

THE DOLDER GRAND

General Terms and Conditions of Business (GTCB)

1. Scope

These General Terms and Conditions of Business (hereinafter referred to as the GTCB) apply to the provision of rooms and/or conference and banqueting facilities as well as to all other related goods and services by the Dolder Grand or Dolder Hotel AG (hereinafter referred to as the Dolder Grand) to customers (hereinafter referred to as the Organisers). All offers of the Dolder Grand are based on these GTCB. They form an integral part of every contract. Amendments to these GTCB require an express written agreement between the parties. This also applies to any waiver of the written form requirement. Where these GTCB contradict any contractual conditions of the Organiser, these GTCB will take precedence.

2. Conclusion of contract

Following the reservation made by the Organiser, the Organiser will receive a written confirmation of reservation from the Dolder Grand (by e-mail, fax or letter). The contract between the parties will only enter into effect upon such written confirmation of reservation by the Dolder Grand to the Organiser.

3. Services, payment and prices

3.1 The Dolder Grand agrees to provide the services ordered by the Organiser and confirmed in writing by the Dolder Grand.

3.2 All prices are shown in Swiss francs (CHF) and include value added tax (VAT) at the statutory rate.

3.3 The Dolder Grand is entitled to request an appropriate advance payment. The amount of the advance payment and the payment dates will be agreed in writing in the contract. If the Organiser fails to meet its obligation to make an advance payment in due time, the Dolder Grand will be entitled to withdraw from the contract after setting a reasonable grace period. The Organiser will be liable to the Dolder Grand for any resulting damage.

3.4 Unless the Dolder Grand requests an advance payment, the entire invoiced amount will be paid by the Organiser by credit card or in cash by the time of departure at the latest. The full invoiced amount is due 30 days after the invoice date if payment by invoice is agreed. In the event of late payment, the Dolder Grand has the right to charge interest on arrears at a rate of 5%, as well as any debt enforcement and collection costs.

3.5 The Dolder Grand expressly reserves the right to change prices.

4. Liability

4.1 The Organiser will be liable to the Dolder Grand for all damage and loss or other damage caused by itself, its employees, its agents, its event participants or other third parties. The Dolder Grand rejects (subject to clause 4.3) any liability for theft of or damage to property supplied by the Organiser, by event participants or by third parties. The insurance of exhibition objects and other items supplied by the Organiser, by event participants or by third parties is the responsibility of the Organiser. The Dolder Grand may demand proof of adequate insurance from the Organiser at any time. The Dolder Grand is free to withhold its services until the Organiser can provide proof of adequate insurance.

4.2 The Organiser shall maintain peace and order. The Organiser agrees to indemnify the Dolder Grand in full against all claims under civil and public law brought against the Dolder Grand by authorities or third parties (incl. event participants, guests or employees and contractual partners of the Organiser) in connection with its event, as well as to pay for all such claims.

4.3 The Dolder Grand will only be liable for its own conduct in the event of damage caused intentionally or by gross negligence, whether contractual or non-contractual. Any further liability, in particular for minor or average negligence, is excluded.

4.4 The Dolder Grand will only be liable for its vicarious agents in the event of damage caused intentionally or by gross negligence as well as for direct damage. Any further liability, in particular for minor or average negligence as well as liability for indirect damage, is excluded. Indirect damage under these GTCB will be deemed to include, in particular, loss of profit and pure financial loss.

4.5 Where external services are arranged, the Dolder Grand accepts no liability whatsoever for the service ordered by the Organiser.

5. Withdrawal of the Dolder Grand from the contract

5.1 The Dolder Grand may withdraw from the contract without giving reasons as long as the Organiser is entitled to withdraw in accordance with clause 6.

5.2 If the service to be provided by the Dolder Grand under the contract is rendered substantially more difficult or impossible in whole or in part by force majeure (as defined under Swiss law, in particular, natural disasters such as gales, floods or earthquakes as well as fire, hostage-taking, war, riots, nuclear and reactor accidents, strikes, pandemics and epidemics, unforeseeable official restrictions, etc.) or other circumstances for which the Dolder Grand is not responsible, the Dolder Grand may withdraw in whole or in part without compensation to the extent of the part of the contract not yet performed.

