

General Terms and Conditions

of

Bonn Conference Center Management GmbH

Heussallee Boarding House

Platz der Vereinten Nationen 2

53113 Bonn

Germany

- in the following **BonnCC** –

on lodging and accommodation.

1. Area of Application

1.1 These general terms and conditions (in the following **GTC**) shall apply to contracts on the temporary lease of furnished apartments (**lodging and accommodation**) in the boarding houses along Heussallee, specifically to guests (**customers**) in the buildings at Heussallee 7-9 (**buildings**) and including all additional services and/or deliveries provided by BonnCC to the customer free of charge or against remuneration (any and all of these in the following: **contract**). This shall apply regardless of whether the customer asked to conclude the contract (cf. Art. 2.1) or whether a third party (**buyer**) representing the customer asked to do so.

1.2 The customer's general terms and conditions shall apply only if there is a previous written agreement on that matter.

1.3 Apart from these GTC, the house rules or the terms of use for the apartment or the object shall apply as well as the price list for additional nongratuitous services and deliveries the customer may ask BonnCC to provide. The two documents shall be on display in the building entrance or shall be forwarded to the customer by BonnCC upon request.

2. Conclusion of Contract

2.1 Until conclusion of contract, the offer provided by BonnCC shall remain subject to change and without obligation. The contract shall become effective only after its confirmation by BonnCC.

2.2 The contract shall be concluded as soon

as BonnCC enters a booking for the apartment in reaction to the customer's request, and the customer has received a confirmation of reservation (acceptance of offer) or, if for time reasons it is not possible to send a confirmation, the apartment or additional services and deliveries have been made available.

2.3 The contractual parties are BonnCC and the customer.

In case the buyer ordered on behalf of a customer, the buyer together with the customer are jointly and severally liable vis-à-vis BonnCC regarding all contractual obligations of the customer, provided that BonnCC has a statement to that effect issued by the buyer.

3. Services, Prices and Payment Conditions

3.1 BonnCC shall be obliged to leave the apartment to the customer for use in line with the stipulations in the contract and these GTC and to deliver any services explicitly agreed in the contract.

3.2 The subject of the lease shall be a furnished apartment for one person within the building. The use of the apartment by more than one person shall be possible at the rates indicated in the pricelist. There must be no more than three adults or two adults plus two children residing in the apartment. The term "adults" shall apply to individuals 18 years or older; the term "children" shall apply to individuals younger than 18 years of age.

The apartment shall be rented out to the customer only on a temporary basis, thus the rental period shall end on the date indicated in the contract without requiring a formal notice. Invariably and from the beginning, the customer shall be entitled to stay for no longer than six months without interruption; short interruptions of the stay shall remain without effect when calculating the duration of stay.

Parking space for motor vehicles shall not be part of the standard contract; depending on availability, parking space for motor vehicles in front of the building may be rented out separately as an additional service or delivery. At their own expense and risk, customers may use a parking garage nearby at the conditions set forth by the operator of the garage.

- 3.3 The customer shall be obligated to pay to BonnCC the agreed fee for lodging and accommodation and the additional services and deliveries used. The price for accommodation shall be determined in the agreement between the two parties; the price for additional services and deliveries shall be determined by the BonnCC pricelist valid on the day of booking either the apartment or the additional services or deliveries. In case of doubt, the prices indicated include VAT at the current legally stipulated rate plus local taxes and levies (such as lodging and accommodation taxes); local taxes and levies might have to be paid directly by the customer to a third party.

In the event that after conclusion of contract, the VAT rates or local taxes and levies increase or new local taxes and levies are introduced, BonnCC shall reserve the right to increase the agreed prices by this amount.

- 3.4 At equitable discretion, BonnCC shall be entitled to demand upon conclusion of contract an advance payment or a security amounting to the double of the amount due for rent for a period of two months. This security could be a credit card guarantee, a deposit or something similar. Insofar as the duration of stay or the scope of the additional services is expanded or reduced, at equitable discretion BonnCC shall be entitled to adjust the advance payment or the security accordingly. In terms of advance payments or securities for package tours, the legal stipulations shall remain

unaffected.

- 3.5 Unless otherwise agreed between the contracting partners (cf. 2.3), invoices issued by BonnCC must be paid in full within 10 days after receipt. This rule shall apply to customers who are also users of the apartment only if the consequences of nonperformance were pointed out to the customer in the invoice. In case of default of payment BonnCC shall be entitled to charge the customer default interest as defined by Federal law; notwithstanding any claims to compensate for higher damage.

