

TERMS AND CONDITIONS

Events and functions

1. SCOPE

These terms and conditions apply to the temporary provision of conference, banquet and function rooms in the Oberwaid AG health resort for the purpose of hosting events such as conferences, banquets, seminars, meetings and other functions, and all the associated services delivered by Oberwaid AG.

Other terms shall not apply, including those contained in the contractual party's terms and conditions, unless expressly agreed to by Oberwaid AG in writing.

2. DEFINITIONS

Oberwaid AG: The term „Oberwaid AG“ means the health resort and private clinic (Kurhotel und Privatklinik) Oberwaid, Rorschacher Strasse 311, 9016 St. Gallen, with all its outbuildings and premises.

Health resort: The term „health resort“ means the hotel area of Oberwaid AG with all outbuildings and premises pertaining to the hotel area.

Private clinic: The term „private clinic“ means the medical department of Oberwaid AG with all outbuildings and premises pertaining to the medical care of patients or clients.

Guests and clients: The term „guests and clients“ means any natural or legal person who enters into a contract with Oberwaid AG in association with the planning or conduct of an event on spa hotel premises, regardless of any additional catering or medical services delivered to such guests and clients.

Event: The term „event“ means any activity for the purposes of which Oberwaid AG provides the use of premises in the health resort for the duration of an agreed period of time. This includes conferences, banquets, meetings, seminars and other functions.

Orderer: The term „orderer“ means any natural or legal person with whom Oberwaid AG concludes a contract on the planning and/or performance of an event. The contract may be entered into in the name of and at the expense of third parties.

Consumer: The term „consumer“ means any guest, client or orderer who does not enter into the contract in the exercise of a commercial or professional activity.

3. CONCLUSION OF CONTRACT

a. The event agreement (hereinafter referred to as „contract“) comes into effect through written acceptance by the orderer of the offer issued by Oberwaid AG or of the confirmation issued by Oberwaid AG. If the orderer concludes the contract on behalf of a third party, the party to the contract with Oberwaid AG is not the orderer but the third party, but the orderer shall be held personally liable if the third party does not pay; the orderer shall notify Oberwaid AG of this circumstance in

a timely manner prior to conclusion of the contract and shall tell Oberwaid AG the name and address of the actual party to the contract. Email communications are deemed to have been made in writing.

b. If the orderer recognisably concludes the contract on behalf of the third party or if the third party has appointed a commercial broker or organiser to carry out the contractual formalities, then the orderer, broker or organiser shall be held jointly and severally liable with the third party for all obligations and rights arising from the contract. Notwithstanding the foregoing, the orderer shall forward all information related to bookings to the third party, in particular these terms and conditions.

c. Sub-letting or re-letting the booked rooms, areas or showcases and inviting individuals to attend for interviews, sales promotions or similar events is not allowed without Oberwaid AG's prior written consent.

4. SERVICES, PRICES, PAYMENTS

Oberwaid AG shall perform the ordered and promised services in accordance with these Terms and Conditions. The other contracting party shall pay Oberwaid AG the agreed prices for such services. The same applies to Oberwaid AG's services and outgoings vis-à-vis third parties in connection with the event, insofar as the services and outgoings were contractually agreed or approved by the contracting party. In addition, the contracting party shall be liable for payment of all food and drink ordered by the event participants and any other costs occasioned or otherwise caused by the event participants.

a. The agreed prices include value-added tax.

b. If the period of time between conclusion and performance of the contract exceeds four months and the price charged by Oberwaid AG for such services increases in the meantime, the contractually agreed price may be raised by an appropriate amount, but not by more than 10%.

c. Invoices issued by Oberwaid AG are due and payable without deduction immediately upon delivery. Contracting parties who fail to make payment within 30 days after invoice delivery shall be deemed to be in default; this applies to a contracting party who is a consumer only if these consequences are specifically pointed out in the invoice. In the event of delay in payment, Oberwaid AG shall be entitled to charge consumers 5% interest on arrears. In commercial transactions (i.e., a contract between Oberwaid AG and commercial guests and clients), the interest rate on arrears is 8%. Oberwaid AG reserves the right to provide proof of higher losses. The health resort shall be entitled to charge a fine of CHF 10 for each reminder issued after a payment becomes overdue.

d. Oberwaid AG is entitled to require a reasonable advance payment or security deposit upon conclusion of the contract or afterwards. The amount to be paid in advance and its due date can be specified in writing in the contract. Oberwaid AG is also entitled to call in amounts accruing at any time during the event and to insist upon immediate payment. The contracting party can offset or reduce claims of Oberwaid AG only with counterclaims that are undisputed or established by due legal process.