5.3 The Dolder Grand will also be entitled to withdraw without compensation if there is reasonable cause to believe that the event may jeopardise the uninterrupted operation of the business, the safety or the reputation of the Dolder Grand in the public view or that the Organiser is in breach of clause 12 of these GTCB. Any claims for damages by the Dolder Grand against the Organiser are expressly reserved.

6. Withdrawal of the Organiser from the contract

6.1 The withdrawal of the Organiser is generally governed by the provisions on cancellation in accordance with clauses 9, 18 and 19 of these GTCB.

6.2 If cancellation is excluded under clauses 9, 18 and 19 of these GTCB and if it is impossible for the Organiser to obtain the agreed services as a result of force majeure (as defined under Swiss law, in particular, natural disasters such as gales, floods or earthquakes as well as fire, hostage-taking, war, riots, nuclear and reactor accidents, strikes, pandemics and epidemics, unforeseeable official restrictions, etc.), the Organiser may withdraw from the contract against payment of the services already performed and payment of 50% of the services not yet performed.

6.3 The price stated in the confirmation of reservation (incl. VAT) is authoritative for the calculation of the cancellation costs of the individual services under the above clause 6.2.

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Rooms

7. Arrival and departure times

7.1 The hotel rooms are ready for occupancy from 3.00 pm on the day of arrival and must be vacated before 12.00 noon on the day of departure.

8. Group bookings / blocks of reserved rooms

8.1 No later than seven days prior to arrival, the Organiser must provide the Dolder Grand with a binding list of participants (hereinafter referred to as the List of Participants) for group bookings of 10 rooms or more (hereinafter referred to as Group Bookings), containing the following details:

- First and last names of the guests
- Arrival time
- Payment terms of the guests

If the Organiser has booked a block of rooms and this is not fully utilised by the registered List of Participants (or if no List of Participants is registered by the deadline), the rooms still available in the respective block will be released again to the public.

9. Cancellation policy regarding hotel rooms

9.1 Cancellation of a hotel room reservation must be notified to the Dolder Grand as early as possible and in writing. The following cancellation terms and conditions apply both to the cancellation of bookings and in the event of unannounced non-appearances (no-shows) as well as in the event of early departures.

9.2 Cancellations of **individual hotel room reservations** (up to nine rooms in total, excluding Top Suites) must be received by the Dolder Grand no later than 3.00 pm (local time) on the day before arrival. The room rate for one night will be charged in the event of a later cancellation. The cancellation period for long-stay reservations for stays of more than 10 nights is seven days. The cancellation fees will be agreed in writing in the confirmation of reservation. The Dolder Grand reserves the right to charge the full rate for all room nights that have not been taken in the event of non-appearances (no-shows) or early departures.

9.3 Cancellation of a Group Booking (of 10 rooms or more or individual rooms of the Group Booking) must be received by the Dolder Grand no later than as follows (the basis for calculation is the maximum number of rooms booked on one of the days of the stay as per the confirmation of reservation; a subsequent reduction in the number of rooms will not be taken into account):

- 10 to 30 rooms: 60 days before arrival
- 31 to 99 rooms: 90 days before arrival
- 100 rooms or more: 120 days before arrival

In the event of cancellation of all or part of the Group Booking after expiry of the above deadlines, the Organiser will be charged cancellation costs as follows (the basis for calculation is the maximum number of rooms booked on one of the days of the stay as per the confirmation of reservation; a subsequent reduction in the number of rooms will not be taken into account):

10 to 30 rooms:

- 59 to 30 days before arrival: 50% of the total amount of the room nights affected by the cancellation pursuant to the confirmation of reservation
- From 29 days before arrival: 100% of the total amount of the room nights affected by the cancellation pursuant to the confirmation of reservation

31 to 99 rooms:

- 89 to 60 days before arrival: 50% of the total amount of the room nights affected by the cancellation pursuant to the confirmation of reservation
- From 59 days before arrival: 100% of the total amount of the room nights affected by the cancellation pursuant to the confirmation of reservation

100 rooms or more:

- 119 to 90 days before arrival: 50% of the total amount of the room nights affected by the cancellation pursuant to the confirmation of reservation
- From 89 days before arrival: 100% of the total amount of the room nights affected by the cancellation pursuant to the confirmation of reservation

The Dolder Grand may reduce the cancellation costs at its own discretion, provided that the Dolder Grand can relet the rooms at least at the same price.

