

ConventionPoint

General Terms and Conditions

1. Business hours and purpose

ConventionPoint's meeting and event facilities are available to the Swiss financial center against payment. It is open Monday through Friday from 7:00 am until 7:00 pm; however, upon prior agreement events may be held outside of these times. Political demonstrations and rallies are prohibited. SIX Management Ltd reserves the right to reject requests from potential customers without stating the reasons for that decision.

2. Reservations

Reservations are confirmed to customers by ConventionPoint via normal post and become legally binding on the contractual party upon the return of a countersigned copy of the confirmation letter.

3. Rental facilities

The rooms, including furnishings, as described in the reservation confirmation are placed at the disposal of the client in an orderly condition for the duration of the rental period and for the agreed purpose. If upon initial occupation of the rooms the customer lodges no complaint as to deficiencies, the rooms and furnishings are considered as having been taken over free of defect. ConventionPoint will not consider any subsequent complaints of this nature.

Upon request, an acceptance protocol can be drawn up.

4. Number of participants

The customer shall inform ConventionPoint of the final participant count (guaranteed number) at latest 72 hours (= 3 business days) prior to the day of the event; otherwise, the participant count indicated in the reservation confirmation shall be deemed the guaranteed number, which is decisive especially for the configuration of the room(s).

5. Cancellation of the reservation

ConventionPoint is to be notified in writing as to any cancellations and/or changes of room reservations. The following all-inclusive cancellation fees will be charged (1 business day = 24 hrs, Mo-Fr; date of receipt by ConventionPoint):

20 - 15 business days prior to the event	20 %
14 - 9 business days prior to the event	50 %
8 - 4 business days prior to the event	75 %
3 - 0 business days prior to the event	100 %

The all-inclusive cancellation fee relates to the resulting costs of the agreed event as per the currently valid price list.

6. Services

ConventionPoint shall provide technical support for a period of 30 minutes prior to the start of the event. Additional services of a technical or any other nature will be invoiced separately.

7. Prices/Terms of payment

Applicable prices are indicated in the currently valid price list. Notwithstanding the foregoing, ConventionPoint has the right to increase the prices once a year and will adequately inform the customer. The prices do not include the costs of any necessary security measures as per Point 9, below.

The prices do not include statutory value-added tax.

The invoiced amount consists of the rental charge as well as the costs for any supplementary services rendered.

Invoices are to be paid without deduction within 30 days of the issuance date.

ConventionPoint may demand a reasonable prepayment.

8. Liability and damages

The customer shall be held liable vis-à-vis SIX Management Ltd for all material damage, personal injury and/or losses, including any consequential damages, caused by the customer, its agents or event participants during the period of the rental. SIX Management Ltd may also hold the customer liable for damages incurred as a result of third-party demonstrations or rallies against the customer's event.

To the full extent provided under law, ConventionPoint shall be free of any liability vis-à-vis third parties for damages incurred in connection with events conducted by the customer. The customer agrees that ConventionPoint shall not be held liable for any third-party claims arising from events conducted by the customer.

9. Security measures

SIX Management Ltd reserves the right to order that, in light of any given circumstances, measures be taken to ensure the physical security of the users of ConventionPoint. The costs for such measures may be charged to the customer, provided that they have been discussed in advance with and approved in writing by the customer. In urgent cases, security measures may be ordered at short notice by either of the contractual parties. In both instances, the customer shall bear the related costs.

The customer shall provide SIX Management Ltd with adequate advance notice of any previous and/or future potential disruptive action by third parties against events held by the customer. After consulting the customer, SIX Management Ltd may take measures as described above. Security officers of SIX or, alternatively, the police shall be responsible for carrying out any such security measures.

10. Imported objects/third-party services

The customer shall ensure that any decorative material conforms with fire-protection codes; in case of doubt, ConventionPoint can demand that an official permit be obtained.

Affixing decorative material or other objects to the walls and ceilings of the rented room requires the prior approval of ConventionPoint.

The customer shall bear sole responsibility for any and all objects it brings to ConventionPoint. Unless otherwise specified in writing, ConventionPoint shall not be subject to any obligation to guard or store such objects.

If and to the extent that, following consultation with the customer, ConventionPoint procures technical or other equipment or catering services from third parties, ConventionPoint acts on behalf and for the account of the customer. The customer shall be liable for the careful handling and proper return of such equipment and may not hold ConventionPoint liable for any related third-party claims.

11. Amendments and written form

ConventionPoint reserves the right to amend these General Terms and Conditions at any time. Any agreements at variance thereto as well as any side agreements must in all cases be committed to writing and signed by both contractual parties in order to enter into force. The same shall apply to any abrogation of this clause.

12. Applicable law

Swiss law shall be exclusively applicable in the interpretation of this contract.

13. Place of fulfillment/jurisdiction

The place of fulfillment and sole legal venue is Zurich 1, Switzerland.