

## General Terms and Conditions For Group Reservations and Hotel Accommodation

### I. SCOPE OF APPLICABILITY

1. These Terms and Conditions govern contracts for the rental use of hotel rooms for lodging purposes, as well as all other goods and services rendered by the hotel for the customer.
2. The prior written consent of the hotel is required if rooms provided are to be sublet or rented to other parties or used other than for lodging purposes.
3. The customer's general terms and conditions shall apply only if these are previously expressly agreed in writing.

### II. CONCLUSION OF CONTRACT, PARTIES, LIABILITY, STATUTE OF LIMITATIONS

1. The contract shall come into force upon the hotel's acceptance of the customer's application. At its discretion, the hotel may confirm the room reservation in writing.
2. The parties to the contract are the hotel and the customer. If a third party placed the order on behalf of the customer, then that party shall be liable vis-à-vis the hotel for all obligations arising from the hotel accommodation contract as joint and several debtor together with the customer, insofar as the hotel has a corresponding statement by the third party.

### III. SERVICES, PRICES, PAYMENT, SET-OFF

1. The hotel is obligated to keep the rooms reserved by the customer available and to render the agreed services.
2. The customer is obligated to pay the applicable or agreed hotel prices for rooms provided and for other services used. This shall also apply to the hotel's services and outlays to third parties caused by the customer.
3. The agreed prices include applicable value-added tax as required by law. If the period between conclusion and fulfillment of the contract exceeds four months and if the price generally charged by the hotel for such services increases, then the hotel may raise the contractually agreed price to a reasonable extent but not, however, by more than five percent.
4. Moreover, the hotel may change prices if the customer later wishes to make changes in the number of reserved rooms, the hotel's services, or the length of guests' stay, and the hotel consents to such changes.
5. Hotel invoices not showing a due date are payable and due in full within ten days of receipt. The hotel shall be entitled at any time to make accumulating accounts receivable payable and due and to demand payment without undue delay. With default of payment, the hotel shall be entitled to demand the respectively applicable statutory default interest in the amount of currently 8 percent or, with legal transactions with a consumer, in the amount of 5 percent above the base interest rate. The hotel reserves the right to prove greater damage.
6. The hotel is entitled to require a reasonable advance payment or security deposit upon conclusion of the contract or thereafter, observing the legal provisions for package tours. The amount of the advance payment and payment dates may be agreed in writing in the contract.
7. The customer may only set-off or reduce a claim by the hotel with a claim which is undisputed or decided with final, res judicata effect.

### IV. REPUDIATION BY CUSTOMER (CANCELLATION, ANNULMENT) FAILURE TO USE HOTEL SERVICES (NO SHOW)

1. Cancellation by the customer of the contract concluded with the hotel requires the hotel's written consent. If such is not given, then the price agreed in the contract must be paid even if the customer does not avail himself of the contractual services. This shall not apply with the breach of obligation of the hotel to take into account the rights, objects of legal protection and interests of the customer, if holding to the contract is no longer reasonable or another statutory or contractual cancellation right exists.
2. To the extent the hotel and customer agreed in writing upon a date for a cost free cancellation of the contract, the customer may cancel the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of cancellation shall expire if he does not exercise his cancellation right in writing vis-à-vis the hotel by the agreed date, insofar as no case pursuant to No. 1, sentence 3 supra exists.
3. If rooms are not used by the customer, the hotel must apply credit for the income from renting the rooms to other parties and also for saved expenses.

### V. REPUDIATION BY HOTEL

1. To the extent that a right of cost-free cancellation within a certain period was agreed in writing for the customer, the hotel is entitled for its part to cancel the contract during that period if there are inquiries from other customers regarding the contractually reserved rooms and the customer does not waive his right of rescission upon inquiry thereof by the hotel.
2. If an agreed advance payment or an advance payment demanded pursuant to Item III, No. 6 supra is not made even after a reasonable grace period set by the hotel has expired, then the hotel is likewise entitled to cancel the contract.
3. Moreover, the hotel is entitled to effect extraordinary cancellation of the contract for a materially justifiable cause, e.g. if
  - force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract;
  - rooms are reserved with misleading or false information regarding material facts, such as the identity of the customer or the purpose;
  - the hotel has justified cause to believe that use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization;
  - there is a breach of the item I. No. 2 supra.
4. The customer can derive no right to compensation from justified cancellation by the hotel.
5. Upon justified cancellation by the hotel, the customer shall have no claim to reimbursement of damage.

### VI. PRIVACY

Hotel shall comply with the Global Privacy Policy for Guests available at <http://privacy.hyatt.com> (the "Privacy Policy"). Group, with respect to guests of Group ("Group's Guests") who stay at the Hotel pursuant to this Agreement:

- (i) shall make the Group's Guests aware of the Privacy Policy;
- (ii) shall obtain the consent of the Group's Guests to disclose their personal information to the Hotel; and
- (iii) warrants and represents to the Hotel that Group is:
  - (a) entitled to disclose the personal information of the Group's Guests to the Hotel and
  - (b) authorized to act as agent of each of the Group's Guests for the purposes set out in this Section.