9.4 The cancellation of the reservation of one or more Top Suites must be received by the Dolder Grand no later than 14 days prior to arrival. In the event of cancellation after expiry of such deadline, the Organiser will be charged cancellation costs as follows (the basis for calculation is the maximum number of rooms booked on one of the days of the stay as per the confirmation of reservation; a subsequent reduction in the number of rooms will not be taken into account):

- 7 to 13 days before arrival: 50% of the total amount of the room nights affected by the cancellation pursuant to the confirmation of reservation
- From 6 days before arrival: 100% of the total amount of the room nights affected by the cancellation pursuant to the confirmation of reservation

9.5 For all cancellations, services provided in advance by the Dolder Grand and its partners must be paid for in full at all times.

10. Reservation changes by the Dolder Grand

10.1 If the Dolder Grand is unable to provide the Organiser with one or more booked rooms for any reason, the Dolder Grand will provide the Organiser with a room of equal value. If no equivalent room is available, the Dolder Grand will provide the Organiser with an available room of another category.

Events

11. Use of rooms/permits

11.1 The Dolder Grand reserves the right to make room changes, provided that the rooms meet the requirements and interests of the Organiser and are reasonable for the Organiser. Any subletting or reletting of rooms or areas by the Organiser requires the prior written consent of the Dolder Grand.

11.2 Unless stipulated otherwise in the contract, the Organiser shall obtain any necessary permits itself and at its own expense. Copyright royalties in connection with music performances must be submitted and paid by the Organiser itself.

12. Number of participants

12.1 The Organiser shall inform the Dolder Grand of the final number of participants (hereinafter referred to as the "confirmed number of persons") as early as possible. The date of the event is deemed to be the start of the event. In the case of events lasting several days, the first day is deemed to be the date of the event.

Subject to the cancellation provisions set out in clause 18 below (full cancellation of the event), the number of persons may be reduced free of charge for events with a confirmed number of persons of up to 149 as follows:

- Reduction of the number of persons up to 30 days before the event date by a maximum of 40% of the originally confirmed number of persons
- Reduction of the number of persons between 10 and 29 days before the event date by a maximum of 20% of the originally confirmed number of persons
- Reduction of the number of persons from 3 to 9 days before the event date by a maximum of 10% of the originally confirmed number of persons

Subject to the cancellation provisions set out in clause 18 below (full cancellation of the event), the number of persons may be reduced free of charge for events with a confirmed number of persons of at least 150 as follows:

- Reduction of the number of persons up to 90 days before the event date by a maximum of 40% of the originally confirmed number of persons
- Reduction of the number of persons between 50 and 89 days before the event date by a maximum of 20% of the originally confirmed number of persons
- Reduction of the number of persons from 49 to 10 days before the event date by a maximum of 10% of the originally confirmed number of persons

If the actual number of persons is smaller than the confirmed number of persons (minus any reductions free of charge mentioned above), the confirmed number of persons (minus any reductions free of charge mentioned above) will be used as the basis for calculation of the invoice.

If the actual number of persons is greater than the confirmed number of persons, the actual costs incurred will be invoiced. The Organiser also acknowledges and agrees that the Dolder Grand is under no obligation to accommodate the additional persons.

13. Fire regulations/other safety regulations/mounting of decorative materials

13.1 Regulations of the Dolder Grand, in particular, keeping escape routes clear, observing the smoking ban, etc., must be complied with. Decorative material supplied by the Organiser must also comply with the fire regulations.

13.2 The Organiser is also responsible for ensuring that no more persons are admitted than the capacity of the room in question allows. The maximum numbers specified by the Dolder Grand are binding. In the event of any non-compliance, the Dolder Grand will accept no liability whatsoever.

