

General Terms and Conditions of EXECUTIVE EVENTS GmbH

Version III; valid from June 11, 2020

1 Scope and validity of application

- 1.1 Subject to separate written agreements with the Client, these General Terms and Conditions of Business (hereinafter referred to as "**GTC**") apply to all offers and services of EXECUTIVE EVENTS GmbH (hereinafter referred to as "**Executive Events**") and shall govern the legal relationship between Executive Events and their clients.
- 1.2 The rights and obligations of Executive Events and the Client (hereinafter referred to as the "**Client**") result from the written agreements made between Executive Events and the Client, these GTC and supplementary statutory regulations.
- 1.3 If a separate written agreement and the GTC contain provisions that differ from each other, the provisions of the separate agreement shall generally take precedence over those of the GTC. However, if the provisions of the agreement are unclear or incomplete, the provisions of the GTC shall apply.
- 1.4 The present GTC are deemed to have been accepted by the Client upon reservation (order placement) and become an integral part of the contract between Executive Events and the Client upon conclusion of a contract.
- 1.5 The validity of any GTC of the Client is hereby excluded.

2 Offer and conclusion of contract

- 2.1 The service descriptions published by Executive Events (e.g. on the Internet or in the sales documents) do not constitute binding offers on the part of Executive Events. They serve to provide information about the services of Executive Events and make it easier for the Client to submit a specific enquiry to Executive Events.
- 2.2 The offers of Executive Events are made with respect to an enquiry of the Client and are free of charge, unless otherwise agreed. With the exception of offers made for additional services and/or increases in the number of participants, they are subject to amendment after conclusion of the contract and must be regarded as an invitation to the Client to submit a binding application.
- 2.3 With the written reservation (order placement) the Client submits to Executive Events the binding application for the conclusion of the contract on the basis of the services agreed in the offer. If the Client does not specify a deadline, they are bound by their application for three working days from the date of the reservation.
- 2.4 The contract between Executive Events and the Client shall only come into effect upon written confirmation of the order by Executive Events.
- 2.5 If, after conclusion of the contract, the Client requests additional services or an increase in the number of participants, Executive Events will offer the additional

services in writing - if possible. The contract for the additional services is concluded upon written acceptance by the Client within the acceptance period specified in the offer. By accepting the offer, the Client accepts these GTC again.

3 Services of Executive Events

- 3.1 The contractual services to be provided by Executive Events are derived from the content of the order confirmation and any contract for additional services in accordance with all the information and explanations contained therein.
- 3.2 Executive Events is not to be regarded as the organiser of the event and may not be presented to third parties as the organiser. The Client or a third party shall act as organiser with the associated rights and obligations.
- 3.3 Executive Events undertakes to perform the contractual services incumbent upon it with due diligence.
- 3.4 Executive Events is entitled to transfer the execution of individual obligations from the contract to external service providers such as DMC, chefs, tour guides, restaurants, hotels, transport companies, etc. (hereinafter referred to as "**third parties**").

4 Number of participants

- 4.1 The effective number of participants stated in the order confirmation is binding for the planning and execution of the event with the following exceptions.
- 4.2 Additional participants can be booked upon request under the conditions of Section 2.5.
- 4.3 At the latest three working days before the start of the event, the Client has the possibility of cancelling individual participants in writing, whereby the minimum number of participants as stated in the order confirmation or in any contract for additional services (hereinafter referred to as the "**minimum number of participants**") must not be undercut.
- 4.4 The unit price for participants who have been duly cancelled in accordance with Section 4.3 will not be invoiced.
- 4.5 The full costs will be invoiced for participants who do not appear and who have not duly cancelled their participation in accordance with Section 4.3.
- 4.6 If the minimum number of participants is not reached and the event cannot be carried out as planned for this reason, the costs for the services ordered remain due in full. In this case, Executive Events also has the right to adjust the programme at its own discretion, subject to the cost consequences according to Section 6.7. In the event of a programme adjustment, Executive Events will endeavour to offer an adequate replacement.
- 4.7 The agreed services can only be guaranteed for the number of participants confirmed in writing by Executive Events.

5 Obligations of the Client to cooperate

- 5.1 The Client shall provide Executive Events with all reasonable assistance required or reasonably requested to provide the Service.
- 5.2 Executive Events must be provided with all information relevant to the performance of the contract in writing within a reasonable period of time. In particular, the Client is obliged to provide Executive Events with the information specified in the checklist in the order confirmation (in particular, the definitive number of participants) within the specified deadlines.
- 5.3 The Client is obliged to inform the participants about the provisions of these GTCs relevant to them. This applies in particular to the provisions on liability and insurance.
- 5.4 With their enquiry, the Client confirms that they are authorised to consent to the processing of personal data for the participants they have specified or are to specify in accordance with Section 14.