BonnCC shall be entitled to send monthly invoices (partial performance). Insofar as the contract is issued for a period of less than one month, invoicing shall be done on a weekly basis.

- 3.6 The customer shall agree to BonnCC's entitlement to charge to the customer's credit card any arrears in payments that have not been settled until the day of departure.

- 3.7 Offsetting against or reducing claims of BonnCC shall only be permitted in the case of uncontested or legally established claims of the customer.

Assigning claims of the customer against BonnCC to a third party shall not be acceptable.

4. Check-in and Checkout

4.1 Check-in

The customer shall not be entitled to check in for a particular apartment unless BonnCC has previously agreed to this in writing.

On the scheduled day of arrival, the apartment booked shall be available after 3 pm. Other check-in times may be agreed on an individual basis. In general, the customer shall not be entitled to an earlier check-in time. When planning to arrive after 6 pm, BonnCC shall be advised beforehand.

Code cards or keys handed over to the customer shall remain property of

BonnCC. The customer must not make any copies of these. In case a late arrival after 6 pm has been agreed beforehand, BonnCC shall forward an individual code to the customer via electronic mail that the customer shall use inside the building to open a key cabinet for accessing the key card. This code must not be shared with third parties.

4.2 Checkout

4.2.1 Taking out all objects brought in by the customer, on the scheduled day of departure, the customer shall vacate the apartment, no later than 12 noon. When checking out later than 12 noon, but before 6 pm, BonnCC may charge 50% of the full daily rate for delayed check-out; when checking out later than 6 pm, BonnCC may charge 100%. Furthermore, the customer shall be held liable for damage compensation in case BonnCC has already rented the apartment to another customer. The customer shall be free to prove to BonnCC that no or no substantial damage has been done. In this context, the term 'daily rate' shall refer to the price agreed with BonnCC for accommodation and additional services and deliveries including VAT and, if applicable, local taxes and fees (for instance, accommodation tax or lodging levy) for the day(s) concerned. Contractual claims of the customer shall not be established hereby.

Moreover, all keys or code cards handed out to the customer shall be returned to BonnCC.

4.2.2 Late checkout shall be regarded unlawful private nuisance. In such a case, BonnCC shall be entitled to the right of self-redress and to resume possession of the premises while exercising the right of lien on moveable objects by putting objects brought into the apartment by the customer into temporary storage at customer's risk and expense.

4.2.3 When staying 84 or more consecutive days in the same apartment, a special fee shall be charged for final cleaning according to the price list for the boarding houses valid at the time of booking; in such case, the costs for final cleaning shall not be included in the fee agreed for lodging and accommodation. If and insofar as the customer is not willing to

pay a separate fee for final clean-up, BonnCC shall be entitled to withhold any security deposit to offset the unpaid cleaning fee.

4.2.4 On the scheduled day of departure, the customer may deposit luggage (quantity and size within customary tolerances) in a separate room from checkout until 6 pm that day; guarding the luggage for any period between 6 pm and midnight on the day of departure must be agreed beforehand.

4.3 Utilization

4.3.1 In line with the stipulations in these GTC and the applicable house rules and/or terms of use, the customer shall be entitled to use the apartment for accommodation purposes only. Using the apartment for any other purposes, particularly commercial interests, shall not be allowed.

4.3.2 Should the customer wish to rent or sublet or leave the apartment to a third party completely or partially, free of charge or against remuneration, or use the apartment for other purposes than lodging and accommodation, prior written consent by BonnCC shall be required, whereas Art. 540, para 1, p. 2 of the German Civil Code shall be waived unless the customer is the actual user.

4.3.3 The customer shall be liable for any negligent loss or damage to the apartment and all objects and technical installations therein caused by the customer during the contract period, unless there is proof that the damage falls within the scope of responsibility of BonnCC. The same shall apply for damage in the stairway or in the entrance area. The customer shall be obliged to handle the apartment and all objects and technical installations therein appropriately, carefully and with consideration. The customer shall not be authorized to remove any objects or equipment from the apartment that form part of the rental agreement.

The customer shall immediately report to BonnCC any defects or damage detected in and around the house and the apartment. The customer shall be liable for any ensuing damage arising from delayed reporting of defects or damage, to the

same extent as the customer is liable for neglectfully breaching the incumbent duty of care.

If during checkout any damage is detected that occurred during the rental period and that was caused by the customer's neglectful behavior, BonnCC shall be entitled to secure its claim against the customer by charging an amount corresponding to the estimated costs of repair to the customer's credit card as a guarantee or to demand a deposit or similar payment to cover for the estimated costs. After complete repair, based on the actual costs BonnCC shall immediately balance accounts with the customer.