13.3 The mounting of decorative materials and other objects on walls, doors and ceilings always requires the prior consent of the Dolder Grand. The Organiser will be liable for any damage incurred by the Dolder Grand as a result.

14. Printed matter/Media advertisements

14.1 The use of logos/images of the Dolder Grand in any form by the Organiser always requires prior written permission. Any publication without such consent will entitle the Dolder Grand to withdraw from the contract. The Organiser will be liable to the Dolder Grand for any resulting damage.

15. Details of the events and guarantee of safety

15.1 The Organiser shall inform the Dolder Grand in a transparent manner about the purpose and nature of the event. The Dolder Grand must be informed immediately if the Organiser changes the purpose and nature of the event. If the Dolder Grand establishes that the Organiser has not informed the Dolder Grand accurately about the purpose and nature of the event and that the event could represent a reputational risk for the Dolder Grand, the Dolder Grand will be entitled to withdraw from the contract. The Organiser will be liable to the Dolder Grand for any resulting damage.

16. Surcharges

16.1 From 12.00 midnight, a night surcharge of CHF 10.00 will be charged per guest (based on the confirmed number of persons in accordance with clause 12) and hour commenced (minimum CHF 250.00 per hour).

17. Catering

17.1 Unless agreed otherwise in writing, the Organiser shall obtain all food and beverages from the Dolder Grand. Otherwise, a corkage fee agreed in advance will be charged.

18. Cancellation of the event by the organiser

18.1 The Organiser shall inform the Dolder Grand of a cancellation of a reservation for event facilities as early as possible and in writing. Cancellation of the event is possible free of charge within the following period:

- Events with a confirmed number of persons of up to 149 (excl. any reductions free of charge under clause 12): up to 90 days before the date of the event
- Events with a confirmed number of persons of at least 150 (excl. any reductions free of charge under clause 12): up to 120 days before the date of the event

18.2 In the event of a cancellation after the deadlines specified above, the Organiser will be invoiced for the set-up costs and additionally the following cancellation fees of the expected invoiced amount (calculated on the basis of the number of participants listed in the confirmation of reservation):

Events with an originally confirmed number of persons of up to 149 (excl. any reductions free of charge under clause 12):

- 89 to 60 days before the event date: payment of 40% of the lost turnover pursuant to the confirmation of reservation
- 59 to 30 days before the event date: payment of 60% of the lost turnover pursuant to the confirmation of reservation
- 29 to 10 days before the event date: payment of 80% of the lost turnover pursuant to the confirmation of reservation
- From the 9th day before the event date: payment of 100% of the lost turnover pursuant to the confirmation of reservation

Events with a confirmed number of persons of at least 150 (excl. any reductions free of charge under clause 12):

- 119 to 90 days before the event date: payment of 40% of the lost turnover pursuant to the confirmation of reservation
- 89 to 50 days before the event date: payment of 60% of the lost turnover pursuant to the confirmation of reservation
- 49 to 20 days before the event date: payment of 80% of the lost turnover pursuant to the confirmation of reservation
- From 19 days before the event date: payment of 100% of the lost turnover pursuant to the confirmation of reservation

If the loss of turnover caused is offset by customer bookings from third parties for the same period and the same rooms, the Dolder Grand may, at its own discretion, waive or reduce the invoicing of the cancellation costs.

18.3 For all cancellations, services provided in advance by the Dolder Grand and its partners must be paid for in full at all times.

Spa

19. Cancellation policy regarding Spa Treatments

19.1 Cancellations of treatments must be received by the Dolder Grand at least 24 hours before the appointment. If the treatment is cancelled within 24 hours of the appointment, the full amount will be invoiced.

20. Applicable law / place of jurisdiction

20.1 The contract is governed by and construed exclusively in accordance with Swiss law. The place of performance and jurisdiction is Zurich. Should individual provisions of these GTCB prove to be invalid and become unenforceable, this will not affect the validity of the remaining provisions. In this case, the legally invalid provision is to be replaced by a legally valid provision that is similar in meaning.

Zurich, January 2021