TERMS AND CONDITIONS FOR PREMISES AND ADDITIONAL SERVICES - STOCKHOLMSMÄSSAN AB

2026-08-01

An accepted offer/booking confirmation is a binding agreement between the party identified in the offer/booking confirmation (referred below as "the Organizer") and Stockholmsmässan AB (hereinafter "SM"). The booked spaces, dates when these are used and prices are further specified in the offer/booking confirmation. In case of relocation by SM, all spaces listed in the offer/booking confirmation may be replaced with another equivalent space within the venue. All prices are exclusive of VAT and other taxes.

1. Payment

1.1 The Organizer shall, upon invoice from SM with 30 days net payment terms, within thirty (30) days after signing the Agreement, pay 10% of the Compensation and applicable VAT. The Organizer shall, under any circumstances, upon invoice from SM with 30 days net payment terms, at least six (6) months prior to the Access Date pay 75% of the Compensation and the applicable VAT. The organizer shall also, under any circumstances, upon invoice from SM with 30 days net payment terms, at least thirty (30) days prior to the Access Date pay 15% of the Compensation and the applicable VAT.

1.2 The Organizer shall, after the Final Settlement and upon invoice of SM with fifteen (15) days net payment term, within thirty (30) days after completion of the Event, pay any remaining Compensation and Additional Compensation. Compilation and final settlement of any remaining earnings and expenses between the Parties shall take place no later than 60 days after the fulfilment of the Event upon invoice from SM.

1.3 All invoices under this Agreement will be made only to those companies that have been identified as Parties to this Agreement. Each Party shall be responsible for re-invoicing to any other companies on its side for services/benefits etc. for the Event, as applicable.

1.4 SM reserves the right to charge additional costs arising from decisions by public authorities or other circumstances beyond SM's control. In such cases, SM shall promptly inform the Organizer of the price adjustments.

1.5 In addition to the Remuneration, SM shall be entitled to charge the Organizer an environmental fee in accordance with the applicable price list.

1.6 The terms of payment are 30 days from the date of invoice and payment should be made according to bank details on invoice unless the Parties have agreed otherwise. SM has the right to charge any bank or transactional costs arising from a deviant payment.

1.7 Parties have the right, in the event of late payment by the other Party, to charge interest, currently 1,5 %, per month on any overdue payment

2. Cancellation Policy

2.1 If the Organizer cancels the Event no later than twelve 12 months before the Access Date, the Organizer must pay a cancellation fee to SM of 10% of the agreed Compensation for the Event

2.2 If the Organizer cancels the Event three to twelve (3-12) months before the Access Date, the organizer shall pay a cancellation fee to SM corresponding to 50-75% of the estimated Compensation for the Event. If the Organizer chooses to cancel the Event later than three (3) months prior to the Access Date, the Organizer shall pay a cancellation fee to SM corresponding to 100% of the estimated Compensation for the Event

2.3 All cancellations must be notified to SM in writing and the date when SM receives such notification shall be considered as the effective date of cancellation.

2.4 If the Organizer cancels the Event or part of the Event, for whatever reason, less than thirty (30) days prior to the Access Date, SM shall have the right to charge the Organizer for any costs related to pre-booked staff, including but not limited to, security, entrance services, and similar functions. Such costs shall be charged in addition to the cancellation fees set out in this section.

3. Alignment of the Event

3.1 The Organizer undertakes, prior to final confirmation of the booking, to notify SM the scope of the Event. The Organizer shall not use the premises for any purpose other than that which has been stated. Any amendments or additions to these terms shall be made in writing and signed by the respective parties to be valid

4. Organizer's Commitment

4.1 The Organizer undertakes full financial and organizational responsibility for the Event which, inter alia, means responsibility for any marketing, sales, administration, performance, etc. of the Event which is not included in the SM's Basic Package of Services.

4.2 This also includes all information to the Exhibitors, unless otherwise agreed in writing between the Parties. The Organizer shall provide, and seek SM's approval of, any material sent to the Exhibitors regarding technical information etc.

4.3 The Organizer undertakes to comply with Swedish laws, ordinances and regulations and the decisions of the authorities. Each Party undertakes to respect fundamental democratic values, including human rights, equality, and non-discrimination as a condition of this agreement. It is the responsibility of the Organizer to obtain any necessary approvals, permits and licenses by the relevant authority. This includes any music rights with associated statutory compensation requirements from, among others, STIM (Swedish composers' international music agency) and SAMI (Swedish artists' and musicians' interest association).

