

# General Terms of Conditions of Business

## Article 1 Scope

1. These General Terms & Conditions of Business (GTC) apply to all services provided by Hollywood Media Hotel (and/or its respective foreign subsidiaries (hereinafter referred to as "HMH") to guests, event organizers and other contract partners (hereinafter referred to as the "contract partner"). These services consist, in particular, of allowing the use against payment of hotel bedrooms and other rooms for e.g. seminars, meetings, presentations, conferences, banquets and other events, the sale of food and beverages (F&B), the organization of cultural and sporting events and other programmes, the provision of special health promotion measures and comparable special offerings, as well as all further supplies and services of HMH associated therewith. HMH is entitled to have its services performed by third parties.
2. These GTC apply to all forms of contract, such as hotel accommodation, package tour, quota or event contracts concluded with HMH. The GTC shall also apply to all future business with the contract partner.
3. The GTC of the contract partner shall not apply even where HMH fails to expressly reject these. Counter confirmations of the contract partner making reference to its GTC are hereby rejected.
4. The contract partner agrees that the company-name and company-logo will give as a reference for advertising purposes on the HMH website or other specified HMH advertising media. The customer is free to dissolve this agreement at any time.

## Article 2 Conclusion of contract

1. In principle, the relevant contract comes into existence following a verbal or written request by the contract partner and on acceptance by HMH. HMH shall be free to accept the request in writing, verbally, in text form (email, fax) or de facto by providing the service.
2. Where the contract partner concludes a so-called quota contract, the contract partner shall be liable for all damage culpably caused by the end user.
3. Sub- or further letting, or the unpaid use by third parties of the rooms provided, as well as uses for purposes other than accommodation, shall only be permitted if HMH has given its express permission. On request, HMH may, at its discretion, grant an exception in writing.

## Article 3 Use, handover of rooms, check-out

1. Rooms are made available exclusively for the purposes of accommodation.
2. The contract partner shall be liable to HMH for all damage caused by it or by third parties who have received services by HMH on its instigation.
3. The contract partner shall have no right to use of particular rooms. If rooms should not be available in the hotel, HMH shall inform the contract partner of this immediately and offer the contract partner substitute rooms of equivalent value in a nearby hotel of the same category. If the contract partner declines this offer, HMH must immediately refund payments made by the contract partner.
4. Booked rooms shall be available to the contract partner from 16:00 on the day of arrival. If no agreement to the contrary is reached, HMH shall be entitled to let booked rooms to other parties from 18:00 without the contract partner being able to derive any rights or claims thereby.
5. Rooms must be vacated by no later than 12:00 on the day of departure. After this, in addition to any losses incurred as a result of the room not being vacated, HMH may charge the daytime room rate for additional use until 16:00, and for use after 16:00, 100% of the full price of the accommodation (list price).

## Article 4 Events

1. To facilitate due preparation by HMH, the contract partner must notify HMH of the final number of participants not later than three days prior to the beginning of the event. Insofar as the contract partner thereby notifies a higher number of participants than agreed, such higher number of participants shall only be included in the contract if HMH agrees to this in writing. If HMH does not agree in writing, the contract partner shall not be entitled to conduct the event with a higher number of participants. If HMH does agree, the charges shall be based on the new agreement (where applicable with additional expenses). The contract partner shall have no right to consent by HMH. The charges shall be based on the contractual agreements irrespective of the number of participants notified to HMH. Should fewer participants actually attend the event, this shall be irrelevant in respect of the charges.
2. Where the agreed time of commencement of an event is moved, HMH shall be entitled to invoice the contract partner for all additional costs thereby incurred.
3. Reserved rooms shall be available to the contract partner only within the period of time agreed in writing; use beyond those times requires the written permission of HMH which will in principle only be granted on payment of additional charges. HMH reserves the right to make room changes insofar as these are reasonable for the contract partner taking HMH's interests into consideration.
4. For events which go on beyond midnight, HMH shall be entitled to invoice € 50.00 plus VAT per service employee booked for each hour or part thereof. The contract partner shall be liable to HMH for additional services provided to the participants in the event or to third parties in connection with the event.
5. If nothing to the contrary is expressly agreed in writing, the contract partner shall obtain all official permits at its own expense. The contract partner is responsible for complying with all relevant requirements of (administrative) law. The contract partner shall pay any levies payable to third parties for the event, such as GEMA fees, entertainment tax etc, directly to the creditor concerned without delay.
6. The contract partner shall be liable for the conduct of its employees, the participants at the event and also for any other auxiliary staff in the same way as for its own conduct. The hotel may demand provision of appropriate security from the contract partner (e.g. insurance, deposits and guarantees).
7. To prevent damage, the affixing and installation of decorative material or other items must be agreed with HMH in advance. Exhibits and other objects brought in must be removed at the end of the event. Should the contract partner fail to comply with this provision, HMH shall be entitled to have them removed and stored at the contract partner's expense. The contract partner shall dispose of all transport packaging, outer packaging and all other packaging materials at its own expense. Should the contract partner leave packaging behind after the end of the event, this may be disposed of at the contract partner's expense. All items such as decorative material brought in in connection with the event must meet all relevant statutory requirements.
8. HMH is not insured for items brought in. Arranging the requisite insurance is exclusively a matter for the contract partner.
9. Wherever HMH is able to do so, faults or defects on equipment provided by HMH will be repaired. The contract partner cannot derive any rights in this respect.
10. Where the contract partner brings in its own electrical equipment, the hotel management must give its permission before such equipment is connected to the electricity network. The power consumed will be invoiced at the currently valid electricity prices as charged to HMH by the power supplier. HMH shall be free to charge a flat rate fee at its discretion. Any faults or defects in HMH's technical equipment caused by such connection shall be for the account of the contract partner.
11. Where HMH procures technical or other equipment for the contract partner from third parties, HMH acts in the name of and for the account of the contract partner. The latter shall be liable for the careful handling and orderly return of such equipment and shall indemnify HMH against all claims by third parties on first written demand. HMH shall not be liable for failure to procure the equipment on time or for any defects in the equipment procured.
12. In principle, the contract partner may not bring food and beverages to events. Written agreement may be reached in special cases (e.g. national specialties etc.); in such cases, an overhead charge will be billed with deduction of the proportional cost of the goods.
13. Newspaper advertisements containing invitations to job interviews and/or sales events in principle require prior written permission from HMH. Should publication take place without permission, HMH shall have the right to cancel the event.
14. Any form of advertising, information or invitations which create a link to the hotel, especially by use of the hotel's name, require the prior written consent of the hotel.