5. WITHDRAWAL OF THE CONTRACTING PARTY, CANCELLATION

Oberwaid AG gives the contracting party the right to withdraw at any time. The following provisions apply:

a. In the event of withdrawal of a contracting party from a reservation, Oberwaid AG shall be entitled to reasonable compensation.

The health resort has the option to demand a flat withdrawal fee from the contracting party rather than a specific calculated amount of compensation. Withdrawal up to 31 days prior to the event is free of charge.

Withdrawal 30-15 days prior to the event –

25% of the contractually agreed amount for the event, in particular for the use of the health resort premises, health resort rooms and provision of food and drink.

Withdrawal 14-8 days prior to the event –

50% of the contractually agreed amount for the event, in particular for the use of the health resort premises, health resort rooms and provision of food and drink.

Withdrawal 7-0 days prior to the event –

80% of the contractually agreed amount for the event, in particular for the use of the health resort premises, health resort rooms and provision of food and drink.

The contractually agreed amount is calculated from the agreed number of participants. In the absence of a contractually agreed amount for food and drink, CHF 25 will be charged for an aperitif and CHF 45 for a meal.

In cases where Oberwaid AG calculates the specific amount of compensation, the amount of compensation shall not exceed the contractually agreed price for the service to be performed by Oberwaid AG, less the expenses saved by Oberwaid AG and less the amount earned by Oberwaid AG through alternative use of the health resort services.

b. The foregoing provisions regarding compensation apply accordingly in cases where the contracting party does not avail of booked services without having notified Oberwaid AG in a timely manner beforehand.

In cases where Oberwaid AG gives the contracting party the option of withdrawing from the contract within a certain period without further legal consequences, Oberwaid AG shall have no entitlement to compensation. The timeliness of the notification of withdrawal shall depend on when it is received by Oberwaid AG. The contracting party shall submit the notification of withdrawal in writing.

6. WITHDRAWAL BY OBERWAID AG

If the contracting party has the right to withdraw free of charge, Oberwaid AG in turn has the right to withdraw from the contract within the agreed period if other guests and clients have enquired about the booked rooms and event premises and the contracting party does not provide final confirmation of the booking in response to Oberwaid AG's query.

If an agreed advance payment or security deposit is not provided within the set deadline, Oberwaid AG shall also be entitled to withdraw from the contract. Further, Oberwaid AG shall be entitled to withdraw from the contract in the following cases:

- for cause, in particular, if force majeure or other circumstances beyond Oberwaid AG's control preclude performance of the contract;
- if events have been booked based on misleading or false representation of significant facts, i.e. regarding the event host or purpose;
- if Oberwaid AG has reasonable cause to assume that the booked event might jeopardize smooth business operations or

safety or public image of Oberwaid AG or of the spa hotel for reasons not attributable to the quality of management or organization on the part of Oberwaid AG;

- in the event of unauthorized subletting or re-letting (see item 3c above);
- Oberwaid AG becomes aware that the contracting party's financial circumstances deteriorated significantly after conclusion of the contract, in particular if the guest does not pay sums owed to Oberwaid AG or does not put up sufficient security, suggesting that Oberwaid AG may be unlikely to receive payment;
- if debt collection proceedings against the contracting party are pending after a creditor has applied for continuation of debt collection;
- the host announces an increase in the number of participants after conclusion of the contract and Oberwaid AG does not have sufficient room;
- in the case of delayed arrival pursuant to item 7 below.

Oberwaid AG shall inform the contracting party without delay and in writing of its withdrawal from the contract. In the event of withdrawal in the foregoing cases, the contracting party shall have no entitlement to compensation.

7. CHECK-IN AND CHECK-OUT

The contracting party shall not be entitled to be given specific rooms unless Oberwaid AG confirms the provision of specific rooms in writing.

Booked rooms shall be available for the contracting party's use from 3 p.m. (check-in) on the agreed day of arrival. The contracting party shall have no entitlement to earlier provision unless this has been agreed in writing with Oberwaid AG.

Booked rooms shall be occupied by the contracting party or relevant event participants by no later than 6 p.m. on the agreed arrival date. Unless a later arrival time has been agreed in writing with Oberwaid AG, Oberwaid AG shall have the right to give booked rooms to other guests from 6 p.m. onward without the contracting party being entitled to a replacement. Oberwaid AG shall be entitled to a right of withdrawal to this extent.

