

## General Terms and Conditions for events

### § 1 General matters

(1) These Terms and Conditions apply to all events held in the premises of Office Club GmbH, Pappelallee 78/79, 10437 Berlin (hereafter „Office Club“) as well as all services provided to the client (hereafter „customer“) for the organization and realization of events. These terms shall apply in addition to Office Club's General Terms and Conditions in which further aspects are specified.

(2) Subletting and reletting of the premises provided as well as using them for job interviews, sales events or similar events is not permitted except with written approval from Office Club.

(3) Differing or contrary terms shall not apply except if expressly agreed upon in writing.

### § 2 Contractual agreements

(1) Each booking or reservation of the premises as well as agreements regarding further services become binding agreements by written approval or completion of the online booking process. All offers are subject to change and non-binding.

(2) If the customer / ordering party is not the actual organiser or if the organiser uses the services of a commercial agent or organiser acting in the capacity of the customer / ordering party, then the customer / ordering party and the organiser shall be jointly liable for all obligations arising from the agreement.

(3) All required official licenses or permits etc. have to be provided by the customer at his own expense. Any charges for copyrights, service rights (e.g. GEMA fees), fireguard etc shall be borne by the customer. The aforementioned obligations have to be fulfilled and the customer shall provide evidence upon request.

(4) All regulations and obligations made by the police, fire-fighting department and further public authorities shall be complied with by the customer. Office Club and its representatives may issue instructions and monitor compliance.

### § 3 Performance, prices, payments

(1) The prices agreed upon are net prices excluding the valid VAT. In case the valid VAT is being increased after an agreement has been concluded the customer has to pay the higher VAT. If the period of time between the conclusion of contract and the event exceeds four months and Office Club's prices for respective services increase, the contractually determined price may be also increased by up to 10%.

(2) Office Club is entitled to request reasonable down payment at any time.

### § 4 Withdrawal Office Club

(1) If the customer fails to make the down payment even after expiry of a reasonable deadline with threat of withdrawal, Office Club is entitled to withdraw from the contract.

(2) Office Club is also entitled to withdraw from the contract for justifiable reasons, for example if

- force majeure or other unavoidable circumstances not attributable to Office Club make it impossible to fulfill the contract.

- the premises have been booked while giving wrong or misleading information regarding important facts, e.g. the target group or the purpose of the event.

- Office Club has justified reason to assume that the event would impair the smooth operation, the safety or the reputation of Office Club, without this being the fault of its ownership or management.

(3) Office Club will inform the customer immediately about a withdrawal from the contract.

(4) The customer is not entitled to compensation, except for wilful or grossly negligent conduct.

### § 5 Withdrawal customer

(1) If the customer cancels his order, the following fees are due / the following calculation applies: if notified less than three working days (Mon-Fri 09:00 - 18:00) before the start of the event, 100% of the order amount; if notified more than three working days (Mon-Fri 09:00 - 18:00) before the start of the event, 50% of the order amount.

(2) The minimum booking time is 2 hours. Exceeding the booking time only if the room is available, each exceeded hour will be charged regularly. Bookings outside opening hours only by arrangement and plus surcharge.

(3) Cancellation deadlines for catering may vary.

### § 6 Changes to number of participants / date of the event

(1) The final number of participants as well as the selection of food and drinks have to be provided seven days before the start of the event to ensure careful preparation.

### § 7 Bringing food and drinks / sales guarantee

(1) The customer is not allowed to bring own food or drinks to events. Exceptions thereto require the express consent of Office Club. In such cases a contribution for the coverage of overheads will be charged.

### § 8 Technical facilities and connections

(1) Should Office Club procure technical and other equipment from third parties upon request by the customer, Office Club will act in the name and for the account of the customer. The customer is liable for the careful handling and the proper and orderly return of the equipment concerned. The customer exempts Office Club from all claims by third parties arising from the provision of such equipment.

(2) The use of the customer's own electrical systems while using the electricity network of premises let by Office Club shall require the written consent of Office Club. Any faults or damages to the technical equipment of Office Club caused by the operation of these devices shall be subject to the customer's responsibility, unless Office Club is responsible for such faults or damages. Office Club may log the electricity consumed for the use of the equipment concerned and raise a flat rate charge to cover the costs incurred.

### § 9 Loss or damage of brought items

(1) Any of the customer's exhibits and other items, including personal items, shall be taken into the premises at the customer's risk. Office Club shall not bear any liability for loss or damage except in cases of gross negligence or wilful intent.

(2) Any decoration material brought in shall comply with the fire protection requirements. Office Club is entitled to demand official evidence. Due to the risk of damage, the erection and affixing of such materials are to be coordinated in advance with Office Club. Should damages occur due to the erection and affixing of materials, all repair and renova-

tion costs shall be borne by customer

(3) Any package material, exhibition objects or other objects brought by the customer shall immediately be removed after the end of the event. If the customer fails to remove such items Office Club shall be entitled to remove and store the items at the customer's costs.

(4) If the items are left in the premises, Office Club may raise an appropriate charge for the use of the given room and the duration thereof. The customer and Office Club reserve the right to show evidence of lower or higher damages, respectively.

### § 10 Customer's liability for damages

(1) The customer is liable for all damages to the premises or inventory caused by himself, event participants, the customer's employees and third parties within the customer's sphere of influence.

(2) Office Club may request the provision of reasonable securities (e.g. insurances, deposits, guarantees).

### § 11 Promotion

(1) Should the event be promoted without written approval and the promotion be adversely affecting the interests of Office Club, Office Club has the right to cancel the event.

### § 12 Final provisions

(1) Any amendments or supplementary agreements to the contract or these General Terms and Conditions require the written confirmation of Office Club in order to be effective. Any unilateral changes shall be invalid.

(2) Berlin will be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contract relationship (excluding the United Nations Convention on Contracts for the International Sale of Goods).

(3) German law shall apply.

(4) Should any provision of these Terms and Conditions or of the contract concluded with Office Club be invalid, the validity of the remaining provisions shall not be affected. The fully or partially invalid provision shall be replaced by one that is as close as possible to the invalid provision and that is in keeping with the intention of the parties. The same applies in case of an omission.

(5) Versions of these General Terms and Conditions in languages other than German must only be regarded as translations. If there are interpretation problems and language-related discrepancies between the foreign language version and the German version, the German version of these General Terms and Conditions shall be authoritative.

As of: June 2022