4.4 The Organizer undertakes to follow SM's technical rules, hereinafter "General Rules", and SM's general terms and conditions, hereinafter the "General Terms and Conditions" and support SM´s Sustainability Policy, which all form part of this Agreement and which are available on SM's website, www.stockholmsmassan.se.
The Organizer also undertakes to ensure that the Organizer's terms and conditions for the agreements with Exhibitors comply with these provisions. The Organizer must make every Exhibitor attentive to these provisions at the latest when each such agreement is signed between the Organizer and the Exhibitors.

4.5 The Parties shall, as far in advance of the Event as possible and no later than twelve (12) weeks prior to the Access Date, agree upon the basic layout of the Event, including the Premises. The Organizer shall continuously and without delay inform SM of any requested changes to the basic layout up until twenty-eight (28) days prior to the Access Date. Should the Organizer wish to make changes to the layout of the Event, including the Premises, after twenty-eight (28) days prior to the Access Date, SM may, subject to feasibility, carry out such work upon quotation or alternatively charge the Organizer for any additional costs incurred. The basic floor plan in the CAD system is included in the basic package (paragraph 5.1). Revisions may be subject to additional charges, and the Organizer may be invoiced on an hourly basis for work performed.

4.6 The Organizer shall be charged for all security services related to the Event that are not included in the Basic Security Services forming part of the Basic Package under paragraph 5.1 SM reserves the right to determine the minimum staffing per event. The need varies with the type of event, the number of used rooms/halls, the number of entrances, the number of guests, any alcohol service, the current security situation, conditions in the police permit, and SM's and organizer's event-specific risk analysis.

4.7 The Organizer shall provide SM with any complaints in writing no later than ten (10) days after the invoice date.

4.8 The Organizer shall, in order to give Exhibitors access to SM's technical services, continuously provide SM with the following information for each Exhibitor: Company name, company registration number/VAT registration number, address, telephone number, contact person, e-mail address, stand location and dimensions of the exhibition stand area. The Organizer shall also inform SM about whether Exhibitors have not paid the compensation agreed with the Organizer for the reserved exhibition stand in accordance with agreed terms. Furthermore, the Organizer shall without delay inform SM if the Organizer becomes aware of an Exhibitor becoming insolvent, being declared bankrupt, or otherwise is not likely to fulfil its undertakings towards the Organizer or SM.
The Organizer shall also provide SM with information about barter agreements, free spaces and/or activity spaces.

4.9 In order to enable billing to Exhibitors, SM has the right to charge the Organizer for anything that has been ordered by the Exhibitors unless the Organizer has provided SM with the information listed above no later than one (1) month prior to the Access Date, or as soon as possible after the Exhibitors have registered with the Organizer. SM undertakes not to use the information for purposes other than those described above.

4.10 The Organizer is obligated to promptly report any defects, damage, or other deficiencies in the Spaces allocated to the Organizer on the Access Date. After the execution of the Event the Organizer shall leave the Spaces in the same condition as they were at the time of access. SM is entitled to repair, clean or otherwise restore the Spaces at the Organizer's expense. The Organizer undertakes to comply with, and shall take necessary measures to ensure that all its subcontractors, participating companies, exhibitors, and partners comply with, all applicable national, European, and international regulations and conventions regarding;

(i) human rights, humanitarian law, labour rights and health and safety
(ii) anti-corruption;
(iii) environmental requirements;
(iv) weapons of mass destruction (i.e. nuclear, radiological, chemical, biological and chemical weapons) and certain conventional weapons which are considered excessively injurious or whose effects are indiscriminate; and
(v) restrictive measures (sanctions).

5. SM's Commitments

5.1 **Basic Package**
SM shall provide the Service, including leasing the agreed Spaces to the Organizer during the time of the Event, to provide SM's Basic Package of Services as well as to perform/provide any Ancillary Services and Additional Services. Information on the currently available standard equipment within the Spaces that are part of this Agreement is included in conjunction with the current description of the premises on SM's website, www.stockholmsmassan.se. As stated in the Agreement, the Organizer may in addition to the Basic Package of Services make additional orders of certain services from SM and the Organizer will be charged the costs for such services in addition to the Compensation. These services are referred to as Additional services and Ancillary services.

