

TERMS AND CONDITIONS (T&C's)

1.

Reservation Procedure

1.1.

Reservation can be made online, via e-mail, fax, phone or through travel agent if assigned, and shall refer to the PCR rate code. The COMPANY shall carefully instruct its affiliates, employees and any third party who might be entitled to use the PCR (i.e. consultants, agents, suppliers) about the restrictions for use of the PCR and shall take all appropriate measures to avoid any misuse. The COMPANY shall keep the PCR confidential and shall instruct its employees, affiliates and other beneficiaries of the PCR to keep the PCR strictly confidential.

1.2.

The HOTEL shall provide the COMPANY and the Guest with a confirmation number for every reservation, provided that the required room(s) is/are available for the requested period.

1.3.

All non-guaranteed reservations are kept till 18:00h local time on the day of arrival. The HOTEL is obliged to keep all guaranteed reservations until 18:00h local time on the following day.

1.4.

Check in time is 14:00h and latest check-out time is 12:00h local time.

1.5.

The HOTEL's general terms and conditions for hotel services apply, unless set out otherwise herein; payment of rendered services shall be made by the Guest upon check out, unless stated differently at the time of booking and confirmed by the HOTEL.

2.

Cancellation Procedure

2.1.

Cancellation of a hotel room reservation can be made without any penalty not later than 18:00h local time on the day of arrival unless stated differently in the reservation confirmation.

2.2.

Should the COMPANY or the Guest cancel a hotel room reservation after the due date or time, or should the Guest fail to check in at the HOTEL on the arrival date set out in the reservation confirmation, the Guest is considered as "no show" and the COMPANY or the Guest shall pay the HOTEL a penalty equal to 100% of the first night's rate for the first night according to the terms of booking as set out in the reservation confirmation.

2.3. The HOTEL reserves the right to amend the terms for guaranteed reservation, cancellation and payment during special events (i.e. trade fairs, government summits a.o.), subject to the PCR being applicable and subject to the HOTEL's prior notice of such amended terms to the COMPANY.

3.

Changes to Taxes or Other Charges

If official government or local authorities imposed taxes and/or service charges included in the Corporate Rates change during the duration of this Agreement, the Corporate Rates will change accordingly and the revised Corporate Rates will be notified to the COMPANY in writing by the HOTEL. The revised Corporate Rates shall apply as from the day specified in the HOTEL's notice to the COMPANY, to existing reservation and all future reservations.

4.

Liability

4.1.

Each Party is fully liable for its non-performance or undue performance under this Agreement. The HOTEL shall only be liable for breach in case of gross negligence or wilful default. In case of its

breach of this Agreement the HOTEL shall only be obliged to compensate for direct loss and damage resulting from that breach.

4.2.

The COMPANY shall severally and jointly with the Guest(s) be liable for the fulfilment any payment obligation of the Guests in relation to the use of the PCR.

5.

Duty of Care

The HOTEL represents to fully comply with all applicable local fire and safety regulations; the HOTEL pursues regular controls of its technical installations and customer protection processes to ensure highest safety and hygiene standards. The HOTEL undertakes to provide reasonable advance notification to the COMPANY of any refurbishment or renovation taking place to the HOTEL's property which may impact the guest stay experience.

6.

Force Majeure

6.1.

In the event of a circumstance of "Force Majeure" which is defined as any circumstances beyond the control of either Party including but not limited to any Act of God, fire, flood, adverse weather conditions, disease, explosion, war, armed hostilities, act of terrorism, riots, civil commotion, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, government action or inaction, request of a governmental authority or any form of government, official or regulatory intervention, either Party shall be entitled to suspend this Agreement until such time when the circumstances constituting Force Majeure have disappeared. Any Guest's reservation confirmed for a date within the period of Force Majeure may be cancelled by HOTEL by written notice to the Guest with copy to the COMPANY. Each Party shall nevertheless use its reasonable endeavours to alleviating the effects of such circumstances constituting Force Majeure, including agreeing upon alternative arrangements.

6.2.

If either Party becomes aware that any circumstances constituting Force Majeure have arisen or that any circumstances which may constitute Force Majeure may arise, it shall immediately notify the other party by telephone and/or by facsimile.

7.

Intellectual Property

The COMPANY expressly recognizes that it does not obtain without the express prior written approval of the HOTEL, any rights to HOTEL's or the HOTEL's brand licensor's ("Radisson Hotel Group") materials, trademarks, brand names, logos and signs, nor any other information, data, databases, software, design, name or any other material provided/developed and owned by the HOTEL or the Radisson Hotel Group ("Materials"). The COMPANY shall not use, without the HOTEL's prior written approval, any Materials in any radio, television or internet marketing or advertising including with regards to the internet the use of the Materials in conjunction with paid listings in search engines, meta tags, keywords, links and any other means intended to influence the results for internet searches invoking the Materials. Any breach of this clause shall entitle the HOTEL to terminate this Agreement immediately without prejudice to any other rights or remedies that it may have against the COMPANY.

8.

Indemnity

8.1.

The HOTEL shall hold harmless and shall indemnify the COMPANY in respect of any direct loss or damage, including penalties, levies, fines, expense, legal fees and liability incurred by the COMPANY

where such is caused by the HOTEL's wrong performance of its duties under this Agreement. The HOTEL will not be required to so indemnify the COMPANY to the extent such liability, claim, cost, expense or damage results from negligence, wilful misconduct or bad faith on the part of the COMPANY. The HOTEL will further not be required to indemnify the COMPANY for any loss or damage incurred by a Guest while on the HOTEL's premises and caused by the HOTEL's wrong performance of its duties under the hotel services agreement entered into between the HOTEL and the Guest upon reservation.

8.2.

The COMPANY shall hold harmless and shall indemnify the HOTEL in respect of any direct loss or damage, including third party claims, penalties, levies, fines, expense, legal fees and liability incurred by the HOTEL where such is caused by the COMPANY's wrong performance of its duties under this Agreement. The COMPANY will not be required to so indemnify the HOTEL if such liability, claim, cost, expense or damage results from gross negligence, wilful misconduct or bad faith on the part of the HOTEL.

9.

Validity of the Agreement

9.1.

The Agreement will take effect as of the date when it is signed by both Parties and shall remain effective until December 31st, 2024 (hereinafter the "Term").

9.2.

Each Party is entitled to early terminate this Agreement for breach, subject to written breach notice to the other Party describing the breach and requesting remedial action within an appropriate deadline. Should the defaulting Party not have cured the breach within the set deadline, in case of a payment obligation within 10 (ten) days from receipt of the notice of breach, the non-defaulting Party send a termination notice upon the receipt of which by the defaulting Party this Agreement shall end.

10.

Final provisions

10.1.

Amendments or annexes to this Agreement shall only be valid if in writing and signed by both Parties. This Agreement supersedes any prior discussions or negotiations as well as terminates all prior agreements relating to the subject matter regulated herein.

10.2.

The content and the existence of this Agreement shall be kept confidential between the Parties, with the exception of the COMPANY' being entitle dto share the PCR and the Corporate Rates with the prospective Guests.

This Agreement is subject to the laws of the country where the HOTEL is located. All disputes, conflicts and claims arising from or in connection with this Agreement shall be settled amicably by the Parties. Should the Parties fail to reach an amicable settlement, the matter shall be submitted to the competent court at the HOTEL's domicile.