

## 4 Terms & Conditions

### 1 Compliance with Laws/Regulations

The Client shall comply with any and all laws which may be applicable within the legal jurisdiction and for the organization of this Event as provided for in this contract. Moreover, the Client shall ensure that all appropriate authorizations and declarations are duly filed and/or obtained prior to staging the event. Failure for the Client to comply with this provision shall give the right for the Hotel to cancel the Event. Moreover, the Client shall be held solely liable for any action, procedure, fine that may arise in respect of the organization of this event.

The Hotel shall comply with all national, provincial and local regulations which apply to its facilities and operations, including building and fire codes, the provision of facilities and services to the disabled and the sale, service or furnishing of alcoholic beverages and shall obtain all permits and licenses required to provide the services covered by this contract.

If the Client uses the rented premises in such a way that is incompatible with their intended purposes, or which is contrary to morality, public order or applicable law or if the Event may, in the Hotel's general manager's reasonable opinion, prejudice the reputation of the Hotel, the Hotel may terminate this Contract with immediate effect, without prejudice of its right to claim damages

### 2 Organisation

The Client acknowledges that he must not supply, directly or indirectly, any drinks, food, tobacco, flowers and other decoration, except with the prior written consent of the Hotel management.

Signage is not permitted in the Lobby or public areas of the Hotel without the permission of the Hotel Management.

Signage to be used in the general area of meeting activities must be professionally executed, no larger than 50 cm wide and 90 cm high, and must be approved by the hotel's Conference Services Manager.

All decoration plans, technical installations and various adjustments of apartments, bedrooms, meeting and banqueting rooms and lounges in the Hotel must comply with the applicable safety regulations and standards in force and require the prior written consent of the Hotel management. Such approval, always excludes the drilling of walls, floor or coverings by any means whatsoever and the use of the adhesive products on the same.

The Hotel represents and warrants that there will be no outside distraction under its control that could affect the ordinary use of meeting rooms or other facilities to be used by Client and its attendees and guests. The Hotel will promptly notify the Client of any significant construction or renovation to be performed in the Hotel during the event which could materially affect the use of the Hotel or quality of service. The Hotel will endeavour to keep such activity from distracting or interfering with use of meeting rooms, or other meeting space to be used during the event. If it is reasonably anticipated that there will be a significant interference, the Hotel will both arrange comparable meeting and guest rooms at a nearby location or Client may terminate this contract without liability.

Except with the Hotel management's prior written approval, the client must not:

- Make any reference to or use in any way the signs, symbols and logos of any company of the Michel Reybier Hospitality or make available publicly photographs taken in the Hotel's premises.
- Sublet the premises which are the subject matter of this Contract or use the same for any purpose other than the agreed purposes.
- Sell goods or services (including tickets) on the Hotel premises.
- Use tickets, posters or other advertising or promotional material for the event.

The Client must obtain prior written permission from the Hotel for any musical entertainment that the Client wishes to include in this Event. The Hotel reserves the right to refuse any entertainment incompatible with the image and services policy of the Hotel.

The Client shall make sure that all the necessary declarations have been made to the relevant authority for the use of any musical composition, subject to laws on intellectual property rights.

If special security arrangements are required because of the visit or presence of an important person at the function, they shall be the Client's responsibility. Should the Client see it necessary liaise with the police regarding the security of VIPs, the Hotel must be given prior notice of any such arrangements.

It is the Client's responsibility to ensure that the premises put at their disposal are suitably secured during the function. However, the Client may decide, on their own responsibility, to not employ security for the premises.

The Client is required to conform to the local labour laws in force for all persons employed on the occasion of this event.

At the end of the event, the Client undertakes to remove at its expense, all equipment, decoration, personal effects and documentations, which the Client will have brought into the Hotel's premises.

Rooming lists will be sent by the Client to the Hotel as soon as available, and no later than twenty one (21) business days prior to the arrival of the group. Any rooms reserved and not utilised will be covered by the terms of 7. Changes and Cancellations. The Hotel will send back to the client the rooming list two (2) days prior to arrival in order that the client may verify names and room allocation.

