to make a significant change to the course of the event, it must notify the Owner without undue delay. If the Hirer fails to do so, the Owner shall be entitled to terminate the Venue Hire Agreement without notice.
- 6. If, after the conclusion of the Venue Hire Agreement, there is a likelihood that the Hirer may be unable to pay hire fees or make security payments or any other payments due to its loss of financial capability (i.e. deterioration of assets), the Owner may refuse to provide the hired space, unless the Hirer pays the agreed hire fees (as specified in the Venue Hire Agreement) in full and in advance or unless the Hirer provides collateral for such payment. The Owner shall not be entitled to withhold performance if it was already aware of circumstances showing the Hirer's lack of financial capability when the Venue Hire Agreement was concluded.

HIRE PERIOD

- 1. The hired space, technical equipment and other facilities are provided to the Hirer for the period of time specified in the agreement. Furnishings, equipment, etc may only be set up and set down within this period. If the agreed hire period is exceeded, the Hirer shall be charged a pro-rata hire fee per extra hour (i.e. total hire fee divided by agreed number of hours).
- 2. If the Hirer fails to return the hired space in a contractually compliant state on the agreed date of return, it is considered to be in default. In the event of such default, the Owner may conduct the necessary clearance at the Hirer's expense and have the relevant items stored on third-party premises, also at the Hirer's expense.
- 3. If the Hirer fails to vacate the relevant space by the time specified in the Venue Hire Agreement, or if the Hirer has caused damage to those premises which is within its responsibility, so that they will not be available in time for other bindingly specified use, then the Hirer shall be held liable to this extent for the resulting loss. In particular, the Hirer shall indemnify the Institute against all claims made by subsequent Hirers.

CLAUSE 5 HIRE FEE, PRICES AND TERMS OF PAYMENT

- 1. Hire fees and flat rates for the provision of furnishings, equipment, water and electricity shall be specified by the Institute. German VAT at the relevant rate is not included in those prices and shall be charged in addition.
- 2. The due dates of hire fees, flat rates and other costs are specified in the Venue Hire Agreement, with payment details being given on the invoice. The hire fee must generally be credited to the contractually specified bank account in full four weeks before the beginning of the event. Fees for services, event equipment and furnishings shall be payable after the event and are calculated according to what was actually used. They are due as specified in the relevant invoice. Cheques are not accepted.
- 3. If the Hirer is in arrears, the Owner may charge interest on arrears at the prevailing statutory rate. The Owner is entitled to claim further damages for the delay in payment if it can show that the loss is higher than the interest rate. The Hirer, on the other hand, is entitled to prove to the Owner that delayed payment has led to a significantly lower loss or none at all. Once a delay in payment has occurred, the Hirer is also liable to reimburse to the Owner the costs of reminders, at EUR 10.00 each.
- 4. The use and setting-up of the furnishings available in the premises is covered by the hire fee. Cleaning before and after the event shall be charged according to time

spent at the hourly rate specified in the price list. For events on a larger scale, the use of electricity and water shall be charged depending on usage, as specified in the agreement and the price list. Additional services, furnishings, event equipment, event staff, etc shall be billed according to the relevant price list.

CLAUSE 6 COMPLIANCE WITH STATUTORY REGULATIONS

- 1. The Hirer specified in the agreement is also the organiser of the event that is to be conducted in the hired space. It must observe all the relevant trade regulations, regulatory requirements and fire regulations as well as the German Public Meetings Act (*Versammlungsgesetz*), the German Act on Sundays and Public Holidays (*Gesetz über Sonn- und Feiertage*) and is responsible to ensure compliance. The Hirer is furthermore responsible for observing preventative fire regulations, and seating plans provided by the Owner with due regard to escape routes. The Hirer must not exceed the maximum number of permitted visitors specified by the Owner (see Function Rooms at the Carmelite Monastery: Dates, Prices and Options). The Hirer acknowledges the regulations for the protection of young persons and accepts liability for their compliance.
- 2. If an official permit or licence is required for the agreed event, the Hirer shall submit the same to the Owner within a reasonable time before the beginning of the event and without being prompted. The Owner accepts no responsibility that official permits or licences will be issued for the intended event. The Hirer/organiser is responsible for obtaining any licence from the German Performing Rights Society (GEMA) or from any other copyright collecting agencies if this is a statutory requirement for the relevant event.
- 3. Compensation claims for the lack of official and other permits and licences, and compliance with statutory regulations, are exclusively the Hirer's liability, even if the Owner performs work at the Hirer's request. The Hirer shall indemnify the Owner against any third-party claims to this effect.