The rooms, cleared of all belongings, shall be returned to the health resort no later than 11 a.m. on the departure date (check-out). After that time, Oberwaid AG shall be entitled to charge for the additional use of the room at the day rate until 6 p.m. beyond the actual loss incurred, and shall be entitled to charge the accommodation price in full (100%) after 6 p.m.

8. CHANGES IN NUMBER OF PARTICIPANTS AND EVENT TIMING

a. The contracting party shall tell Oberwaid AG the expected number of participants when making the order. Oberwaid AG shall be told the final number of participants no later than four business days before the event date in order to facilitate careful preparation. A more than 5% change in the number of participants shall not be possible without Oberwaid AG's written consent.

When calculating services on the basis of the number of registered individuals (health resort rooms, food and drink), the actual number of individuals will be calculated in the case of an increase in the registered and contractually agreed number of

participants. In the event of a reduction in the contractually agreed number of participants, Oberwaid AG shall be entitled to charge for the contractually agreed number of participants.

b. In the event of a more than 10% reduction in the number of participants, Oberwaid AG shall be entitled to a reasonable increase in the agreed prices and provide rooms other than those booked, unless this would be unreasonable for the contracting party to accept. Oberwaid AG can also modify the prices if the contracting party requests subsequent changes in the number of participants, services provided by Oberwaid AG or duration of the event and Oberwaid AG agrees. If a circumscribed part of a booked event is not taken up, Oberwaid AG shall be entitled to demand reasonable compensation for the unavailed-of part.

In the case of an increase in the number of participants, the actual number of participants is charged for.

In the event of postponement of the agreed event start or end times without Oberwaid AG's prior written consent, Oberwaid AG shall be entitled to charge extra for personnel and services unless Oberwaid AG is to blame for the postponement. In the case of events continuing past 11 p.m., Oberwaid AG shall be entitled, unless otherwise agreed, to charge for staffing from that time onwards, based on an itemized list.

9. BRINGING YOUR OWN FOOD AND DRINK

Contracting parties may bring their own food and drink to events only by written agreement with Oberwaid AG. In any such cases, Oberwaid AG shall be entitled to charge a service fee to cover overheads.

10. EVENT MANAGEMENT

Insofar as Oberwaid AG procures technical and other equipment from third parties for the contracting party at the latter's request, it acts in the name of, at the authorization of and at the expense of the contracting party. The contracting party shall be liable for careful treatment and return of the equipment in good condition. The contracting party shall indemnify Oberwaid AG from any and all claims of third parties in connection with the hire of such equipment.

Malfunction or damage to Oberwaid AG technical facilities through the use of equipment and systems brought onto the premises by the orderer or organiser shall be at the contracting party's expense, unless caused by Oberwaid AG.

The contracting party is entitled with Oberwaid AG's written permission to use its own telephone, telefax and data transfer facilities. Oberwaid AG shall be entitled to demand hook-up and connection charges for this purpose. If any equipment of Oberwaid AG goes unused through the use of the contracting party's own equipment, an appropriate fee for non-use may be charged.

Oberwaid AG shall endeavour to fix any malfunctions of technical or other equipment provided by Oberwaid AG without delay in response to prompt notification by the contracting party. Payments cannot be retained or reduced unless these malfunctions were the fault of Oberwaid AG.

The contracting party shall procure any and all official permissions required for performance of the event at its own expense. It is the contracting party's responsibility to comply with these permissions and all other public-law requirements in connection with the event.

The contracting party shall be responsible for dealing with the competent institutions (e.g., SUISA) to arrange the formalities and charges associated with the performance and playing of its own musical arrangements.

The contracting party shall be allowed to use the Oberwaid AG name and brand in promoting its event only with Oberwaid AG's prior written consent.

11. ITEMS BROUGHT ONTO THE PREMISES

The presence of items brought onto the premises for exhibition or other purposes, including personal items, in the event rooms or health resort is at the contracting party's own risk. Oberwaid AG accepts no liability for loss, destruction or damage, except in cases of gross negligence or wilful misconduct on the part of Oberwaid AG.

Any decorative materials brought onto the premises shall meet fire safety requirements. Oberwaid AG shall be entitled to demand official proof of such compliance. Due to the possibility of damage, the putting up and installation of items shall be agreed with Oberwaid AG beforehand.