Rooming list should clearly states the name of each guest, arrival and departure dates of each guest, method of payment, and any special requests or additional instructions such as smoking/non-smoking room, special billing arrangements, twin beds etc. Please send your rooming list(s) directly to Sales by e-mail.

Individual call-ins: Reservations will be made by individuals directly with hotel Reservations Department. Please inform your attendees to contact our Reservations Department at +41 (0) 81 414 5437 and identify themselves as participants in your meeting in order to receive your special group rates.

Via Internet: Bookings are to be made via Internet, by using the following Internet-link: (if available)

This link provides access to the block reserved for your event, on the rates and conditions included in this contract. The link will be provided and will be activated on the day commencing receipt of the signed contract.

Any changes of the room block must be communicated in writing by the Client. The Hotel agrees not to send any individual confirmation or contract to the end user guest, unless requested by the Client to do so. The Client needs to advise if the quoted rates are OR are not to appear on any individual end user guest folio.

The Client undertakes to inform the Hotel in writing if there would be a need for any special dietary requirements at least seven (7) days prior to the Event. No extra charge will be made for these meals, as long as they do not exceed the cost of the chosen menu. Upon request, copies of proposed menus will be provided

**Meetings materials:** Each delivery must be clearly labelled to identify the conference and/or Event name, plus number of boxes in shipment (i.e. 1 of 4, 2 of 4, etc) and be addressed to the AlpenGold Davos. For security purposes, please ensure you have notified the Hotel prior to shipment.

The Hotel will not be involved with any issues related to the customs clearance of the shipment of the Client. In case if any costs occur via the third party related to the customs clearance, the Hotel reserves the right to charge occurred costs to the organizer.

### 3 Conflict of Interest

To preclude any conflicts of interests, the Client may provide the Hotel with a list of their Competitors. The Hotel agrees to advise Client promptly if any of the stated Competitors are looking for availability over the group's meeting dates.

If Client determines that accepting such Competitor's business during the same dates would be a direct conflict of interest with Client's program, the Hotel agrees not to contract with such competitor during Client's official event dates.

The parties acknowledge that in some cases the Hotel may book rooms and other facilities with an unspecified guest. Should it become apparent that the Hotel has inadvertently booked a Competitor program during Client's group meeting dates, Client shall have the first right of refusal on all function space and suites. If Client determines in its sole discretion that it is impossible for the two groups to meet during the program dates, Client shall have the right to terminate this Contract without penalty or damages, and any and all advance deposits shall be immediately returned to Client.

### 4 Liability

The Client shall be liable for all damage to the Hotel caused by the Client and its employees, its visitors and its third party service providers. Furthermore, the Client agrees to indemnify the Hotel for all damages suffered by the hotel as a consequence of the wrongful or negligent behavior of the Client, its visitors and its third party service providers.

The obligations of the Hotel under this contract are limited to the provision of premises and/or rooms to the benefit of the client and its affiliates. The Hotel shall only be liable in the event of proven failure in respect of its obligations to deliver the premises in accordance with the specifications agreed upon between the parties.

It is expressly agreed that the organization and the management of the event shall be under the full and exclusive responsibility of the Client.

To the extent permitted by law, Hotel shall protect, indemnify, defend and hold harmless Client and its officers, directors, partners, agents, members, and employees from and against any and all Claims arising out of or caused by Hotel's negligence in connection with the provisions of Hotel's facilities.

Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense, which it may have with respect to such claims.

The Hotel reserves the right to decline deliveries, services, set-ups or floorplans, if the safety or the daily operations are compromised or if their interests are conflicting to the Hotel's interests.

### 5 Insurance Requirements

The Hotel and the Client each agree to carry adequate public liability and other insurance protecting itself and the other party against any claims arising from any activities conducted in the Hotel during the Event.

### 6 Rates and Invoicing

Unless otherwise indicated, all rates are indicated in the official currency of the country where the Hotel is located and the Client undertakes to pay in that currency. If the Client pays in a different currency, the Hotel will apply its then applicable exchange rate on the day of the payment.

In the absence of specific written billing instructions, the Hotel will invoice all items agreed upon and all extras to the Client. Subject to variations as agreed herein, the amount billed by the Hotel to the Client is the amount agreed on the conclusion of this Contract plus the charges for additional services provided by the Hotel at the Client's requests, at the then applicable service rate.

