

General Terms and Conditions for Events and Functions

(hereafter "GTC")

I. Scope

These GTC apply to the services provided by Neue Hotel Atlantis AG, represented by Giardino Group AG, in conjunction with the letting of conference, banqueting and function rooms as well as other facilities for holding events, banquets, conferences, etc. The basis of the contract are the services agreed between the event organiser and the hotel.

These GTC form an integral part of the contract between the hotel and the customer / event organiser and are recognised unreservedly by them.

II. Conclusion of contract and contracting parties

The contracting parties are Neue Hotel Atlantis AG, represented by the Giardino Group AG (hereafter "the hotel"), and the customer / event organiser (hereafter "the event organiser").

If a third party has acted on behalf of the event organiser, the event organiser shall be jointly and severally liable towards the hotel together with the third party for all liabilities arising out of or in relation to the event covered by this contract.

The contract comes into being when the hotel accepts the event organiser's booking request. If the hotel provides the event organiser with a binding quote, the contract comes into being when the event organiser accepts the hotel's quote. In both cases, the hotel is free to confirm the event in writing, but this is not a requirement for the contract to be effective.

III. Services, prices, payments

The hotel is obliged to make the rooms booked by the event organiser available and to perform the services agreed with the event organiser.

Reserved function rooms are available to the event organiser – and their guests – solely for the purpose agreed in writing and only for the agreed period.

The event organiser is prohibited from assigning to third parties, either in whole or in part, the services that the hotel has contractually undertaken to provide (usage of rooms and event services).

The event organiser undertakes to notify the hotel of the final number of participants for its function no later than 4 working days before arrival or the start of the function, unless an earlier notification date is stipulated in the booking documents. For the purposes of billing and the customer's corresponding payment obligation, it is irrelevant if the actual number of participants is less than those notified by the event organiser when making the booking. In this case, the event organiser will be billed on the basis of the number of participants originally notified to the hotel. The hotel will accept the actual number of participants exceeding the number notified by up to 10%, provided this does not jeopardise the safe and smooth running of the event. If the number of guests exceeds those notified by the event organiser to the hotel, invoicing will be based on the actual number of guests. The event organiser is obliged to pay the agreed fee for the services agreed in advance and, if applicable, for any additional services used by them and their guests. This also applies to services provided to and payments made to third parties by the hotel at the event organiser's request, particularly for claims by copyright collection societies.

Unless otherwise agreed, all prices are quoted in Swiss francs (CHF), plus VAT at the rate applying on the function date.

Invoices are always issued in CHF only. Invoices from the hotel without a due date are deemed to be due and are payable without any deductions within 30 calendar days of the invoice date. However, the hotel is also entitled to demand immediate payment.

The foregoing provisions also apply to services and expenses that have been agreed by the hotel with external service providers under a separate contract in the name and on behalf of the event organiser and are billed separately by these service providers.

If the agreed starting and/or ending times of the function change and the hotel agrees to these changes, the hotel is entitled to charge for the increased length of time for which it has to make the function rooms available and any additional services associated with this, provided the delay was not caused by or within the control of the hotel.

If the period between the booking and the performance of the contractual services exceeds 12 months, the hotel shall be entitled, unilaterally and without prior announcement, to bill the event organiser its current prices. These may not, however, exceed the prices quoted to the event organiser by more than 10%.

The hotel shall be entitled at any time to request a deposit of up to 100% of the agreed fee inclusive of VAT. This deposit can be paid by bank transfer or credit card. The deposit will be credited in full against the invoice. No interest is paid.

The deposit is due at the latest, without the need for a reminder, with the last booking confirmation issued in writing, unless otherwise agreed. Any bank charges are payable by the customer.

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If the deposit paid by the event organiser exceeds the final invoice amount, the difference will be refunded to the account from which the deposit was paid. Under no circumstances will the difference be paid out in cash or refunded to a different account than the one used for the deposit.

The event organiser shall be in arrears if the invoice is not paid or payment has not been irrevocably instructed by the payment deadline stated above. If payment is in arrears, the hotel shall be entitled to charge interest at the current statutory rate of 5%.

In addition, the hotel reserves the right to show that it has suffered a greater loss.