CLAUSE 7 LIABILITY

1. Events are conducted at the organiser's own risk. The organiser accepts liability for safety and security while the event is being held. The organiser or an event manager appointed by the same thus carries out the duties of the "operator" (Betreiber) as defined in the Hessian Regulations for Meeting Venues (Versammlungsstättenverordnung), section 38 f.

- 2. The organiser shall ensure that the hired space is treated with care and that damage to the fabric of the building is avoided.
- 3. The indoor and/or outdoor space of the Carmelite Monastery shall be used under the exclusive and full liability of the organiser, especially during preparations for the event and, later, while the event is in progress.

The Hirer shall be liable for any personal injuries as well as any damage to premises, structures both inside the premises and in the garden, fixtures and other property damage, including any consequential damage, culpably caused by the Hirer, its employees, appointed parties and other third parties (e.g. suppliers and vicarious agents). The Hirer shall also be liable for loss or damage caused by visitors or opponents of the event that is organised by the Hirer in cases where the Hirer has culpably contributed to the loss or damage or could at least have anticipated the same, but culpably failed to take reasonable precautions. The Hirer shall be liable, in particular, for loss or damage caused by the same or by persons specified in the first sentence through the negligent use of facilities or technical equipment brought to the premises. If the damage or loss is solely within the Hirer's liability, it is the Hirer's responsibility to demonstrate that it was not at fault. Any damage to Institute property shall be either professionally repaired or financial compensation shall be paid upon coordination with the Institute. The Institute's minimum claim shall be the replacement cost of the damaged property, including the cost of transport, installation and any incidental expenses.

- 4. The Hirer shall ensure that the event does not exceed the maximum number of people permitted by building authorities in the hired space as specified in the price list (see Function Rooms at the Carmelite Monastery: Dates, Prices and Options). If this number is exceeded, any resulting loss or damage shall be the Hirer's liability.
- 5. The Owner's liability shall be limited to loss and damage due to the discernible condition of the hired space, hired property and/or the technical equipment that is provided as well as any culpable violations of the Owner's duties.
- 6. The Owner's extent of liability shall be limited as follows. As regards damage claims arising from violation of duties and unlawful acts (of the Owner, its legal representatives or vicarious agents), the Owner shall only be liable if there is proof of the Owner's gross negligence or wilful conduct. This does not cover claims arising from injury to life, limb or health. Neither does it cover the Hirer's entitlement to damage compensation instead of performance. If the Owner is liable, then the extent of its liability shall always be limited to foreseeable and contractually typical loss or damage.
- 7. The Hirer shall be liable to ensure that the event does not violate any third-party rights. The Hirer shall indemnify the Owner against any damage claims brought by visitors to the event, by persons appointed to conduct the preparation, implementa-

tion or organisation of the event or by any other third parties associated with the event. Indemnification shall include any expenses incurred by the Owner or potentially arising in connection with claims put forward by a third party. This does not apply if loss or damage arising from injury to life, limb or health has been culpably caused by the Owner, its legal representative or its vicarious agents, and neither does it apply to other loss or damage caused either negligently or deliberately by the Owner, its legal representative or its vicarious agents.

8. Any items brought to the premises by the Hirer and belonging to the Hirer, its employees, vicarious agents or suppliers must be stored by the Hirer in the relevant allocated rooms. The Owner accepts no liability for valuables, cash, clothes and other items brought to the premises by the Hirer, its employees, appointed agents, any sub-hirers, other third parties or visitors. Surveillance of equipment and hired items brought to the premises shall be the Hirer's liability throughout the hire period.