Invoices which are not challenged within 7 days from the invoice date are deemed to be agreed. Where there may be issue with a particular amount, this amount only may be held pending review. Invoices must be paid within ten (10) days from the invoice being agreed, failing which all outstanding amounts will automatically and without prior notice accumulate interest at the rate 1% per month, from the due date until the day of full payment, both days to be included.

This Event is to be treated as a wholly separate transaction between the Client and the Hotel. Neither party may set off any disputed payments from previous events against payments for this Event.

It is the Client's responsibility to provide the Hotel with written details of those Event attendees who may sign charges to the main account.

In the event credit is not approved, prepayment of all total charges is required prior to arrival with the balance due at departure.

<b>Bank name:</b>	<b>Credit Suisse</b>
Account holder:	Weriwald AG C/O AlpenGold Hotel Davos
SWIFT code:	CRESCHZZ80A
Clearing no.:	4835
Bank account:	0463-1666490-31
IBAN:	CH70 0483 5166 6490 3100 0

All transaction & currency conversion charges have to be settled by the client. For payments other than bank transfer or cash the hotel reserves the right to add a transaction fee to the bill.

### 7 Changes & Cancellations

If the Client partially or completely cancels the Event and/or the Guest Room accommodation, the Hotel shall incur costs equivalent to the lost profit from the cancelled services.

A Cancellation Fee shall be paid by the Client upon partial or full cancellation as compensation for the Hotel's lost profit and not as a penalty. The Cancellation Fee shall be expressed as a percentage of lost revenue from

the sale of bedrooms, and meeting room rental, as reasonably determined by the Hotel. Where the Hotel has ordered for food, beverages, equipment hire and incidental purchases, etc., these elements may also be considered as part of the cancellation fee.

### Scale for Calculating Cancellation Fee

Number of days prior commencement date of the event	% of the contracted rooms that can be cancelled free of charge	% of the contracted participants that can be cancelled free of charge
<b>More than 365 days</b>	15%	30%
<b>365 – 180 days</b>	10%	20%
<b>179 – 31 days</b>	8%	20%
<b>30 - 07 days</b>	5%	10%
<b>6 day or less</b>	0%	0%

Cancelled rooms or participant exceeding the above percentage a 100% cancellation fee will apply. Attrition to the cancellation allowance can be applied only twice.

After each amendment, the new agreed number (rooms/participants) will apply as the contracted number.

The Client will provide to the Hotel, on a timely basis, any changes to its attendance projections, bedroom and function space requirements for the Event. All changes are subject to availability, and all agreed changes will be confirmed by the parties in writing prior to the Event. This Contract has been negotiated based on the dates, number of rooms and function space outlined above. Any additional space and service confirmed by the parties in writing after the signing of this Contract will be subject to this clause 7. Changes and Cancellations. All changes resulting in a reduction of revenue to the Hotel shall be subject to payment of Cancellation Fees. The Cancellation Fees owing vary according to the number of days prior to the Event that the Hotel is notified of such changes.

Notice of any cancellation must be received by the Hotel in writing, and any Cancellation Fee assessed is payable by the Client no later than ten (10) days after being invoiced therefore by the Hotel or as part of the total Event settlement. The Deposit amount may be set off against any Cancellation Fee owed.

### 8 Resell

The Hotel will make every effort to resell cancelled bedroom and function room space with the contract of the Client. The Patron will not be charged for partial cancellation / attrition if and only if the Hotel reaches full (100%) occupancy over the program dates achieving an average daily rate equal to or greater than that of this event.

In the event of a full cancellation, and once the complete cancellation fee is paid to the Hotel, (50%) of the total cancellation fee will be applied to a future (Client) meeting, booked and consumed by 365 days from the original meeting date.

Should the hotel resell the contracted cancelled space at lower rates than those contracted, the hotel can only charge a cancellation fee amounting to the difference between the original contracted value of the space sold and the resell value of the space sold.

### 9 Credit and Charging

Should the Client request a credit facility be made available during the course of the Event, this shall be provided at the discretion of the Hotel. Any credit

and payment arrangements shall be in accordance with the Hotel's Credit Policy.