## Article 5 Provision of services, prices, payments, offsetting and assignment

1. The prices for the relevant services are based on the HMH price list applicable at the time the service is provided. All prices are quoted inclusive of value added tax at the statutory rate in force at the time. Prices do not include local taxes, charges i.e. tourist tax, additional culture fee and similar more. Contract partner bears the mentioned public dues. These amounts will be invoiced separately. Increases in value added tax shall be borne by the contract partner. If the period between conclusion of contract and initial provision of services exceeds 120 days, HMH shall be entitled to increase prices by a maximum of 15%. Subsequent alterations to services may lead to changes in prices. HMH is entitled to request an advance payment or provision of security from the contract partner on conclusion of contract of up to 100% of the total amount due by the contract partner. The amount of the advance payment and payment dates may be specified in the contract.
2. Where the contract partner has booked within a period in which a trade fair, major event or the like is taking place and the timing of such event is changed after conclusion of contract for reasons beyond HMH's control, the contract shall apply to the new period of time if HMH is able to provide the agreed services at that time. HMH shall inform its contract partner within a reasonable period as to whether it can meet its obligations. If the service cannot be provided, especially in the event that the rooms booked are already let to third parties for the new time period, the parties may withdraw from the contract without giving reasons. Assertion of claims against the respective other party is excluded. This shall not apply in respect of payments already made; these shall be refunded or credited.
3. Amounts due to HMH are payable without deduction immediately upon receipt of the relevant invoice. An invoice shall be deemed to have been received by the invoice recipient at the latest 3 days after being sent, except where earlier delivery can be proved. The statutory provisions apply in the case of payment arrears.
4. The preparation of a consolidated invoice shall not release the contract partner from the duty to pay individual invoices on time. In the event of default in payment, even of only one individual invoice, HMH shall be entitled to withhold all further and future services, and to make provision of services contingent upon a deposit of up to 100% of the payment still outstanding.
5. A collection fee of € 10.00 shall be payable for each reminder issued. In principle, invoices are payable immediately in cash or by credit card. HMH is entitled to refuse cheques, credit cards and foreign currency. Vouchers from tour operators will only be accepted if a credit agreement exists with the company concerned or if corresponding advance payments have been made. Reimbursement for services not used is excluded.
6. The contract partner may only offset against amounts due to HMH if the relevant claim is undisputed or has been finally determined by the courts. The same applies correspondingly to any exercise of rights of retention on

account of the contract partner's own claims. Claims and other rights may only be assigned with the written permission of HMH.

7. If the contract partner uses a credit card to pay for products for which HMH requires payment in advance (e.g. guaranteed bookings or standard orders requiring advance payment) without presenting the card in person (e.g. on the phone or internet), HMH shall not grant the contract partner the right to cancel said charges with the credit card company.

