

General Terms and Conditions (GTC) for the Use of THE HALL for Corporate Events

(Annex to the Corporate Events User Agreement)

Version: Januar 2022

A. Conclusion of agreement

1. Basic principles

- 1.1. The company that operates THE HALL is Eventpark AG based in Dübendorf.
- 1.2. Subletting or re-letting the rooms or spaces made available and the purpose of the event require prior consent from Eventpark AG. Events with a purpose that is directly or indirectly related to sectarian, sexist, racist, radical right-wing or similar ideas are not permitted. Eventpark AG reserves the right to cancel such events or terminate the user relationship without giving notice.

2. Conclusion and applicable terms and conditions

- 2.1. The temporary use of THE HALL and its site requires a written user agreement ("User Agreement") between Eventpark AG and the client ("Client"). A booking confirmation is not deemed to be a User Agreement.
- 2.2. If the provisions in the User Agreement differ from those in these GTC, the provisions in the User Agreement shall apply.
- 2.3. These General Terms and Conditions (hereinafter referred to as "GTC") form an annex and integral part of the User Agreement.
- 2.4. The Client's GTC or other contractual terms and conditions shall only apply if Eventpark AG expressly accepts them in writing.
- 2.5. The conclusion of a User Agreement shall be at the sole discretion of Eventpark AG. Eventpark AG can decline an event without stating reasons. The Client must inform Eventpark AG of the purpose of the event or the content of the event when inquiring about making a booking.

3. Subject of the agreement

- 3.1. Eventpark AG shall make available to the Client the areas and infrastructure of THE HALL definitively listed in the User Agreement ("Subject of the Agreement") for holding the event outlined in the User Agreement ("Event").
- 3.2. Any changes to the purpose and content of the event after conclusion of the User Agreement must be notified to Eventpark AG by the Client in writing without delay and require the consent of Eventpark AG. Without consent Eventpark AG's right of extraordinary termination in accordance with section 8.1 b) GTC shall apply.
- 3.4. Unless explicitly agreed otherwise in the User Agreement, Eventpark AG's existing commitments to third parties with regard to the operation, organisation or commercial marketing of THE HALL remain explicitly reserved.

4. Legal relationships

- 4.1. The Client is obliged to refer to itself clearly as the event organiser on printed documents, posters, tickets, invitations, etc.
- 4.2. The Client must and may not put Eventpark AG under any obligation whatsoever to third parties.

5. Period of use

- 5.1. The period of use shall be determined by the information provided in the User Agreement.
- 5.2. Exceeding the agreed period (earlier start of use and / or a longer period of use) requires the prior written consent of Eventpark AG. The Client shall bear all costs associated with exceeding the agreed period.
- 5.3. If the areas are used for a shorter period than agreed (later start of use and / or a shorter period of use) the user fee agreed in the User Agreement shall still be due in full.
- 5.4. Eventpark AG reserves the right to invoice additional employee hours due to visitor requirements at cost, at the contractual rates.
- 5.5. A User Agreement does not result in the formation of an indefinite contractual relationship, even if the parties implicitly continue the contractual relationship. The right to use the infrastructure is in particular not a continuing obligation within the meaning of tenancy law (Art. 253 ff. Swiss Code of Obligations). The Client only has a temporary, limited right of use of the infrastructure of THE HALL on the dates to be agreed in accordance with the User Agreement.

6. User and additional costs

- 6.1. The user fee and the amount of any additional services provided by Eventpark AG are specified in the User Agreement.
- 6.2. The terms of payment are set out in the User Agreement.

7. Termination of agreement by the Client

- 7.1. If the Client cancels the User Agreement, the Client shall reimburse Eventpark AG for all the services it has already provided and expenses it has incurred, in addition to the cancellation charge specified in the User Agreement. Notification of the event not taking place shall be considered as termination of the agreement by the Client. Once the User Agreement is terminated, the Client loses all rights to use the Subject of the Agreement with immediate effect.
- 7.2. The cancellation charges are due without reservation, and in particular must be paid by the Client even if the dates of use and Subjects of the Agreement included in the user fee are made use of by another client of Eventpark AG.