6 Prices and terms of payment

- 6.1 All prices of the Executive Events are in Swiss francs (CHF) excluding the statutory value added tax (VAT).
- 6.2 For additional services that are purchased on site and are not included in the offer, the prices communicated at the time of the event shall apply. This applies in particular to services provided by third parties. If wine and beverage menus of third parties are made available prior to the event, Executive Events cannot guarantee the availability and the listed prices of individual products. These may be subject to fluctuation.
- 6.3 Unless special terms of payment have been agreed in writing, remuneration for Executive Events shall be due 14 days after invoicing. Payment shall be deemed to have been made as soon as Executive Events can dispose of the money.
- 6.4 The possibility to offset any counterclaims of the Client that are not recognised or not legally established is excluded.
- 6.5 Executive Events is entitled to request advance payment up to the amount of the services to be provided. The modalities, in particular the payment dates of any advance payment requested by Executive Events, will be specified in the offer. As a rule, the advance payment amount is 50 to 100% of the services offered.
- 6.6 If the scope of the service or the group of participants is expanded after the contract is concluded, Executive Events is entitled to request an additional advance payment.
- 6.7 If additional costs arise due to programme adjustments for reasons for which Executive Events is not responsible, these will be charged to the Client.
- 6.8 After the event the Client will receive a final invoice with the total costs. These also include the additional services purchased on site, which are not included in the offer, and must also be paid in full to Executive Events. The invoiced amount (total costs minus the downpayments) must be paid within 14 days of the invoice, unless special

payment dates have been agreed in writing.

- 6.9 Executive Events is entitled to invoice the Client separately for additional services purchased on site, which are not included in the offer, even after the final invoice has been issued.
- 6.10 The amounts invoiced must be paid without deduction. No rebates or discounts are granted on the amounts owed.

7 Default of payment

- 7.1 If the Client does not meet the agreed payment deadlines, they will be in default without a reminder.
- 7.2 If the Client does not make the advance payments by the due date, Executive Events can refuse to provide the services until the date of receipt of payment. If the event is not carried out on the planned date due to a justified refusal to perform by Executive Events, payment for the agreed services remains due in full.
- 7.3 In case of default of the advance payment, Executive Events also has the right to set a written grace period of 7 days and withdraw from the contract after this grace period has expired.

8 Cancellation (Client annulment of contract) and rebooking

- 8.1 Cancellation (Client withdrawal from the contract) and rebooking must be made in writing, whereby the cut-off date for calculating the period mentioned in Sections 8.3 and 8.4 is the date of receipt by Executive Events of the cancellation or rebooking. If the cancellation or rebooking is received by Executive Events on a Saturday, Sunday or public holiday, the next working day shall be deemed the cut-off date.
- 8.2 The following percentage figures refer to the invoice amount including VAT in the order confirmation. If the scope of the service or the group of participants is expanded in the period between conclusion of the contract and cancellation or rebooking, the percentage figures refer to the total amount including VAT increased by the amendments.
- 8.3 An event date can be rebooked up to 64 days before the start of the event for a flat processing fee of CHF 300.00 plus VAT. A later rebooking is not possible. Furthermore, Executive Events cannot guarantee that the event can be offered on the new date suggested by the Client. If no new suitable date is found within six months of the original event date, the rebooking will be treated as a cancellation with the corresponding costs.
- 8.4 Up to 64 days before the start of the event, an order can be cancelled for a 25% processing fee, whereby the processing fee is at least CHF 400.00 plus VAT. If an order is cancelled at a later date, the cancellation costs to be borne by the Client are:

50% between 63 and 32 days before the event

75% between 31 and 17 days before the event

In the event of a cancellation made up to 16 days before the start of the event, the cancellation fee is 100%.

- 8.5 In the event of a no show or in case of impossibility to carry out the event due to late arrival of the Client or individual/all participants, 100% are also due. If the Client or individual/all participants arrive at an event only after it has started, or leave before it has ended, there is no entitlement to a price reduction. Additional costs incurred by postponements or late arrival of the Client or individual/all participants shall be borne by the Client.
- 8.6 Executive Events reserves the right in individual cases to charge a higher compensation in addition to the cancellation costs, according to the costs incurred, to be specifically quantified and documented to the Client. In this case, the Client is free to prove that Executive Events has not incurred any damage in excess of the cancellation costs or that the damage incurred is lower.