CLAUSE 8 SUPPLEMENTARY SERVICES AND STAFF AT THE VENUE

- 1. Each event is capably supported by project managers from the Institute or our authorised agency, covering the entire period from the request for a quotation to the holding of the event, thus ensuring its success for all those involved as well as compliance with the relevant regulations of use.
- 2. Each event requires the presence of both someone on the door and security service staff. Such staff are provided by the Owner or its authorised agency, and the work is charged according to the agreed hourly rates. Staff for event equipment, cloakroom, toilet and venue cleaning can only be booked via the Owner or its authorised agency. The relevant hourly rates are specified in the price list and/or quotation.
- 3. The user must comply with any requirements made by the Institute concerning companies or agencies that are to be used.
- 4. Catering and technical services may only be provided by companies that are familiar with the conditions at the Carmelite Monastery and may be chosen from the Owner's list.

CLAUSE 9 ADVERTISING

1. Advertising media and other signs, banners, etc may only be set up in the hired space (within and outside the hired rooms) upon obtaining the Owner's prior permission. Such facilities must subsequently be removed within the agreed hire period. Otherwise clause 4 (2) of these Terms and Conditions shall be applied.

- 2. The Hirer is permitted, at its own expense, to put up a banner, 5 x 1 metres, on the outer façade of the Carmelite Monastery, facing Münzgasse, using the fixtures near the main entrance intended for that purpose. If a banner belonging to the Owner is already in place, the Hirer shall bear the cost of taking down that banner and putting it up again after the event.
- 3. The Hirer may also, at its own expense, use a gobo projector to project images onto the façade of the Carmelite Monastery. If a gobo projector belonging to the Owner is already in place, the Hirer shall bear the cost of taking down that projector and putting it up again after the event.

CLAUSE 10 COMMERCIAL PHOTOGRAPHIC WORK

Unless the Hirer has obtained prior permission from the Owner, it shall not permit photographers to take photos for commercial purposes (especially of wall paintings, exhibitions or the architecture of the Carmelite Monastery) or for any other business activity, with the exception of photography within the context of the event. The Owner may stipulate that permission will only be granted if a separate fee is agreed.

CLAUSE 11 RADIO, TV, VIDEO AND FILM RECORDINGS

Transmission and recordings of events for radio, TV, video and film are only permitted with the Owner's consent. The relevant financial terms shall be subject to a separate agreement.

CLAUSE 12 INSURANCE

To cover the risks of the event, the Hirer shall conclude both liability and property insurance. Each policy must cover typical risks of loss and damage. Documentary proof of insurance must be submitted to the Owner unprompted and no later than 48 hours before the beginning of the event.

CLAUSE 13 REGULATIONS FOR THE USE OF PREMISES

1. The Hirer may only use the hired space for the purpose of the agreed event. The relevant space must be treated with care. The Hirer shall observe all instructions

- given by the Owner or its agents relating to the preservation of the murals by Jörg Ratgeb in the Cloister and Refectory and concerning the fabric of the building.
- 2. Any employees or the agency appointed by the Owner must be granted access to the hired space at any time.
- 3. Any instructions issued by employees of the Owner or the agency appointed by the Owner must be followed during the preparations and during the event itself. They exercise domiciliary rights towards the Hirer, towards third parties associated with the event and towards visitors to the hired space.
- 4. The Hirer may only connect to the Owner's electricity by itself if such use has been agreed with the facility management of the Institute.
- 5. All fire alarms, hydrants, smoke dampers, electrical distribution and shaft cables, telephone switchboards and accessories and any vents from the heating and ventilation systems must be kept unobstructed and accessible at all times, and neither must any of the marked escape routes and emergency exits be constricted or obstructed by objects of any kind whatsoever. It must always be possible to open emergency exits from inside, including during the event itself. If access to emergency exits and and the actual escape routes are not immediately vacated by users, the Institute or its authorised agents may do so themselves.
- 6. The Owner's permission is required for any modifications, installing and dismantling within the hired space and also for the attachment of decorations, signs, posters, etc. The Hirer is not permitted to damage walls etc with adhesive or by suspending items from them. The Hirer is not permitted to move, rearrange, label or paint furnishings, equipment, fittings or any other items associated with the buildings, nor may the Hirer bring those items into contact with varnish, paint or liquid, nor attach adhesive, nails, screws or any other fasteners or modify them in any other way. This applies to the buildings themselves, parts thereof, outer façades and any outdoor furnishings and equipment.

