

## **General Terms and Conditions of the SIX ConventionPoint**

### **1. Purpose and Scope**

These GTCs shall apply to each use of the SIX ConventionPoint, regardless of whether a written agreement has been concluded. Should a customer fail to sign and return the agreement provided to them, the use of the SIX ConventionPoint services shall mean the conclusion of the corresponding agreement.

For convenience, the female form of designations has been omitted in this document. Whenever a designation pertains to both female and male person, the female person shall be included in the designation.

### **2. Leased Object and Purpose of Use**

The space listed in the lease agreement with regard to the SIX ConventionPoint including the equipment available shall be entrusted to the customer in proper condition for the agreed purpose during the lease term.

The customer shall not be allowed to use the SIX ConventionPoint and the equipment for any purpose other than that indicated in the agreement. In particular, it shall be prohibited to organize political demonstrations and any activities that could damage the image of SIX.

### **3. Liability and Damage**

The customer shall be liable to the SIX ConventionPoint for any damage to property, to persons and for any other losses, including any possible consequential damage, caused by themselves, their assignees, partners, event participants during the lease term. Furthermore, the SIX ConventionPoint may hold the customer liable for damage caused by other third parties, provided that it is connected with the event, in particular in case of demonstrations or manifests of third parties targeted against the customer's event.

The SIX ConventionPoint shall be released from all liability under legal provisions to third parties in connection with the event organized by the customer. The customer shall hold the SIX ConventionPoint harmless against any and all claims of third parties in connection with the event organized by the customer.

In particular, the SIX ConventionPoint shall not be liable for services provided by third parties. Furthermore, the architectural elements of the space such as room temperature or lighting conditions may not serve as a basis for damages claims.

#### 4. Reservation Cancellation

The SIX ConventionPoint shall be notified in case of cancellation and/or changes to space reservations. The following cancellation fees shall be charged (1 working day = 24 hours Mon – Fri, date of receipt by the SIX ConventionPoint):

12 – 7 working days prior to the event	50 %
6 – 4 working days prior to the event	75 %
3 – 0 working days prior to the event	100 %

The cancellation fee shall be calculated based on the price of the space as stipulated in the agreement.

#### 5. Services

The SIX ConventionPoint shall provide standard technical equipment including briefing on the infrastructure by technically qualified personnel free of charge, as included in the rental fee according to the agreement.

Technical event support shall be charged CHF 150.00 per hour commenced according to time and effort.

Any other services provided by external suppliers shall be charged directly by these external suppliers pursuant to oral or written arrangement.

#### 6. Prices and Payment Conditions

The prices shall apply as stipulated in the agreement. Any additional services provided by SIX but not included in the agreement shall be charged according to special arrangements or offers.

Whenever the SIX ConventionPoint needs to make use of services provided by external suppliers, they shall be charged directly to the customer.

The publicly available and agreed prices shall not include value added tax.

In any case, the SIX ConventionPoint may demand a reasonable advance payment without further explanation.

The SIX ConventionPoint shall provide invoices automatically to the contact point indicated by the customer, unless the customer has explicitly indicated another invoice address in the lease agreement.

Should the invoice be sent to an incorrect address due to the correct invoice address not having been indicated, the SIX ConventionPoint shall charge a fee for inconvenience caused in the amount of CHF 100.00.

Invoices shall be paid within 30 days from their issuance without deduction.

## **7. Security Measures**

The SIX ConventionPoint shall reserve the right to arrange for physical security measures to protect the SIX ConventionPoint users and space. Costs for such measures may be invoiced to the customer, provided that it has been agreed on with the customer beforehand. In urgent cases, the security measures may be arranged at short notice by one of the parties to the agreement alone. In both cases, the customer shall bear the corresponding costs.

The customer shall notify the SIX ConventionPoint within a reasonable time in advance about any previous and/or expected disruptions of the customer's event by third parties. The SIX ConventionPoint may arrange for the abovementioned measures and invoice them accordingly. The responsibility for the implementation of security measures shall be assumed solely by the security officer of SIX or the police.

## **8. Objects Brought to the Venue and Third-Party Services**

The customer shall guarantee that any decorations or material used to provide meals to the participants comply with fire safety regulations. In case of doubt, the SIX ConventionPoint may demand an official approval. Installing decorations and other objects on the walls and ceilings shall be subject to prior consent of the SIX ConventionPoint.

It is forbidden to bring and set off fireworks of any kind. Fireworks shall include any kind of sparklers, volcanoes, candles, torches, flares, thunderflashes, howling petards and smoke bombs.

The customer shall bear sole responsibility for objects brought to the venue. Unless otherwise stipulated in writing, the SIX ConventionPoint shall not be responsible for their surveillance or safekeeping.

If and to the extent the SIX ConventionPoint procures technical or other equipment as well as catering services from third parties after consultation with the customer, the SIX ConventionPoint shall act in the name and for the account of the customer. The customer shall be liable for careful handling and proper return and shall indemnify the SIX ConventionPoint against any claims of third parties.

## **9. Amendments and Written Form**

The SIX ConventionPoint shall have the right to amend the General Terms and Conditions at any time. Any other arrangements or additional agreements shall require a written form and the signatures of both parties to the agreement in order to become valid. The same shall apply to a waiver of the requirement for the written form.

## **10. Applicable Law**

This agreement shall be governed exclusively by the Swiss law.

## **11. Place of Performance/Legal Venue**

The place of performance and exclusive legal venue shall be Zurich, Switzerland.