



Additional Agreement of the Deutsche Telekom Group for the purchase of hotel and conference services for groups > 9 and long-term accommodation (ZV Hotel/Conference)

1. Scope

This Additional Agreement (ZV Hotel/Conference) shall apply to

- the purchase of hotel and conference services (groups > 9)
- long-term accommodation
- purchases made by Deutsche Telekom AG and all companies affiliated with it and
- unless otherwise agreed to in individual contracts.

Affiliate means any entity or person in which Deutsche Telekom AG is able to, directly or indirectly, exert more than 20% of the voting rights. Any other affiliate may be included by mutual consent of the Parties which shall not be unreasonably withheld by the Supplier.

This ZV Hotel/Conference shall apply exclusively. The customer does not recognize any of the contractor's general terms and conditions that are in conflict with the terms and conditions hereunder (unless otherwise expressly recognized in writing). This applies even if the customer accepts the contractor's services without reservation and with prior knowledge of said conflicting terms and conditions.

The contractor is under obligation to devise its business processes so that the contractor's general terms and conditions are not stipulated as the basis of the contract during the initiation of new business activities between both parties.

2. Components of the contract

The following components shall be part of the contract in the order set forth below:

1. Individual contract / release order including service specifications
2. This ZV Hotel/Conference
3. General Terms and Conditions for Purchasing by the Deutsche Telekom Group (AEB); to be viewed at www.telekom.com
4. Supplier Code of Conduct (SCoC)

The version of the documents mentioned above current at the time of the release order will be considered valid.

3. Service scope / service quality

Unless otherwise agreed, the contractor's services shall comprise:

3.1 The contractor's written proposal structured according to the following service contents:



3.1.1 Conference packages

3.1.1.1 Service packages

All conference packages listed under paragraph 3.1.1.2. are made up of the below service packages. Each service package needs to be quoted separately and as well as separately shown on the final invoice.

Conference room charge half-day per person:

- 1 conference room according to number of participants
- Conference room with daylight

Conference room charge full-day per person:

- 1 conference room according to number of participants
- Conference room with daylight

Half-day conference equipment: 1x Screen

- 1x Beamer
- 1x Flipchart
- 2x Pinnboard

Full-day conference equipment: 1x Screen

- 1x Beamer
- 1x Flipchart
- 2x Pinnboard

Conference flat rate beverage half-day (1 break):

- Conference drinks (2 soft drinks and water unlimited)
- coffee/tea during the coffee break

Conference flat rate food half day (1 break):

- fruits and daily varying snacks

Conference flat rate beverage full day (2 breaks):

- Conference drinks (2 soft drinks and water unlimited)
- coffee/tea during the coffee breaks

Conference flat rate food full day (2 breaks):

- fruits and daily varying snacks

Hosting flat rate A – beverage:

- 1 soft drink
- 1 hot beverage after meal

Hosting flat rate A – food:

- lunch or dinner consisting of 3-course menu or buffet

Hosting flat rate B – beverage:

- 1 soft drink each for lunch and dinner
- 1 hot beverage after lunch and dinner

Hosting flat rate B – food:

- lunch and dinner consisting of 3-course menu or buffet



3.1.1.2 Content of conference packages

Flat <u>Half-day rate</u>	Flat <u>Full-day rate</u>	Flat <u>Half-day rate including dinner</u>	Flat <u>Full-day rate including dinner</u>
<i>The half-day rate comprises the following:</i>	<i>The full-day rate comprises the following:</i>	<i>The half-day rate including dinner comprises the following:</i>	<i>The full-day rate including dinner comprises the following:</i>
1 conference room according to number of delegates, with daylight, including the following AV equipment: - 1x screen - 1x beamer - 1x flip chart - 2x pinboard Conference beverages: - 2 soft drinks - unlimited amount of water 1 lunch or dinner: - 3-course menu or buffet - 1 soft drink - 1 hot drink after the meal 1 coffee break: - Coffee/tea - Fruit and daily changing snacks	1 conference room according to number of delegates, with daylight, including the following AV equipment: - 1x screen - 1x beamer - 1x flip chart - 2x pinboard Conference beverages: - 2 soft drinks - unlimited amount of water 1 lunch: - 3-course menu or buffet - 1 soft drink - 1 hot drink after the meal 2 coffee breaks: - Coffee/tea - Fruit and daily changing snacks	1 conference room according to number of delegates, with daylight, including the following AV equipment: - 1x screen - 1x beamer - 1x flip chart - 2x pinboard Conference beverages: - 2 soft drinks - unlimited amount of water 1 lunch: - 3-course menu or buffet - 1 soft drink - 1 hot drink after the meal 1 coffee break: - Coffee/tea - Fruit and daily changing snacks 1 dinner: - 3-course menu or buffet - 1 soft drink - 1 hot drink after the meal	1 conference room according to number of delegates, with daylight, including the following AV equipment: - 1x screen - 1x beamer - 1x flip chart - 2x pinboard Conference beverages: - 2 soft drinks - unlimited amount of water 1 lunch: - 3-course menu or buffet - 1 soft drink - 1 hot drink after the meal 2 coffee breaks: - Coffee/tea - Fruit and daily changing snacks 1 dinner: - 3-course menu or buffet - 1 soft drink - 1 hot drink after the meal

3.1.2 Hotel rooms / single or double incl. breakfast

- No breakdown according to different room categories
- Rates including VAT and WLAN, excluding local culture tax (Kulturförderabgabe) and all other possible positions like sauna or fitness

3.1.3 Conference and group meeting rooms

3.2 The customer may arrange to have room quotas held for him by separate request.

The agreed quotas of rooms held for the customer will expire without payment obligations on the part of the customer to the extent the customer has not made use of such quotas two weeks prior to the specified date.