To the same extent, the customer shall be liable for any damage caused by their family and friends, workers, employees, delivery people, craftspeople or others (e.g., visitors), provided that these do not enter the apartment against the customer's will.

- 4.3.4 Due to the risk of damage to the walls, it shall be forbidden to put up and install objects, particularly for decorative purposes, on the walls of the apartment. The customer shall be liable for any damage caused by suchlike objects brought in and shall indemnify BonnCC against any third-party claims.

The customer must not make any changes of any kind – particularly constructional and technical in nature – to and in the apartment and its facilities.

- 4.3.5 The customer shall ask for prior written consent from BonnCC if planning to use additional electronic or electrical equipment (with the exception of laptop computers, PCs, tablet PCs, mobile phones and the like), connecting these to the building's electrical circuit. Bonn CC may grant permission at their own discretion, however, demanding that the customer will cover any additional costs for increased power consumption and, if need be, withholding this amount from the security deposit.

The customer shall be liable for any interferences or damage resulting from using personal technical equipment.

- 4.3.6 As far as BonnCC provides objects and technical equipment from third parties to cater to a customer's needs, BonnCC shall be acting by order and on account of the customer; the customer shall be liable for the appropriate handling and proper return of the objects and equipment, discharging BonnCC from any third-party claims resulting from the lease thereof.

- 4.3.7 The use of the internet shall be an included optional service for the customer. When using BonnCC's internet connection, the customer shall be obliged to observe all applicable local, national and, where appropriate, international laws and rules. The customer shall be responsible for all acts and omissions while using the internet. Furthermore, the customer shall assume full responsibility for illegal use and/or acts adverse to the requirements specified above regarding the use of the BonnCC internet connection and shall indemnify BonnCC against any third-party claims.

- 4.3.8 Due to the hotel-like character of the boarding houses, bringing in pets requires BonnCC's prior consent. BonnCC shall be entitled to charge an extra fee per pet brought in; furthermore, BonnCC shall be entitled to charge to the full amount the corresponding costs for final clean-up on a time and material basis.

- 4.3.9 Smoking is prohibited in all apartments within the boarding houses. Should the customer infringe on this non-smoking policy, any damage caused by smoking or additional costs incurred for refurbishing / cleaning the apartment shall be carried fully to the customer's account.

- 4.3.10 Annoyance of other tenants due to noise is to be prevented. Between 1 pm and 3 pm and between 10 pm and 6 am (or until 8 pm on Sundays and official holidays) there must be absolutely no noise nuisance from the apartments. Especially playing musical instruments, partying and listening to music at high volume is to be avoided. More details on this can be found in the house rules.

- 4.3.11 To the extent necessary, BonnCC or an

authorized representative may enter the apartment for cleaning purposes and to exchange the linen and towels; in addition, BonnCC may enter the apartment to read the meters, for routine check-ups and for maintenance and repair and other necessary functions, provided that the customer has been informed in good time.

5. Additional Nongratis Services and Deliveries Provided by BonnCC

5.1 Additional nongratis services and deliveries provided by BonnCC shall be invoiced to the customer according to the price list in effect. The customer shall place call-off orders for services or deliveries at least three days in advance and inform BonnCC if and how often this service or delivery will be requested.

5.2 Customers may use coin-operated washing machines and dryers in the basement of the building. The customers shall operate these machines at their own peril and risk. The machines shall be treated with utmost care.

6. Sales Tax Handling / Duration of Lease

6.1 BonnCC shall assume that the services provided by BonnCC are subject to VAT; if this is not the case, BonnCC waives the tax privilege – as far as legally permitted – and opts for a sales tax in line with Art. 9 of the VAT Act. The contracting parties agree that the lease of an apartment is about an entrepreneur temporarily renting a facility to accommodate strangers, which means that the stipulations according to Art. 12, para 2, no. 11 and of Art. 4, no. 12, sentence 2 of the VAT Act are adhered to, thus, accommodation contracts shall be exclusively concluded in line with the Federal VAT Act.

BonnCC points out that the rooms offered are never rented out permanently and, therefore, never for a regular stay along the lines of Art. 8 and 9 of the general tax code (cf. no. 3.2). The customer shall not demand such service or misuse the service provided in this way.

6.2 As far as the ordering party concludes this contract for a third party, i.e. for the customer, the ordering party shall make sure that the customer checking into the apartment is informed about these

requirements, respects them and takes up measures accordingly.