- A dedicated Event Manager during the planning (pre-site), execution (on-site) and follow-up (post-site) of the Event.
- Basic security services for SM's premises shall be provided in accordance with the specifications below:
- (i) Up to two (2) security guards for a maximum of ten (10) hours per event day.
  (ii) Up to one (1) security guard for a maximum of ten (10) hours per move-in day and move-out day.
  (iii) Where move-in and/or move-out activities take place on the same day as an event day, a maximum of two (2) security officers for up to ten (10) hours each are included.
- SM shall have the sole discretion to determine the positioning and deployment of such security officers. Organizer will be charged for all other event-specific security services. See also Section paragraph 6.5.
- SM reserves the right to determine the minimum staffing requirements for each event. Such requirements shall be assessed based on, inter alia, the nature of the event, the number of venues and entrances involved, the anticipated number of attendees, any serving of alcoholic beverages, the prevailing security situation, conditions stipulated in any police permits, and the event-specific risk assessments conducted by both SM and the Organizer.
- Monitoring of all logistics and freight movement to and within the Facility throughout the installation and dismantling periods.
- A staffed information counter at the entrance, a staffed service center according to the, by SM set, norm of service as applicable at the time. During parallel Events these can be shared between the Organizer and other organizers according to decision by SM.
- Safety and fire inspection. Review of drawings before the Event and inspection of current constructions and spaces.
- AV equipment in the meeting rooms, according to specification.
- Demarcation of space that is not used is done in accordance with SM's sole assessment.
- Heating, ventilation, and general lighting of the Spaces during the event dates.
- The basic floor plan/layout of the Event in the CAD system, set up no later than twelve (12) weeks prior to the Access Date.
- Marking of the different areas in the Spaces based on the SM safety and fire review. Security and fire safety inspection, review of all floorplans prior to the event as well as an inspection of all spaces and constructions. A maximum of three (3) revisions can be made at no cost.
- Basic cleaning of the Spaces before, during and after the Event including public areas such as foyers, entrance halls and restrooms. Cleaning of exhibition stands and purpose-built areas, such as catering areas that are not fixed restaurants, is not included.
- The Environmental Fee covers standard waste management, including sorting and transportation of waste (excluding carpets). This fee does not cover extraordinary waste or materials that cannot be handled through standard recycling or disposal methods. This includes, but is not limited to, debris from custom-built structures, large constructions that require dismantling, substantial quantities of unsorted waste, food waste or spillage outside designated areas, liquids or substances requiring special handling, and any other materials that fall outside normal exhibition waste. Any such waste will incur additional costs.
- Restaurants, cafes and kiosk within the Facility will be available according to SM's assessments of the needs and preconditions for the specific event. All revenue is accrued to SM´s contracted suppliers of these services.
- Traffic wardens and parking functions, all revenues from parking accrue to SM.

5.2 SM will contact the Exhibitors regarding SM's Ancillary Services. SM receives all revenue from the sale of Ancillary Services to the Exhibitors. The Exhibitors shall order Ancillary Services from SM twenty-eight (28) days prior to the Access Date at the latest. Orders made later than twenty-eight (28) days before the Access Date will be charged with a surcharge of 30% of the price according to the applicable price list. Orders performed after or on the Access Date will be charged with a surcharge of 50% of the price according to the applicable price list.

6. Ancillary services Including Elevated Constructions and Advertising Spaces

6.1 In addition to SM's Basic Package (5.1) of Services the Organizer may order Ancillary Services from SM for its own use. Ancillary Services are supplementary technical or operational orders that support a congress or conference, such as additional lounge areas, idea displays, advertising spaces, enhanced technical support, stand design solutions, or onsite event assistance. Orders for Ancillary Services should be made in writing by the Organizer to SM at least forty-five (45) days prior to the Access Date and will be charged in accordance with this Agreement. The Organizer may only order Ancillary Services for their / its own use. The Organizer may not sell Ancillary Services to any other person such as an Exhibitor.

6.2 The Organizer may not pass on, lease or sell any services including, but not limited to, Elevated Constructions to any Exhibitor or other third parties. If the Organizer should nevertheless pass on, lease or sell such services to an Exhibitor or third party, SM will charge the Organizer a sum equivalent to the delivered service/granted space according to the applicable price list Advertising spaces are not subject to this restriction and are possible for the Organizer to pass on or sell to Exhibitors or third parties in accordance with a separate agreement between the Parties. Exceptions to the above may be made in a written agreement between the Parties.