Any items installed or otherwise set up must meet official building and fire regulations. In the case of buffets and in any kitchen area, a suitable protective cover must be placed underneath food and drinks. This must not be attached with adhesive tape. When the event has been concluded, the Hirer must restore the original state at its own expense. If the Hirer fails to comply with this duty despite a request and a deadline being set by the Owner, the Owner may conduct clearance and removal itself. The cost of such work shall be borne by the Hirer.

7. Prior to bringing particularly heavy items into the premises, requiring a base or special supports, the Hirer shall conduct timely negotiations with the Owner concerning transportation to and from the premises and concerning setup.

- 8. The Hirer is not permitted to use any kind of open fire or any substances that may be dangerous in any way (e.g. stage effects). There is also a ban on smoking throughout all premises of the Carmelite Monastery, and a ban on the use of red wine, cola and other dark drinks likely to leave stains in the sandstone.
- 9. For decoration the Hirer may only use file-retardant items or items which have been made fire-retardant through the use of an officially recognised impregnating agent that meets B1 requirements under DIN 4102. Decorations made from paper or similar material may only be put up out of reach of visitors. Hall walls and other room partitions must not be covered with highly flammable materials. Packaging materials, paper and other highly flammable waste must be removed by the Hirer without undue delay and must not be stored in corridors or adjoining rooms.
- 10. Any items loaned from the Owner must be returned to the same in perfect condition. They may only be modified upon consultation with the Owner. If loaned items are not returned to the Owner in their original state, then the Owner may, after presenting a request to this effect, replace the items in cases where the Hirer has failed to meet this duty within a reasonable period of time. The cost of replacement shall be borne by the Hirer.
- 11. Setdown shall always take place straight after the end of the event and must usually be concluded on the same day. A longer setdown period is subject to prior coordination with the Institute or with its appointed agency, who may grant a longer period, depending on the requirements of possible subsequent events. Any premises, sections of the building, outdoor facilities and parking spaces that are in use must be swept clean. If the Hirer fails to do this, the Institute or its appointed agency may do so themselves or have the work done by a third party and may charge the Hirer for the relevant expenses or work.
- 12. Any damage to municipal property, including exhibits from the Archaeological Museum in the Cloister, shall be either professionally repaired or financial compensation must be paid, upon coordination with the Institute. The Institute's minimum claim shall be the replacement cost of the damaged property, including the cost of transport, installation and any incidental expenses.
- 13. The Owner shall be entitled to a joint inspection of the hired rooms, together with the organiser or with a person appointed by the organiser; this inspection shall be conducted either by Owner or by its appointed agency before the beginning of the event and after the conclusion of the event. The inspection will be documented, listing any defects, damage and other cost-related factors. The record shall then be signed by all the persons participating in the inspection.
- 14. The Refectory and Cloister contain early 16th-century murals by Jörg Ratgeb, which are listed as historic artefacts. They must be treated with particular care, and it is therefore paramount that they must not suffer any damage or other adverse ef-

fects. Any objects set up in these rooms must be placed at a distance of at least 1 metre from the murals.

- 15. Solvents and liquid paint must be treated with the utmost caution and may only be used in the presence of a representative of Frankfurt City Council or its appointed agency.
- 16. The hired rooms, technical facilities and hired furnishings may only be used for the agreed event and must be treated with care. Users shall ensure that the rooms are cleaned regularly and sufficiently.
- 17. An appointed agent of the user must be present when exhibits, furnishings, catering equipment and food, etc are delivered, and shall receive those items. In all other respects, any instructions given by the staff of the Institute or by its authorised agents must always be observed during preparations for an event and during the event itself.
- 18. Technical equipment may only be operated by staff from the Institute or by its appointed agents. In particular, the Hirer may not set up or install its own lighting equipment or connect equipment or appliances to the high or low-current power grid without first obtaining express permission from the relevant department of Frankfurt City Council.
- 19. Throughout the event itself and also during setup and setdown the Institute will not provide any surveillance service for the Hirer's items brought to the premises. Generally only the reception desk will be staffed. Should such a service be required, it must be requested via the Institute or its appointed agent. Taking entrance fees and selling catalogues will be the responsibility of Institute staff, unless a different procedure has been expressly agreed between the parties.