6.3 BonnCC shall be entitled to demand suitable evidence of the customer's domicile and usual residence and to put that information on file together with the invoicing documents.

6.4 The contracting parties shall agree in their endeavors to take up the measures required according to current legislation and insights in order to ensure that the above-mentioned rules will be observed.

7. Cancellation (Rescission) by the Customer

7.1 Reservations shall be binding for both contracting parties. Unless otherwise agreed in writing, a cancellation of contract by the customer (rescission) is possible only if the requirements under 7.2 are fulfilled. Cancellations of contract always require a written form.

7.2 If there has been a deadline for a possible cancellation of contract at no charge agreed in writing between BonnCC and the customer, prior to that date the customer may cancel the contract fully or in part, dismissing any of BonnCC's payment or indemnity claims. The customer's right to cancel the contract expires when not exercised before the agreed deadline; the customer's notice of cancellation shall only be effective upon receipt by BonnCC.

7.2.1 The customer may cancel reservations covering a period of 1 to 3 nights up to 2 days before the planned arrival date at no charge. The customer may cancel reservations covering a period of 4 to 9 nights up to 7 days before the planned arrival date at no charge. Cf. 7.3. for a later cancellation or in case customers fail to arrive or depart as scheduled.

Individual cancellation clauses shall be agreed for reservations covering more than 9 nights. The same applies for reservations of more than 9 apartments, irrespective of the number of nights. Cf. 7.3. for a later cancellation or in case customers fail to arrive or depart as scheduled.

7.2.2 The stipulations under 7.2.1 do not apply

for bookings during trade fairs or similar major events taking place in Bonn, provided that the customer had been made aware of this event when carrying out the booking. In such a case, individual cancellation clauses shall apply. Cf. 7.3. for a later cancellation or in case customers fail to arrive or depart as scheduled.

7.2.3 Unless otherwise explicitly agreed, after the rescission period expires in line with 7.2.1 or 7.2.2, a cancellation of contract or failure to arrive or depart as scheduled will be with no charge only if BonnCC agrees to this in writing (change of contract). This rule does not apply if, after weighing the interests of the two parties, it is not reasonable for the customer to keep to the contract or if the customer would be entitled to the right of rescission either by law or by contract.

7.3 Should the customer not cancel the contract in line with 7.2.1 or 7.2.2 in due form and time, or should BonnCC and the customer not sign an agreement according to 7.2.3, BonnCC shall be entitled to a claim for payment of the remuneration owed for lodging and accommodation and all other services and deliveries for the booking period. BonnCC shall allow credit for proceeds from renting the apartments to another customer and any expenditures not made. BonnCC is free to offer a flat rate to recompense for the damage suffered that the customer has to offset. Unless the apartment is rented out to another customer, the customer is obliged to pay 90% of the price agreed by contract for accommodation with or without breakfast. The customer may reserve the right to prove that BonnCC did not suffer any damage or that the damage actually amounts to less than the flat rate payment. BonnCC shall not be obliged to give priority to renting out the apartments not taken by the customer over other apartments that are still available at that point in time.

In case of a partial cancellation by the customer (e.g., by reducing the number of apartments to be rented or by shortening the booking period) BonnCC is entitled to charge a higher price for the duration of the stay and for additional services and deliveries, if the customer would have had to pay a higher price anyway had the customer booked fewer apartments or

less nights from the beginning.

8. Extraordinary Cancellation of Contract by BonnCC and/or the Customer

- 8.1 For both contracting partners, Federal law governs the right to an extraordinary cancellation of contract for cause without notice. For BonnCC, such cause would be, if
- a) deposits or securities according to 3.4 have not been paid as agreed. In case no date had been agreed for such payments, deposits have to be made no later than 14 days before arrival,
 - b) the customer is more than 7 days late with the payment,
 - c) force majeure, a strike or other circumstances that BonnCC is not responsible for make it impossible to keep to the contract,
 - d) the apartment is booked using misleading or wrong data on essential facts, such as the customer's identity or the purpose of the stay,
 - e) unlawfully renting out or subletting or using the apartment as described in 4.3.2,
 - f) BonnCC has well-founded reasons to believe that using the services of BonnCC might jeopardize smooth business operations, safety or the reputation of BonnCC in the general public, while this is not attributable to the domain or the organization of BonnCC,
 - g) the purpose or the reason of the stay is unlawful.

Bonn CC must inform the customer immediately if wanting to resort to the right of extraordinary rescission.