6.3 When transferring personal data, the Party who transfers personal data is the data controller for that processing activity. For the subsequent processing, after the data has been transferred, the other Party is the data controller unless the receiving Party will act as a data processor on the data controller's behalf. In such case the Parties must enter a Data Processing Agreement.

7. Exclusive Rights

SM or any third-party supplier contracted by SM shall have exclusive rights to deliver the following services:

- Restaurants, kiosk and catering;
- Electric installations;
- Rigging points (as well as inspection and administration for constructions taller than 2.5 m);
  Cloakroom including cloakroom staff
- Installation of water, drains and exhausts, as well as compressed air;
- Logistics/trucks within the Facility;
- Parking;
- Cleaning;
- Security/guards;
- Technicians handling the audio-visual technology provided by SM.

All revenue from parking, cloakroom, restaurants, kiosk sales and similar services within the Facility shall accrue to SM, or to suppliers contracted by SM.

8. Parallel events and activities

The Organizer is aware that in the Facility, including the Spaces covered by the Event, during the time of the Event and independent of this Agreement and the main focus of the Event, there may be event areas, advertising spaces, or other exposure by external parties. The Organizer is also aware that parallel with the Event, maintenance work, constructions or reconstructions, other events or activities can take place within, outside or in connection to, the Facility. SM shall seek to, within a reasonable time before the Event, inform the Organizer of any major parallel events and activities in the Facility.

9. Brands and Marketing

The Organizer has the sole rights to the brand name of the Event. SM has the right to use the brand name of the Event in communications materials, marketing purposes, for reference, or similar activities. Any publication, material, or collection of material from the Event made by SM should firstly be consulted with the Organizer and mutually agreed before release. If the Organizer wants to use any of the brands or logotypes belonging to SM, the Organizer must obtain approval to such usage from SM in advance. The Organizer commits to always use the name "Stockholmsmässan" or the logotypes of Stockholmsmässan to describe the location of the Event.

10. Food and Beverage

The Food and Beverage provider contracted by SM, has in principle exclusive rights to all sales and serving of food and beverages within the Facility. The Food and Beverage provider holds the license to sell alcoholic beverages for the Facility, including all exhibition halls, restaurants and congress spaces. Neither the Organizer nor the Exhibitors may sell or serve food or drinks in the Spaces used by the Organizer or in other areas of the Facility. The Organizer undertakes to inform exhibitors or other third parties of this provision.
Food & Beverage services is not included within the scope of this Agreement and must be established separately between the Organizer and SM.

11. Insurance

Equipment within the Facility and other property of SM are insured against the event of fire. SM holds insurance for liability towards third parties. SM is not responsible for the Organizer's property or undertakings. The Organizer undertakes to procure and maintain any needed insurance regarding property and undertakings. It is the responsibility of the Organizer to inform all Exhibitors or other third parties that they should obtain their own equivalent insurance for the Event.

12. Force Majeure

12.1 A Party is relieved from liability for failure to perform its obligations under the Agreement, if the Party's performance is prevented or becomes unreasonably onerous due to circumstances beyond the Party's control, which the Party could not reasonably have avoided or overcome ("Force Majeure"), such as war, riot, acts of terrorism, risk or threat to human life and health, fire, flood or major accident, government action or omission, new or amended national or international statute or rule, epidemic, pandemic, industrial dispute, blockade, interruption of public communications, significant disturbance from contract work, interruptions in public energy supply or any other comparable event.

12.2 For the avoidance of doubt, a Party's right to invoke Force Majeure does not cease due to the existence of a Force Majeure circumstance at the time the Agreement is entered into or at the time when a new date for the performance of the Event is agreed upon.

12.3 A Party wishing to invoke Force Majeure shall without delay notify the other Party in writing of the occurrence of and the circumstance constituting Force Majeure. A Party's grounds for relief due to Force Majeure apply from the time of the notification. A Party's failure to provide such notice in a timely manner entails an obligation to compensate for the damage that could have been avoided if timely notice had been given

12.4 If the Event cannot be carried out due to Force Majeure, the Parties shall seek to agree on a new date for the performance of the Event, which shall be no later than twelve (12) months from the Event's original Access Date.
In the event that Force Majeure also exists at the new date for the performance of the Event, the Parties shall seek to agree on another date for the performance of the Event, which shall be no later than eighteen (18) months from the Event's original Access Date.