8. Termination of agreement by Eventpark AG for good cause

- 8.1. If there is a good cause, Eventpark AG is entitled to terminate the User Agreement at any time with immediate effect and without paying compensation. Good cause is deemed to be any circumstance attributable to the Client that makes continuation of the contractual relationship unacceptable to Eventpark AG. In this context good cause is deemed to be in particular:
 - a) if the Client is in arrears with the payments due or security required and in spite of granting a short period of grace of a minimum of seven calendar days the default has not been remedied;
 - b) if the Client changes the purpose or content of the event without consent from Eventpark AG;
 - c) if there is justified cause to believe the event brings with it a risk of disturbances affecting the maintenance of law and order and / or a risk of injury to people or damage to property;
 - d) if the official licences required for the event are not granted or there is justified cause to assume that as a result of the event the obligations agreed by Eventpark AG with the competent authorities or other official or contractual stipulations or regulations will be breached;
 - e) if bankruptcy, composition or liquidation proceedings are initiated against the Client;
 - f) if facts come to light that throw doubt on the creditworthiness or integrity of the Client;
 - g) if the event cannot take place due to force majeure.

If Eventpark AG exercises its right of termination under section 8.1, the Client is required to pay the cancellation charges specified in the User Agreement.

Once the User Agreement is terminated, the Client loses all rights to use the Subject of the Agreement with immediate effect.

B. Implementation provisions

9. Condition of the Subject of the Agreement

- 9.1. The Client shall log any defects in a handover record when the Subject of the Agreement is handed over.
- 9.2. Structural measures to the infrastructure and to the equipment and technical installations require the prior written consent of Eventpark AG. All measures must be approved by the competent authorities before execution. The plans for these as well as the plans for any temporary structures must be submitted to Eventpark AG eight (8) weeks before the event.
- 9.3. The use of, for example, carpet adhesive tape and other mounting devices that cannot be removed completely are not permitted in the building or on its site. The cost of removing any residue of such devices or rectifying any damage shall be borne by the Client.

10. Handing back the Subject of the Agreement

- 10.1. The Subject of the Agreement shall be completely empty and free of defects when handed back to Eventpark AG.
- 10.2. Any damage to the Subject of the Agreement shall be notified by Eventpark AG within two days. Eventpark AG shall rectify the damage itself or have it rectified by its nominated suppliers. The Client shall bear the relevant costs.

11. Requirements of use

- 11.1. The Client is only permitted to let all or part of the Subject of the Agreement to third parties with the explicit written consent of Eventpark AG.
- 11.2. The doors that must not be opened for operational reasons must be kept closed, general electricity consumption must be kept as low as possible (e.g. on-site lights) and instructions relating to occupational safety must be complied with. The Client undertakes to follow and implement appropriate instructions from Eventpark AG employees.

12. Eventpark AG materials and services

- 12.1. Additional services shall be ordered by the Client in writing.

13. Technical services

- 13.1. For safety, operational and quality-related reasons, the Client is required to obtain the services listed below through Eventpark AG. Eventpark AG reserves the right to specify at any time additional categories of services that must be obtained through Eventpark AG. These services shall be offered by Eventpark AG under normal market conditions.
- 13.2. Connections for electricity, gas, water and other technical areas must be carried out by Eventpark AG's contracted providers.
- 13.3. The Client shall meet its requirements for technical cables and infrastructure (telephone, fax, etc.) through Eventpark AG. Eventpark AG shall provide the Client with the connections required at the current rates for the duration of the event.
- 13.4. The technical equipment in THE HALL may only be operated by the venue's in-house operator. If the Client books an external technology firm, the latter must book the venue's in-house operator for the whole working period at the contractual rates.

14. Catering

- 14.1. Eventpark AG is the sole holder of the catering rights in THE HALL and on its site.
- 14.2. The Client is prohibited from selling and providing free of charge food and drink, even to its employees, in THE HALL and on its site; this right is reserved for Eventpark AG.
- 14.3. The Client must come to an arrangement with Eventpark AG in good time before the event regarding any sponsorship agreements the Client may have which involve food, kiosk, tobacco and drinks outlets. This type of service may only be provided by the Client itself or sponsors with the prior written agreement of Eventpark AG. The Client shall in any case bear the associated costs and/or loss of revenue for Eventpark AG.

15. Sale of goods of all types

- 15.1. As a basic principle, the right to sell goods of any type within the perimeter of the Subject of the Agreement lies with Eventpark AG.

16. Use of the sites

- 16.1. If use of the site is agreed in the User Agreement, the Client shall agree the intended use with Eventpark AG in advance. The existing flooring must not be damaged (e.g. drill holes, nails). Appropriate planning documents must be submitted to Eventpark AG eight (8) weeks in advance.
- 16.2. The Client shall bear any repair costs.