9 Cancellation (annulment of contract by Executive Events)

- 9.1 Executive Events has the right to withdraw from the contract at any time for objectively justified reasons by immediate unilateral and written declaration, extraordinarily and with immediate effect. Objectively justified reasons are in particular:
- An agreed advance payment has not been made even within a grace period;
 - an obligation to cooperate is violated, which significantly affects the fulfilment of the contract making it considerably more difficult or impossible to execute;
 - Executive Events has good reason to believe that the use of the agreed services may impair the smooth running of business, the safety of others or the reputation of Executive Events;
 - the purpose or reason for the event is unlawful.
- 9.2 In the event that Executive Events withdraws from the contract for the aforementioned reasons, the Client shall not be entitled to claim damages and payment for the agreed services shall remain due.

10 Force majeure

- 10.1 If Executive Events cannot fulfill their contractual obligations due to force majeure, such as natural events of special intensity, war, riot, strike, terrorism, pandemics, epidemics, official restrictions or other unexpected occurrences, any advance payment will not be reimbursed. An unpaid advance payment remains due.
- 10.2 In this case, the Client may propose one or more postponement dates which are within six months of the original event date. If the event can take place on a postponement date, the advance payment will be deducted from the total costs in the final settlement - after the event has been carried out. If no suitable date is found within these six months, the Client will receive a voucher in the amount of the advance payment made. The voucher will be issued six months after the original event date with a one-year validity period.

10.3 Any liability of Executive Events in case of force majeure is excluded.

11 Ownership, proprietary rights and intellectual property rights

11.1 All rights to the results of the service, performance, processes, designs, technologies, trademarks, companies, inventions and to all materials that are in any way connected with the business relationship and in particular to the content and information provided by Executive Events remain with Executive Events.

12 Warranty and liability

12.1 Executive Events excludes the warranty to the extent permitted by law.

12.2 The liability of Executive Events for loss of profit, any indirect damage and consequential damage is - as far as legally permissible - completely excluded. Subject to further restrictions in these GTC, Executive Events' liability to the Client is limited to cases of intent and gross negligence. Liability for slight and medium negligence is therefore excluded - to the extent permitted by law.

12.3 Executive Events shall only be liable for faulty services provided by third parties and other auxiliary persons in cases of medium and gross negligence and in cases of intent in connection with the selection and instruction of third parties and other auxiliary persons. Any further liability of Executive Events is excluded. However, the right to hold the staff of the Executive Events liable for intent and gross negligence is reserved.

12.4 Liability claims of participants must always be directed to the Client who acts as the organiser. Any liability of Executive Events as organiser is therefore excluded and Executive Events will not accept any liability in the event of damage.

12.5 Despite the professional and safe execution of the events, accidents cannot be ruled out. Executive Events cannot accept any liability for this. Clients participate at their own risk.

13 Insurance

13.1 The conclusion of any insurance is the responsibility of the Client and their participants. Neither the participant nor the Client is insured by Executive Events. The Client or participant must have taken out adequate health and accident insurance independently. Cancellation insurance is recommended.

14 Data protection

14.1 Executive Events is entitled to process and use the data received in connection with the business relationship with the Client, whether this data comes from the Client or from third parties, in order to fulfill the obligations arising from the contract. The Client agrees in full to the storage and contractual use of their data by Executive Events.

14.2 If the client has not expressly prohibited it, Executive Events may use the data for marketing purposes, in particular for sending newsletters. The data required to provide the service may also be forwarded to commissioned service partners or other third parties. The Client agrees to the forwarding of such data with the conclusion of the contract.

14.3 The data processing that can be attributed to the visit to the Executive Events website is explained in a separate data protection declaration.

15 Formal requirement

15.1 Where the written form is required, communication by email shall satisfy this requirement.

16 Severability clause

16.1 Should one or more provisions of these GTC or the other agreements be or become invalid or unenforceable, the validity or enforceability of the remaining provisions of these GTC and the other agreements shall not be affected. In this case, the parties shall replace the invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the economic purpose of the provision to be replaced. The same applies analogously in the event that these GTC or the other agreements contain a loophole.

17 Amendments to the General Terms and Conditions

17.1 Executive Events reserves the right to amend the General Terms and Conditions at any time. The version valid at the time of conclusion of the contract shall apply in each case.

18 Applicable law

18.1 All legal relations between Executive Events and the client are subject exclusively to substantive Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods.

19 Place of jurisdiction

19.1 The courts at the headquarters of the Executive Events are responsible for all claims - unless mandatory legal provisions apply.

19.2 Executive Events is, however, entitled instead to take recourse to the courts responsible for the jurisdiction of domicile or residence of the Client.