12.5 If the Event is carried out within eighteen (18) months from the Event's original Access Date in accordance with paragraph 12.4, the Compensation paid will not be refunded but credited to the Organizer at the performance of the Event. However, the Organizer is instead credited with 90% of the paid or credited Compensation in accordance with this paragraph 12.5 if the Organizer invoked Force Majeure later than thirty (30) days before the Event's original or new Access Date.

12.6 In the event of a postponement of the performance of the Event by more than twelve (12) months from the Event's original Access Date, SM has the right to add a surcharge in addition to the Compensation, corresponding to 2% of the Compensation.

12.7 The Agreement is automatically terminated without prior notice if the Event is not carried out in accordance with paragraph 12.4. If SM has not offered a new date for the performance of the Event in accordance with paragraph 12.4 or the Event cannot be carried out within eighteen (18) months from the Event's original Access Date due to persisting Force Majeure, 60% of the Compensation paid will be refunded to the Organizer.

12.8 If the Agreement is terminated in accordance with paragraph 12.7, the Parties shall bear their own incurred costs and neither Party shall be entitled to a refund or damages from the other Party, except as provided in paragraph 12.7. For the avoidance of doubt, a Party is always obligated, despite the termination of the Agreement, to pay for goods and services provided by the other Party before the notification of Force Majeure.

13. Transfer of rights and obligations etc.

The Organizer has no right to transfer or assign any part of this Agreement or to subcontract or sublet its rights or obligations under this Agreement to anyone or to put someone else in its place. The Organizer has no right to use the Agreement as security e.g. by way of pledge.

14. Disputes

This Agreement shall be construed and applied in accordance with Swedish law. Disputes arising out of the Agreement shall be settled by arbitration in accordance with the Rules for Simplified Arbitration for the SCC Arbitration Institute. The arbitration shall take place in Stockholm. The language of the arbitration shall be Swedish.

15. Confidentiality

The Parties undertake not to disclose any part of the contents of the Agreement to third parties or confidential information or trade secrets of the other Party without that Party's written consent. This does not apply to the extent in which:

a) one Party is obligated to disclose confidential information according to
   (i) law or other binding regulations,
   (ii) ruling of a court of law or an arbitration board, decision by a public authority or
   (iii) applicable agreement with the stock exchange or other or other marketplace, provided that the Party informs the other Party before and that the disclosure is limited to the greatest possible extent;
b) Disclosure is made to the Party's professional advisors which are subject to confidentiality regarding the information received;
c) Disclosure is made in connection with the arbitration or other court dispute concerning the Parties' obligations under the Agreement; or
d) The Parties have agreed that certain confidential information can be revealed, or if the fulfilment of the obligations under this Agreement requires disclosure.

These obligations apply also after termination of this Agreement.

16. Breach of Agreement etc. – Forfeiture

The Parties are aware that it is of the utmost importance to both Parties that the Organizer observes the provisions of this Agreement. Either Party reserves the right to terminate the Agreement with immediate effect if the other Party:

a) violates a provision in the Agreement and does not rectify the breach within 30 days;
b) violates a provision in the Agreement and rectification is not possible;
c) commits a material breach of the Agreement.

Material breach of the Agreement is any breach of a section that is of special importance for SM and all breaches of the Agreement that result in significantly encumbering consequences for SM. Violations of Sections 6.2, 9, 10, 13 and 15 shall always constitute a material breach of the Agreement. Either Party also has the right to terminate the Agreement, with immediate effect, if the other Party ceases to exist, become insolvent or otherwise cannot fulfil its obligations under this Agreement or any other commitments towards the other Party.
If a Party terminates another agreement to which both SM and the Organizer is a party ("the Second Agreement") due to a breach of the Second Agreement by the other Party, the denouncing Party also has the right to terminate this Agreement. In such case, the same notice period shall as applicable under the Second Agreement shall apply to this Agreement. Upon termination under this Section the terminating Party has the right to receive compensation from the other Party.

17. Termination of the Agreement

This Agreement will terminate automatically without prior notice when the Final Settlement and final adjustment has been made between the Parties according to this Agreement. In any event, this Agreement shall expire without prior notice ninety (90) days after the Event has been concluded.

18. Amendments of and Additions to the Agreement

Amendments of and additions to this Agreement shall be in writing and signed by an authorized signatory of each Party to be valid.

19. Order of Precedence

In case of any conflict of the wording in the Agreement, Stockholmsmässan terms and conditions for premises and additional services, General Terms and Conditions the following order of precedence apply:

1. Agreement
2. Terms and conditions for premises and additional services
3. General terms & Conditions
4. General rules