## Article 6 Cancellation/Service reductions

1. Reservations made by the contract partner are binding for both contract partners. If the contract partner makes a cancellation or reduction, he or she must pay the following cancellation charges:
  - a) No cancellation charge if written notification of cancellation or reduction is received by HMH 90 or more days before the start of service
  - b) Cancellation charge amounting to 50% of the value of the services ordered if written notification of cancellation or reduction is received by HMH between 89 and 30 days before the start of service
  - c) Cancellation charge amounting to 70% of the value of the services ordered if written notification of cancellation or reduction is received by HMH between 29 and 10 days of the date of commencement of the service period
  - d) Cancellation charge amounting to 90% of the value of the services ordered if written notification of cancellation or reduction is received by HMH less than 10 days before the start of service
2. The contract partner is entitled to provide proof that no loss was incurred by HMH or that the loss incurred was less.
3. Insofar as HMH can provide the cancelled service to third parties within the agreed period, the cancellation charge payable by the contract partner shall be reduced by the amount that such third parties pay for the cancelled service, but up to a maximum of the total cancellation charge due.
4. In addition to the damages described above, the contract partner must pay HMH a €50 processing fee.

## Article 7 Withdrawal/cancellation by HMH

1. By law, HMH is entitled to withdraw from the contract (section 323 German Civil Code) or to terminate the contract (section 314 German Civil Code) if
  - a) The contract partner fails to meet an obligation
  - b) Fulfillment of the contract is impossible due to force majeure, strike or other circumstances for which HMH is not responsible
  - c) The contract partner gives misleading or false information on material data
  - d) The contract partner uses the name of HMH in advertising materials without prior written permission
  - e) The rooms which are the subject of the contract are sublet in part or in full without HMH's written permission
  - f) HMH has justified reasons to believe that use of the hotel's services may jeopardize the smooth running of its business operations, safety, security or HMH's public reputation.
2. HMH shall notify the contract partner in writing that it is exercising its right of cancellation/termination without delay, but at the latest within 14 days of learning of the reason for such cancellation/termination. Rescission of the contract by HMH shall not be grounds for claims by the contract partner to damages or other compensation. Any right of HMH to reparation of any loss incurred by it and of the expenditure made by it remains unaffected in the event of justified cancellation of contract.

## Article 8 HMH's liability, items brought in, period of limitation

1. In principle HMH shall be liable in respect of all statutory and contractual claims only in the case of intentional conduct or gross negligence.
2. By way of exception, HMH shall be liable in respect of ordinary negligence in the event of loss or damage
  - a) due to the breach of essential contractual duties. In such cases, liability is limited to foreseeable losses typical for that type of contract
  - b) Due to death, personal injury or injury to health.
3. Any liability on the part of HMH for consequential damages or indirect damages is excluded.
4. Disclaimers and limitations of liability apply correspondingly to all companies engaged by HMH in fulfillment of its contractual duties, as well as their subcontractors and agents employed in the performance of an obligation for which they are vicariously liable. Such disclaimers and limitations of liability shall not apply if HMH has given a guarantee in respect of the properties of any item or of work or in the event of defects concealed with the intent to deceive.
5. The contract partner is obliged to notify HMH of obvious defects without delay, at the latest prior to his departure from the hotel.
6. The statutory provisions contained in sections 701 et seq. German Civil Code are applicable in relation to items brought in by the contract partner.
7. Items left behind by the contract partner/guest shall only be forwarded at the request, risk and expense of the contract partner. HMH shall store such items for 12 months and charge a reasonable fee for doing so. Insofar as the items have a recognizable value, items will then be turned over to the local lost property office.
8. All claims by the contract partner against HMH arising out of or in connection with the contract become time barred after the expiry of one year, beginning with the end of the year in which the claim arose and the contract partner learned of the circumstances forming grounds for the claim or, without gross negligence, ought to have learned of such grounds.

## Article 9 Addition provisions for package tour contracts

1. Where, along with providing subsistence and accommodation, the contract provides for HMH to organize a leisure time program as a chargeable service, this shall represent a so-called package tour contract.
2. The contract partner may not assert any claims due to changes to, variations in or curtailments of individual services within the scope of a package tour contract which become necessary subsequent to conclusion of contract if such changes, variations or curtailments are merely insignificant.
3. If the contract partner fails to use agreed services despite these having been made available, no reduction in or refund of the full charge is possible.
4. HMH shall not be liable for loss or damage suffered by the contract partner through use of a special service provided by a third party; the contract partner will be referred to its rights to enforce its claims against the relevant party who arranged the special service in this respect.

## Article 10 Place of performance and payment, place of jurisdiction, side agreements, partial invalidity

1. Place of performance and payment for both parties is the Hollywood Media Hotel, Kurfürstendamm 202, 10719 Berlin.
2. German law shall be applicable.
3. Place of jurisdiction is Berlin, Germany.
4. Should any provisions of contract, including these General Terms and Conditions of Business, be ineffective, this shall not affect the effectiveness of the remaining provisions. The parties shall replace such ineffective provisions forthwith by an effective provision that approaches as closely as possible the purpose sought and its financial significance. The same applies if the contract should contain commissions.

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