The event organiser does not have the right to object to any amounts owed to Neue Hotel Atlantis AG or Giardino Group AG being offset.

In the event of overbooking, the hotel shall make every reasonable effort to secure a suitable alternative in the Zurich region.

IV. Technical facilities, connections and display/decorative material

If the hotel hires technical and other equipment from third parties for temporary use at the event organiser's request, it shall be deemed always to be acting in the name and on behalf of the event organiser. The event organiser is responsible for handling the provided equipment with care and for returning it at the end. The event organiser shall indemnify the hotel against all claims by third parties arising from or in relation to the temporary provision of this equipment.

Objects and equipment of any kind relating to the event may only be brought into the hotel or onto the hotel grounds or set up or installed there with the hotel's prior written permission.

The event organiser warrants in particular that all objects and equipment brought into the hotel or onto the grounds or set up and installed there comply with relevant safety and police regulations, in particular fire safety regulations, and can be removed without causing any damage.

The event organiser is entitled to use their own telephone, fax and data communications equipment with the prior written agreement of the hotel. The hotel may charge a reasonable connection fee.

V. Copyright / licences

The event organiser is obliged to report services and activities involving licensing rights, copyright, personal rights and exploitation rights to the relevant authorities or collection societies on their own accord and to pay the associated fees or costs directly.

The hotel assumes no responsibility or liability for this.

Newspaper advertisements and other advertising in a broader sense – even if only in parts or in an altered form – publicising functions in the hotel are only permitted with the prior express written permission of the hotel. The hotel reserves the right to grant the event organiser – against payment of a fee – a time limited, non-exclusive licence to use its brands and/or logos. However, the customer is not entitled to grant licensing rights.

VI. Loss or damage of items brought into the hotel

Bringing items for display or other objects (including personal items) onto the hotel grounds or into the hotel or the hotel rooms is at the event organiser's own risk. The hotel assumes no liability of any kind for loss or damage, except in cases of gross negligence or malicious action.

VII. Own food and drink

The event organiser is not permitted to bring their own food and drink to functions or to have it supplied by third parties that have not been agreed with the hotel in advance. Exceptions to this rule require the prior written agreement of the hotel. In such cases, a suitable fee to cover overhead costs will be charged.

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VIII. Cancellation deadlines and fees / withdrawal from the contract / no show

Cancellation by the customer

The event organiser only has a right to withdraw from the contract entered into with the hotel if this has been agreed in writing.

The event organiser is in all cases liable for full payment of the contractually agreed room rental, including services obtained from third parties, even if the event organiser does not utilise the services agreed in the contract or does not utilise them in full.

If a contractual cancellation date has been agreed in writing between the hotel and the event organiser, the customer may withdraw from the contract up to this date without triggering any claims for payment or compensation. The customer's right of cancellation is void if it is not exercised by the agreed date. The date on which the cancellation is received by the hotel is decisive for determining whether the cancellation has been made on time. The event organiser must cancel in writing.

Use of rooms, infrastructure, catering, technical services, staff etc.

Up to 90 days before the event	No charge
89 to 60 days before the event	25% of the total fee
59 to 30 days before the event	50% of the total fee
29 to 10 days before the event	75% of the total fee
9 to 4 days before the event	90 % of the total fee
3 days or less before the event	100% of the total fee

The above terms may be adjusted by the hotel depending on the size of the event. This will be set out separately in the quote/booking confirmation. If the precise catering costs have not yet been established at the date of cancellation, the costs will be calculated as follows in cases of doubt or in the absence of other evidence:

Canapés	CHF 25.00 per person
Breakfast	CHF 25.00 per person
Lunch	CHF 60.00 per person
Dinner	CHF 80.00 per person

IX. Withdrawal by the hotel

If a deposit or other payment security agreed or requested in accordance with section III above has not been paid even after the hotel has set a reasonable short grace period, the hotel shall be entitled to withdraw from the contract with immediate effect.