The Client will provide the Hotel with a list of designates who are permitted to access the credit facility and charge items to the main account. The Hotel will require the Client to honour any charges that are authorised by any of these designates.

### 10 Termination by Client

If the Client fails to make any or all of the deposits when due and remains in default one week later, then without prejudice of the Hotel's rights to claim payment of sums due and damages for the prejudice suffered, the Hotel may terminate this Contract with one further weeks' notice.

In the event of termination of this Contract all down payments made or due remain the property of the Hotel, except where termination is attributable to the Hotel's breach of contract.

### 11 Force Majeure

If events beyond the reasonable control of the Parties, including but not limited to, acts of God (flood, earthquake, tornado, fire, etc.), pandemic, war, strikes, threats or acts of terrorism or similar acts, disease, World Health Organisation travel advisory, civil disorder, non-availability of food, beverages, or other supplies or curtailment of transportation either in the conference city or in the countries/states or origin of the attendees, make it inadvisable, impracticable, illegal, or impossible to perform as originally contracted under this Contract, the affected party may terminate this Contract, without liability, upon written notice to the other party. Any deposits made shall be refunded to Client within 30 days after written notice of cancellation under Force Majeure.

In the event the Client decides to hold its Meeting despite any of the circumstances detailed in 11.1, the Hotel shall waive any fees related to a reduced-sized Meeting (including any cancellation fees, room attrition fees, function space rental, food and beverage attrition fees) and shall offer the Group's guests the equivalent room rate offered to guests during the contracted dates

### 12 Overbooking

In the unlikely event that the Hotel is oversold, the Hotel will give the Client's delegates priority and will not relocate any of Client's delegates unless absolutely necessary. In the event that relocation is necessary, none of the delegates will be relocated without prior notification of, and consultation with, the Client. In cases of relocation, Hotel shall provide:

- alternative accommodation of comparable standard at a convenient hotel at no charge to the guest for the duration the guest is displaced;
- one complimentary round-trip ground transportation between Hotel and the alternative hotel for each day the guest is displaced;
- two phone calls worldwide, each of no more than 5 minutes duration, and necessary arrangements for forwarding the displaced guest's telephone messages and mail;
- an offer to relocate the displaced guest back to the first available room. If a room becomes available and guest elects not to return to Hotel, Hotel shall have no further obligations under this section 12.a); and
- upon return to the Hotel, upgraded accommodations (if available) and a welcome expression from the General Manager.

### *13 Jurisdictions and Applicable Law*

This Contract is governed by the Swiss law. If any part of this Contract is found void and unenforceable, it will not affect the validity of the balance of the Contract, which shall remain valid and enforceable according to its terms. Any dispute arising out of or related to this Contract shall be brought before the Swiss courts.

### *14 Data Protection and Processing*

The Client acknowledges that this Contract is subject to data protection standards and legislation. All information in respect of the Client and their delegates that is collected by the Hotel during the course of the Event will be processed in compliance with the Hotel's data policy and any applicable local legislation and regulations.

### *15 Effective Date of Communications*

The parties agree that for the purposes of this Contract and any amendments or modifications thereto or any another notice or communication between the parties, signatures sent or received by fax or e-mail transmission will be considered as enforceable and valid as original signature by the party signing. The effective date of communication will be determined as follows:

- a) communications sent via mail or courier will be considered effective two days after date sent;
- b) communications via fax will be considered effective as of date and time on fax confirmation sheet retained by sender; and
- c) communications sent by e-mail will be effective when the message is accepted by the recipient's e-mail server.

### *16 Miscellaneous*

This Contract constitutes the entire agreement between the parties and supersedes all prior discussions and writings between the parties with respect to the Event. This agreement cannot be amended except in a writing by a side letter signed by both parties. The terms of any purchase order or other ordering document shall be without force and effect.

### *17 Deposit Payment Schedule*

If not agreed otherwise, the deposit should be paid in Swiss Franc by the following dates.

The first deposit based on 80% of the total anticipated contracted invoice sum should be paid 14 days after signing the contract.

The second deposit of the remaining 20% of the total anticipated contracted invoice sum should be paid 30 days before the first arrival.

Payment instruction are subject to section 6 "rates in invoicing".