17. Partners of Eventpark AG

- 17.1. Eventpark AG has partnerships with selected companies. The latter enjoy exclusivity or partial exclusivity in their sector.
- 17.2. Where exclusivity is specified, the Client is required to work solely with Eventpark AG's partners. In all other areas the Client is free to choose its suppliers.
- 17.3. Eventpark AG is free to change or add to its partners at any time, or to introduce new product groups.

18. Right to determine access and give instructions

- 18.1. Eventpark AG alone has the right to determine who may access the rooms and the site of THE HALL, even during the period of the agreement. When exercising its right it shall take into account the Client's legitimate interests.
- 18.2. The Client shall respect Eventpark AG's right to give instructions regarding all operational matters relating to THE HALL.

19. Licences and statutory regulations

- 19.1. The Client is responsible for compliance with the noise abatement regulations, all building and fire authorities' regulations as well as other relevant statutory regulations, orders and requirements.
- 19.2. The Client shall ensure that its employees and all external providers under his direction comply with applicable occupational safety regulations and the smoking ban.
- 19.3. New statutory regulations remain expressly reserved.

20. Fire prevention

- 20.1. The Client shall ensure that all fire alarms, hydrants, smoke vents, electric distribution boards and control panels, telephone distribution points and heating and ventilation equipment are always freely accessible and unobstructed. Authorised agents of Eventpark AG and officials shall have access to all equipment at all times.

21. Evacuation routes

- 21.1. The Client shall guarantee that before, during and after the event all emergency exits and the evacuation routes provided for in the seating plan are not obstructed and are freely accessible at all times.

22. Traffic management service

- 22.1. The Client is required to put a traffic management service in place when more than 1,500 people are expected to attend the event. This service shall be arranged through THE HALL.

23. Risk to the event

- 23.1. If it is not possible for the event to take place in THE HALL due to force majeure on the date of the event and Eventpark AG can therefore not fulfil its contractual obligations, each party shall bear the costs it has incurred itself and is not liable to the other party for consequences resulting from the non-fulfilment of its contractual obligations. Unavoidable events, such as natural disasters of any type, in particular storms, earthquakes, flooding, volcanic eruptions, as well as fire, traffic accidents, hostage-taking, war, unrest, civil war, revolution, terrorism, sabotage, strikes, provided they take place at a third-party company (example: strike at an airline company), nuclear/reactor accidents or in an industrial context mechanical breakdowns / production disruptions, are deemed to be force majeure.
- 23.2 If, on the other hand, the event has to be cancelled respectively is interrupted due to official restrictions for safety or health reasons, neither these occurrence nor the corresponding official orders shall be regarded as force

majeure. The additional clause "official restrictions" set out in the usage agreement clause 13.1 shall apply in this case.

24. Liability of Eventpark AG

- 24.1. Eventpark AG has liability insurance. Eventpark AG's total liability is limited under all legal entitlements to a maximum of the benefits paid out to Eventpark AG by the liability insurance in the event of a claim.
- 24.2. Eventpark AG shall only be liable for damages caused by negligent behaviour.
- 24.3. In the event of failure of any equipment, operational disruption or other incidents that impact on the event, Eventpark AG shall only be liable for intent or gross negligence.
- 24.4. The Client shall insure its moveable items brought to the Subject of the Agreement in connection with the event and/or those of its employees and contracting partners against fire, natural forces, water damage and theft. Eventpark AG shall not assume any liability whatsoever for damages due to such causes.
- 24.5. Eventpark AG shall not assume any liability for valuables in the areas used.

25. Duty of care and liability of the Client

- 25.1. The Client undertakes to use the infrastructure with care.
- 25.2. The Client is liable to Eventpark AG or third parties for all damage sustained by Eventpark AG or third parties in connection with the holding of the event (including set up and dismantling work).
- 25.3. The personnel organised through Eventpark AG are insured for personal injury and damage to property. External personnel are not insured through Eventpark AG. The Client is therefore liable for personal injury and damage to property and is required to take out appropriate insurance.
- 25.4. The Client shall indemnify Eventpark AG in respect of all liability claims and claims for damages not attributable to the latter (including claims resulting from infringements of property rights) asserted by third parties against Eventpark AG in connection with the event. In these cases, the Client shall also assume Eventpark AG's legal costs incurred in connection with the bringing of the action and the costs of the action itself (including lawyers' fees).

The German version shall prevail in the event of litigation.

26. Signatures

Place, Date

Signature / company stamp

Signature / company stamp

Name in block letters / position

Name in block letters / position

Dübendorf, Date

Eventpark AG

Natascha Leach
Managing Director