The hotel shall also be entitled to withdraw from the contract with immediate effect if it is unreasonable, or no longer reasonable, for the hotel to enter into, continue or perform the contract in full, especially in the following circumstances:

- Force majeure / other circumstances outside the hotel's control make it impossible or unreasonable to fulfil the contract,
- false or misleading information of a material nature was provided when booking guest rooms and/or function rooms (e.g. relating to the identity of the guest or the purpose of the function),
- the hotel has reasonable grounds for believing that use of the hotel could jeopardise the smooth running or safety of the hotel or the reputation of the other guests and/or the hotel, for reasons that lie outside the hotel's organisation and management.

In the above cases, the hotel is entitled to withdraw from the contract with immediate effect and the guest shall not be entitled to compensation. Any deposits or payment security provided by the event organiser may be retained by the hotel in accordance with the provisions of section VIII above.

X. Liability

The hotel shall only be liable towards the event organiser for damages on account of malicious action or gross negligence as a result of failure by the hotel to perform its contractual obligations, or if they are performed in a materially inadequate manner. In all cases, compensation is limited to the fee booked by the event organiser in the hotel or charged by the hotel (excluding VAT and cash drawings).

If the event organiser is not organising the function themselves or uses the services of a professional agency/organiser, the event organiser shall be jointly and severally liable together with the agency/organiser for all obligations arising from or in relation to the contract.

If there are problems with or disruptions to the hotel's services, the hotel will attempt to remedy them as soon as it becomes aware of them or upon being informed promptly by the event organiser. The event organiser is obliged to provide reasonable assistance in removing the disruption and/or minimising any potential damage as far as possible and must notify the hotel immediately of any damage or disruption.

The event organiser is liable for damage caused by guests, employees or agents of the event organiser. The hotel may require the event organiser to take out appropriate insurance.

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In the event of loss or damage to items brought into the hotel, the hotel is liable only in cases of malice and gross negligence. If the hotel is liable by law for third parties, its liability extends only to gross negligence by this third party. Liability on the part of the hotel is excluded if a third party has caused the damage deliberately.

The hotel's liability is explicitly limited, including for indirect damages suffered by third parties, to the coverage amounts of the hotel's liability insurance. Liability on the part of the hotel in excess of this amount is explicitly excluded. The hotel is not liable for damage resulting from force majeure.

Liability claims lapse if the event organiser does not notify the hotel promptly in writing after becoming aware of an instance of loss, damage or destruction.

The hotel is not liable for theft of or damage to vehicles and their contents belonging to the event organiser parked in the hotel grounds, provided it has not acted maliciously or with gross negligence.

Messages, mail and consignments of goods for the event organiser and their guests will be treated with care. The hotel will take charge of delivering and storing them and, on request, will forward them for a fee. Claims for damage not caused by gross negligence or malicious action, as well as indirect damages suffered by third parties, are excluded.

XI. Closing provisions, place of jurisdiction, applicable law and address for service

Unilateral amendments or additions to this contract by the event organiser are null and void.

The place of performance and payment is Zurich.

Should individual provisions of these GTC be ineffective or void, this shall not affect the validity of the other provisions. In such cases, the parties undertake to promptly replace the invalid provision with an admissible valid provision, the content of which comes closest in financial terms to the original intention.

The contractual relationship between the event organiser and Neue Hotel Atlantis AG is subject exclusively to Swiss substantive law, under the exclusion of all provisions of the IPRG and any applicable bilateral and multilateral international agreements.

The sole place of jurisdiction for all claims arising from or in connection with the contract between the parties mentioned at the outset is Zurich. The contractually agreed place of jurisdiction shall also apply to any pre-trial interlocutory measures.

Event organisers resident abroad, or event organisers without a fixed address, or whose place of residence is unknown, hereby declare that they wish to make themselves subject to enforcement in Switzerland within the meaning of Art. 50 (2) of the Swiss Debt Collection and Bankruptcy Act (Bundesgesetz über Schuldbetreibung und Konkurs) and choose Neue Hotel Atlantis AG and Giardino Group AG as their special domicile for the performance of all obligations arising from or in connection with the present contract.

Event organisers resident abroad and event organisers without a fixed address or whose place of residence is unknown agree that any court and/or enforcement documents from the Zurich court or legal authorities, including rulings and court orders, may be delivered to the hotel address with binding effect.

Zurich, 24. August 2015