CLAUSE 14 TERMINATION

- 1. The Owner and the appointed agency may terminate this agreement for cause in the event of any of the following circumstances:
 - if the Hirer is in arrears with a substantial part of its payments,
 - if there is a possibility that the intended event may cause disruptions to public safety and order or that it may damage the reputation of the City of Frankfurt, or if the event violates existing laws and if, despite being requested to do so, the Hirer fails to remedy the reported shortcomings within a reasonable period of time,
 - if the hired premises cannot be made available due to force majeure,

- if the licences and permits required under clause 6 are not available, or if the Hirer fails to meet its obligation to such an extent in particular, through sustained violations of the house rules that the Owner cannot be reasonably expected to continue performance of this agreement.
- 2. Any withdrawal from the agreement or termination without notice must be communicated to the Hirer without undue delay, stating the reasons. If the Owner or its appointed agency uses the right of termination detailed in clause 16, the Hirer shall not be entitled to compensation for damages, reimbursement of expenses or loss of profit.
- 3. If the Owner or its appointed agency has prepaid certain expenses for the Hirer and if the Hirer is under a contractual duty of reimbursement, then the Hirer shall in any event reimburse the Owner or its appointed agency for the relevant prepaid expenses.

CLAUSE 15 CONSEQUENCES OF TERMINATION FOR THE HIRER

- 1. The Hirer's right to termination for cause shall remain unaffected.
- 2. If the event does not take place or if it is cancelled for reasons within the Hirer's responsibility, then the Owner or its appointed agency shall still maintain their payment claims in respect of rent, incidental expenses and any other goods and services. The Hirer must, however, offset any saved expenses in respect of agreed goods and services and any earnings arising from subsequent tenancies occurring in replacement of the cancelled tenancy.
- 3. To ensure that a replacement event may be held, the Hirer must effect any cancellation as early as possible and in writing.
- 4. If the Hirer cancels the agreement, it is liable to pay 30% of the hire fee as well as an organisational fee of EUR 150 plus German VAT per day of the event. If the event is cancelled more than 10 weeks before it is due to start, 50% of the hire fee shall be payable; for more than six weeks before the start, the cancellation fee shall be 80%; and if the event is cancelled within the last four weeks of the start, 100% shall be payable.

If the event is cancelled more than four weeks before it is due to start, the Hirer shall pay 50% for additional services such as service staff; if cancellation takes place more than one week beforehand, the Hirer shall pay 80% of additional services; and if the Hirer cancels within the last week, it shall pay 90% of the total price for additional services.

Under this flat-rate compensation arrangement, the Hirer has the option of showing that the actual loss incurred is lower than this. Likewise, the Owner is entitled to assert higher damages.

CLAUSE 16 FORCE MAJEURE

If the space cannot be hired as detailed in this agreement due to force majeure, i.e. an occurrence not associated with either of the parties (e.g. war, natural disaster, strike action, government action, etc), both parties shall bear any costs and expenses which they themselves have incurred up until that moment. They shall not be entitled to mutual damage claims.

CLAUSE 17 APPLICABLE LAW AND PLACE OF JURISDICTION

- 1. These business relations and all legal relations between the parties shall be subject to the law of the Federal Republic of Germany.
- 2. If the Hirer is a business under the terms of the German Commercial Code (HGB), a public-law entity or a public-law special fund, then Frankfurt am Main shall be the exclusive place of jurisdiction for any disputes arising directly or indirectly from this contractual relationship. The place of jurisdiction shall also be Frankfurt am Main if the Hirer relocates its domicile or place of business outside Germany after the conclusion of the agreement or if its domicile or place of business is not known when legal action is filed.
- 3. If individual provisions of this agreement turn out to be ineffective or impracticable, either wholly or in part, or if they become ineffective or impracticable due to changes in legislation after the conclusion of the agreement, then this shall not affect the provisions of the remaining agreement or the effectiveness of the agreement as a whole.

The ineffective or impractical provision shall then be replaced by a provision that is both effective and practical and which comes as close as possible to the meaning and purpose of the invalid provision.

If the agreement turns out to contain one or more loopholes, then provisions shall be deemed to have been agreed that match the meaning and purpose of the agreement and which would have been agreed if the parties had been aware of the loophole(s).

4. The place of performance is Frankfurt am Main.