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### VII. RIGHTS OF TERMINATION FOR CAUSE

This Agreement may be terminated by either party without liability upon written notice under the following circumstances:

- i. if a party's performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, a pandemic, a travel advisory issued by a government agency either prohibits travel or recommends against all but essential travel, to the country in which the Hotel is located and where such prohibition or advisory affects not less than 50% of the [attendees], curtailment of transportation facilities, or any other emergency of a comparable nature beyond the party's control that in each case make it illegal or impossible to perform its obligations under this Agreement. In such event, the terminating party shall give written notice of termination to the other party within five (5) days of such occurrence; or
- ii. if either party makes a voluntary or involuntary assignment for the benefit of creditors or enters into bankruptcy proceedings prior to the date of the Event. In such event, the party who is not making an assignment or entering into bankruptcy proceedings shall have the right to terminate this Agreement upon written notice to the other party; or
- iii. if at the time of the Event, the hotel will no longer be operated under a Hyatt brand. In such event, Hotel shall notify Group in writing of such change, and Group shall have the right to terminate this Agreement without liability upon written notice to Hotel within thirty (30) days of the date of Hotel's notice of change of brand.

If either party's performance under this Agreement becomes illegal or impossible for any of the reasons set out in section (i) above, Group and Hotel shall confer in good faith to discuss modifications to the Event and the Agreement in order to avoid terminating the Agreement, as long as Hotel's performance is not itself illegal or impossible. Such discussion should occur within five (5) business days after a party's performance becomes illegal or impossible. If the parties agree that a modified version of the Event will take place, the parties will work to negotiate an amendment to this Agreement or a new agreement (as appropriate) setting forth any agreed-upon adjustments to accommodate the modified program, which may include decreasing Group's room or food and beverage revenue commitments, increasing permissible attrition and addressing any concessions or amenities contingent on revenue commitments. If the parties are not able to agree to such adjustments after a commercially reasonable period of time, Group or Hotel may terminate this Agreement as set forth herein.

In the event of termination by either party under this Section, Hotel shall refund all deposits and/or prepayments made by Group within thirty (30) days of receipt of the notice of termination. Except as otherwise specifically provided in this Agreement, neither party shall have the right to terminate this Agreement for any other cause.

### VIII. ROOM AVAILABILITY, DELIVERY AND RETURN

1. The customer does not acquire the right to be provided specific rooms.
2. Reserved rooms are available to the customer starting at 3:00 p.m. on the agreed arrival date. The customer does not have the right to earlier availability.
3. Rooms must be vacated and made available to the hotel no later than 12:00 noon on the agreed departure date. After that time, on the grounds of the delayed vacating of the room for use exceeding the contractual time, the hotel may charge 50 percent of the full accommodation rate (list price) for the additional use of the room until 6:00 p.m. (after 6:00 p.m.: 100 percent). The customer is at liberty to show the hotel that it incurred no or much lesser claim to use damages.

### IX. LIABILITY OF THE HOTEL

1. The hotel is liable to exercise the duty of care of an ordinary merchant with the performance of its obligations arising from the contract. Claims of the customer for reimbursement of damages are precluded except for such which result from injury to life, body or health and the hotel is responsible for the breach of the obligation, other damage which is caused from an intentional or grossly negligent breach of obligation and damage which is caused from an intentional or negligent breach of obligations of the hotel which are typical for the contract. A breach of obligation of the hotel is deemed to be the equivalent to a breach of a statutory representative or employee. Should disruptions or defects in the performance of the hotel occur, the hotel shall act to remedy such upon knowledge thereof or upon objection without undue delay by the customer. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage at a minimum.
2. The hotel is liable to the customer for property brought in to the hotel in accordance with the statutory provisions. Cash, securities and valuables may be stored in the hotel safe or room safe. The hotel recommends that guests utilize this possibility. Liability claims expire unless the customer notifies the hotel immediately after gaining knowledge of the loss, destruction, or damage. With regard to more extensive liability of the hotel, No. 1, sentences 2 to 4 supra shall apply respectively.
3. Insofar as a parking space is provided to the customer in the hotel garage or a hotel parking lot, this does not constitute a safekeeping agreement, even if a fee is exchanged. The hotel assumes no liability for loss of or damage to motor vehicles parked or maneuvered on the hotel's property, nor the contents thereof, excepting cases of intent or gross negligence. Nr. 1, sentences 2 to 4 supra shall apply respectively.
4. Wake-up calls are carried out by the hotel with the greatest possible diligence. Messages, mail, and merchandise deliveries for guests are handled with care. The hotel will deliver, hold, and for a fee forward such items (on request). Nr. 1, sentences 2 to 4 supra shall apply respectively.

### X. FINAL PROVISIONS

1. Amendments and supplements to the contract, the acceptance of applications, or these General Terms and Conditions for Hotel Accommodation should be made in writing. Unilateral amendments and supplements by the customer are not valid.
2. Place of performance and payment is the location of the hotel's registered office.
3. In the event of dispute, including disputes for checks and bills of exchange, the courts at the location of the hotel's registered office shall have exclusive jurisdiction for commercial transactions. Insofar as a contracting party does not have a general venue within the country, the courts at the location of the hotel's registered office shall have jurisdiction.
4. The contract is governed by and shall be construed in accordance with the laws of Switzerland.
5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.