- 8.2 In the above-mentioned cases of rescission by BonnCC, the customer shall not be entitled to compensation for damage. Claims of BonnCC, particularly to compensation of damage and reimbursement of expenses, shall remain unaffected, with 7.3 applying mutatis mutandis.

9. Liability of BonnCC, Statutory Limitation

- 9.1 According to legal provisions, BonnCC is liable for the obligations arising from the contract unless agreed otherwise in these GTC. In areas not typical of BonnCC's business, liability shall be restricted to

deliberate intention and gross negligence.

When customers bring objects into the boarding houses, BonnCC shall be liable for these according to legal provisions, limiting liability to a factor of 100 of the price for accommodation for one day, however, setting a minimum at € 600 and a maximum of € 3,500; for money, securities and valuables the maximum is at € 800 (BonnCC recommends to store these in the locked-up safe of the apartment). The customer's liability claims expire if the customer fails to inform BonnCC immediately after discovering the loss, destruction or damage.

The above-mentioned limitations do not apply when the loss, destruction or damage was caused by BonnCC or relates to objects that BonnCC took into custody or that BonnCC refused to take into custody contrary to Art. 702, para 3 of the Federal Civil Code.

Should the customer wish to bring in money, securities and other valuables amounting in total to more than € 800 or other valuable objects totaling more than € 3,500, a separate agreement on storage of valuables shall be signed with BonnCC.

- 9.2 As far as the customer is offered a parking space in front of the building, possibly in return for payment, this does not constitute a contract of safe custody. BonnCC shall not be liable for loss or damage of parked or shunted cars or their content, provided that BonnCC, its legal representatives or its vicarious agents did not act with deliberate intention or negligence.

- 9.3 BonnCC shall carry out any orders for wake-up calls received and confirmed with utmost care. Unless deliberate intention or negligence on the part of BonnCC, any claims for damages shall be excluded.

Messages, mail and consignments of goods for the guests shall be handled with care. BonnCC shall be in charge of delivery, storage and – if so desired – forwarding against payment. Unless gross negligence or deliberate intention on the part of BonnCC, any claims for damages shall be excluded.

- 9.4 As far as these GTC contain any exemptions from liability, these exemptions shall not apply for damage paid for loss of life, bodily harm and injury or illness, caused by no less than a negligent breach of duty by Bonn CC, its

legal representatives or its vicarious agents. In such a case, the legal provisions shall apply.

- 9.5 With the exception of tortious claims, all claims against BonnCC shall expire within one year at the latest from the scheduled checkout date for the apartment. Tortious claims shall expire with or without knowledge thereof or grossly negligent ignorance within three years from the scheduled checkout date for the apartment. This shall not apply to claims founded on an intentional or grossly negligent breach of duty committed by BonnCC. Liability due to negligent personal injury, bodily harm or damage to health, freedom or sexual self-determination shall remain unaffected, just as compulsory liability under the Product Liability Act.

10. Adjustment Clause

BonnCC shall reserve the right to adjust the agreed terms of contract to changes in legislation.

11. Data Protection

With this clause, the customer shall be duly informed that in line with the Federal Data Protection Act and the Tele Services Data Protection Act, BonnCC will record all inventory data (name, address, period and duration of stay) in electronic form and use electronic data processing for tasks arising from the contract. BonnCC shall be entitled to disclose customer data (e.g. vis-à-vis public authorities), if this is necessary to ensure the operation of the boarding houses.

12. Final Provisions

- 12.1 Changes or amendments to the contract shall require written form. A continuation or renewal of the contract shall require written form; an automatic continuation of contract shall be excluded. Verbal (subsidiary) agreements shall be void by law.

- 12.2 The euro shall be the settlement currency. When dealing with foreign currencies, exchange rate fluctuations and banking fees shall be debited to the account of the party obligated to pay.

- 12.3 Bonn is place of performance and

payment.

12.4 Exclusive place of jurisdiction in any disputes about claims based on the rental contract is in Bonn; for the remaining, Bonn shall also be the exclusive place of jurisdiction for commercial transactions, including check and exchange rate disputes. Unless a contractual party has another general place of jurisdiction in Germany, Bonn shall be the expressly agreed place of exclusive jurisdiction.

12.5 German law shall exclusively be applied, excluding UN sales law and conflict of law stipulations.

12.6 In case any provision in the contract or in these GTC shall be invalid or void, the validity of the remaining provisions shall not in any way be affected or impaired thereby. Such provision shall be replaced by one that is closest to the original intention. Apart from that, German law shall apply.