Display or other items brought onto the premises shall be removed without delay at the end of the event. Oberwaid AG shall be entitled to remove and store items left behind at the contracting party's cost. If removal involves unreasonable effort, Oberwaid AG shall be entitled to leave the items in the event room and charge a reasonable rental sum for the room for the duration of the presence of the items. The onus shall be on the organiser to prove a lesser loss and the onus shall be on Oberwaid AG to prove a higher loss.

Packaging material (carton, boxes, plastic, etc.) accumulated in connection with the delivery of materials to the event by the contracting party or third parties shall be removed by the contracting party before or after the event. If the contracting party leaves packaging material behind in the health resort, the health resort shall be entitled to dispose of the materials at the contracting party's expense.

12. LIABILITY OF THE CONTRACTING PARTY

The contracting party shall be liable for all damages to buildings and inventory caused by event participants or visitors, employees, other third parties from the contracting party's sphere of influence, or by the contracting party itself or its legal representatives or agents.

Oberwaid AG shall be entitled to ask the contracting party for suitable collateral to cover any losses (e.g., insurance, deposits, guarantees).

13. LIABILITY OF OBERWAID AG, TIME BAR

Should there be any malfunctions or deficiencies in the services performed by Oberwaid AG, Oberwaid AG shall respond to the contracting party's immediate notification and take pains to remedy the situation. If the contracting party culpably omits to inform Oberwaid AG of a deficiency, an entitlement to reduction of the contractually agreed financial compensation shall not apply.

Oberwaid AG shall be held liable for losses due to gross negligence or wilful misconduct only. Oberwaid AG shall not be held liable in any other cases.

Except in cases of liability for a defect after assuming a guarantee for the quality of a thing or service, maliciously concealed defects or personal injury, the foregoing limitations of liability apply to all claims for damages irrespective of their legal grounds, including tort claims. The foregoing limitations of liability also apply in cases of any claims for damages of a contracting party against employees or agents of Oberwaid AG

14. WAKEUP CALLS, POSTAL DELIVERIES, LOST AND FOUND

Oberwaid AG shall exercise great care in making wake-up calls. Oberwaid AG accepts no liability for loss except in the case of gross negligence or wilful misconduct.

Messages, postal deliveries and deliveries of goods for the contracting party and event participants shall be treated with care. Oberwaid AG shall deliver, store and, upon request, send on such items in return for a fee, and shall do likewise for lost and found items. Oberwaid AG accepts no liability for damages except in the case of gross negligence or wilful misconduct. The health resort shall be entitled to transfer the foregoing items to the local lost and found office for a reasonable fee after no more than one month of storage.

15. VALET PARKING

The agreement on valet parking in the area of the health resort enters into force with the surrendering of the vehicle key and ends when the key is returned.

The client shall receive from Oberwaid AG a parking space in the area of the health resort for the agreed rental period for a fee and exclusively for the purpose of parking.

The client warrants and represents that the vehicle is his or her property or is used with his or her consent and is not leaking fluid.

Use of valet parking is at the client's risk. For the purpose of relocating vehicles, it is possible that the vehicle may be used to travel a distance not exceeding 10 km.

The displayed prices for parking are binding. The parking fee shall be paid either every time the key is returned or at check-out.

In view of its claims arising from the contractual relationship, Oberwaid AG is entitled to a right of retention and a legal lien (lessor's right of line) on items brought in by the client, in particular the vehicle. Oberwaid AG is entitled to refuse to surrender the vehicle until agreed and due invoice payments have been rendered.

Oberwaid AG's liability in respect of valet parking is in line with item 13 above. Oberwaid AG specifically shall not be held liable for damage to or theft of vehicles parked in the parking area. Nor shall Oberwaid AG accept liability for traffic accidents caused by clients in the parking area or for theft and loss of items of baggage or other personal items of the client.

Oberwaid AG Valet Parking shall receive only the key to the vehicle; Oberwaid AG accepts no liability whatsoever for any other keys or keyrings.

Oberwaid AG reserves the right to refuse vehicles that do not meet legal requirements for the roadworthiness of vehicles.

16. FINAL TERMS AND PROVISIONS

Amendments or additions to the agreement, to the confirmation of acceptance or to these terms and conditions for events shall not be valid unless given in writing. Unilateral amendments or additions by the contracting party shall be null and void.

The place of performance and payment is the place of business of Oberwaid AG in St. Gallen.

This contract is governed solely by the laws of Switzerland. The parties agree on St. Gallen as the legal venue.

Should any provisions of these terms and conditions for events be invalid or void or become so, this shall have no effect on the validity of the remaining provisions. Statutory provisions shall also apply.

Last revised: 21 Oct 2015

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