3.3 Long-term accommodation

The expression long-term accommodation refers to a reservation for an employee for more than four consecutive nights in a single room or an apartment. Tradeshow bookings are excluded.

4. Prices and terms of payment

- The prices agreed as described in type and scope in items 3. shall apply. The prices can be found in the relevant written proposal of the contractor and the proposal confirmation by the customer.
- All prices are quoted inclusive of VAT.
- The customer will not make any advance payments.
- No commission fee shall be payable for parties to the framework contract.
- Payment must be made within 30 days after the customer has received a verifiable invoice from the contractor.

5. Customer's duty to cooperate

As far as possible, the customer will provide the contractor with the current number of participants and their names 7 calendar days before the event starts (in consideration of any cancelations that may have been made pursuant to item 6).

6. Cancellation

6.1 Cancellations of long-term accommodation (see definition in 3.3)

- Bookings that are regarded as long-term accommodation may be canceled free of charge until 24 hours prior to arrival
- A cancellation during the booked period is possible free of charge with a notice period of 24 hours
- The accommodation period may be extended during the booked period; however the service provider will only be able to guarantee the room for the extended period if the request for the extended stay is announced one week in advance.

6.2 Cancellation of rooms (Fixes bookings and Call-in Allotment) / conference rooms in the conference and group travel business

- The customer has the right to cancel rooms incl. breakfast at no charge (100%) as follows:

Cancellation by the customer	0-13 days prior to the overnight stay (up to 12:00 noon of the day of arrival)	14-27 days prior to the overnight stay	28-41 days prior to the overnight stay	42-55days prior to the overnight stay	>55 days prior to the overnight stay
Up to 20 rooms per night	5 rooms	50 % of the rooms booked	100 % of the rooms booked		
Up to 50 rooms per night	5 rooms	25 % of the rooms booked	50 % of the rooms booked	100 % of the rooms booked	
More than 50 rooms per night	9 rooms	20 % of the rooms booked	25 % of the rooms booked	50 % of the rooms booked	100 % of the rooms booked



- Rooms that are canceled outside of the free of charge cancellation policy may only be charged at 80% of the overnight price/lodging price.
- For reservations made the basis of the number of retrieved room in case of cancellation of the entire contingent. At Individual Reversal within the quota applies to the agreement reached with the individual guest control.
- For groups of up to and including 9 persons is cancellation of accommodation until 6 p.m. shall free of the day of arrival, and any other conditions that are customary in the private travel business shall also apply to such groups.
- In addition, the customer may cancel free of charge (100 %) services provided by the contractor to the extent that these are not already covered by the foregoing provision.

6.2.2 Conference packages/ Group meeting and conference rooms

- Cancellations of day rates, additional group meeting and conference rooms (regardless of the group size) will be subject to the following table (the percentages show which number of day rates or group meeting and conference rooms can still be cancelled free of charge in the respective time frame).

Cancellation by the customer	1 - 6 days	7-13 days prior to start of the event	14-27 days prior to start of the event	>27 days prior to start of the event
Conference packages per meeting day	25 %	50 %	80 %	100 %
Additional F&B (Food&Beverage) per meeting day				
Additional extern rented technical equipment				
Conference room/Group meeting room not included in the day rate, per meeting day				

6.3 Any other claims for compensation, damages or reimbursement of expenses on the part of the contractor, regardless of legal grounds, are excluded.

6.4 The cancellation fees listed in 6.1 and 6.2 will not apply if the canceled rooms can be used for other purposes.

The contractor is under the obligation to do everything in its power to find another customer for the canceled service. The contractor will inform the customer if and under what conditions a canceled reservation has been offered to or booked by another customer.

For no shows, that is, a non-utilization of services booked without prior cancellation statement (no-show), the parties agree as follows:

- The client is entitled to deduct a lump sum saved from the price agreed expenses in the amount of at least 20%;
- the principal evidence should assert that the contractor has greater benefits, the contractor is obliged to inform and detailed explanation of the circumstances.



7. Invoice

The contractor will generate a total invoice in accordance with the items listed in the proposal and/or contract.

8. Liability

Under the continued validity of §§ 701 et seq. of the German Civil Code (BGB), the contractor releases the customer from all claims that may arise from holding a conference or in regard to accommodation and that are within the hotel's/contractor's sphere of responsibility. This particularly applies to deficient services and any infringement of the legal obligation to maintain safety on the premises by the contractor.

9. Deficient services

The contractor must immediately remedy any deficient services reported by the customer or immediately provide an intact replacement service.

If significant defects in the service are not remedied or replaced immediately, the customer may cancel the contract due to extraordinary circumstances upon meeting the legal prerequisites.