

General Terms and Conditions

1. Email/Fax Requests for Facts and Data

The transmission of an "email/fax request" to Tech Gate Vienna is obligatory for the lessee/event organiser. Cancellations, additions, or changes to the email/fax request must be communicated in writing and must be approved by Tech Gate Vienna separately in writing. Otherwise, they are considered to be ineffective and not binding. If the email/fax request does not fully indicate the specific event requirements, this cannot be interpreted to the detriment of Tech Gate Vienna. After transmitting the email/fax request and receiving an offer from Tech Gate Vienna, the lessee/event organiser automatically declares that it accepts in full the General Terms and Conditions and the Site Rules as a component of the contract. Conflicting terms and conditions of the lessee/event organiser do not form part of the contract. The General Terms and Conditions also apply to ancillary services and additional requests, such as assembly and disassembly of installations, furnishings, renting of technical equipment, special arrangements, and the like.

2. Leasing of Facilities

Once the event organiser/lessee gives its consent/declaration to Tech Gate Vienna by email/fax accepting the submitted offer in full, a lease comes into effect.

3. Withdrawal of Reservation/Notification

In the event of cancellation (withdrawal) of the lease order for conference or event space, including any ancillary services, the lessee/event organiser must pay the owner Tech Gate Vienna cancellation fees, as follows: No cancellation fee is charged for cancellations received three months or more prior to the date of the event. A cancellation fee of 25% of the agreed rent is charged for cancellations received less than three months up to two months prior to the date of the event. A cancellation fee of 50% of the agreed rent is charged for cancellations received less than two months up to one month prior to the date of the event. A cancellation fee of 100% of the agreed rent is charged for cancellations received less than one month prior to the date of the event. In all cases, taxes, charges, miscellaneous ancillary costs, and any costs incurred for ordered technical or other services will be added to the cancellation fee. The cancellation fee plus such additional payments are due in accordance with the cancellation invoice.

4. Invoicing and Payment Terms

After the event is concluded, the lessee/event organiser receives an invoice, payment of which must be remitted in full without deduction and credited to the account not later than two weeks after receipt of invoice. The lessee/event organiser is obligated to pay all costs for ancillary services at the time of invoicing, whereby Tech Gate Vienna is also entitled to demand pre-payment for such services. In any case, an invoice may stipulate different payment terms and dates, which are binding on the lessee/event organiser. Timely payment of invoices and any flat-rate registration fee, as well as settlement of any open claims from prior events, constitute prerequisites to the leasing of the space. Objections to the invoice must be raised within seven days of receipt. After this date, the invoice is deemed approved; objections received subsequently are ineffective. In the event of default in payment, it is agreed that 12% interest p.a. is to be charged, beginning on the due date, plus EUR 8.00 plus VAT for each written default notice. The lessee/event organiser is obligated to reimburse

Tech Gate Vienna for costs incurred for default notices and payment collection, whereby in this case it is agreed that the maximum rates under BGBl. No. 141/1996 or other ordinance replacing same are applicable, regardless of whether the default procedure is carried out by the owner itself or by a third-party company. The foregoing does not affect litigation, procedural, and enforcement costs set or to be set by the courts. Expenses related to default notices and payment collection that are billed to the event organiser by third parties are likewise for the account of the lessee/event organiser. If the lessee/event organiser has counterclaims, it is not entitled to retain payment of due invoices or to refuse payment of same or to set off such counterclaims against such invoices.

5. Taxes, Fees, and Charges

All taxes, fees, and charges, in particular, value-added tax, is for the account of the lessee/event organiser. All listed prices are net prices.

6. Force Majeure, Material Reasons

If the event is unable to be held due to force majeure, strikes, political events, or other reasons, the lessee/event organiser may not claim damages of any kind against Tech Gate Vienna, unless the reason the event was unable to be held is attributable to intentional or grossly negligent acts on the part of Tech Gate Vienna. The owner must give the lessee/event organiser timely notice, using the provided contact information, of the inability to hold the event. If disassembly times are exceeded, the owner Tech Gate Vienna is entitled to have the space cleared of set-up materials and to store same at the expense and risk of the lessee/event organiser. Following disassembly, the space must be restored to its original condition. Damages caused by improper use must be reimbursed by the lessee/event organiser.

7. Liability and Damages

The owner Tech Gate Vienna assumes no liability for theft of, loss of, or damage to, goods and wardrobe brought in or left by the lessee/event organiser or third parties. The owner Tech Gate Vienna is not obligated to obtain any sort of insurance. It is recommended that the lessee/event organiser obtain suitable insurance. For its part, the lessee/event organiser is liable for any injuries to persons or damages to items caused by it, by its employees, by its contract partners, by persons taking part in its event who are located in the facilities during the period of the lease/event or in connection with before or after the lease/event, or by objects or equipment brought in by it or by third parties (participants/contributors). The owner Tech Gate Vienna is to be indemnified and held harmless with respect to all of its detriments. During assembly and disassembly, every lessee/event organiser must exercise increased care for the security of its goods. Valuable and easily moved objects must be removed during periods when Tech Gate Vienna is not open for business (in particular, at night/on weekends and holidays) and stored by the lessee/event organiser itself at its own risk. Tech Gate Vienna/the conference-room service is not liable for damages to assets, impairments to health, or other damages of any kind that are incurred in connection with the preparation, holding, or closing down of an event itself or are suffered by the event organiser/lessee, its participants/contributors/employees or third parties for whatever reason. This exclusion of liability is also applicable if damages are caused by defects in the buildings or facilities of the owner Tech Gate Vienna. The owner Tech Gate Vienna is liable only if damages are intentionally caused by it or its people. The party suffering the damages must prove that this precondition was met. The lessee/event organiser must give owner Tech Gate Vienna immediate written notice of any claims. Otherwise, they are deemed forfeited. No liability is

assumed for erroneous listings on the event organiser page of the Tech Gate Vienna website (printing mistakes, form mistakes, erroneous placement, failure to list, etc.). The owner Tech Gate Vienna does not accept deliveries addressed to the lessee/event organiser and is not liable for any loss or for incorrect or delayed delivery.

8. Publicity by the Lessee/Event Organiser at the Event Location

Audio, visual, and printed publicity materials at the place of the event require the express written consent of the owner Tech Gate Vienna. In this regard, the lessee/event organiser must pay particular attention to evacuation routes. Granted authorisation may be withdrawn in particular in the event that safety provisions are violated. Banners, company signage, advertising labels, and other publicity materials may not be placed or distributed outside the building on the Tech Gate property.

9. Special Events, Performances

All types of special events and performances require the written consent of the owner Tech Gate Vienna. Even if it has previously given permission, the owner is entitled to limit or forbid performances that give rise to noise, dirt, dust, fumes, and the like or that otherwise interfere with the orderly holding of events or with other operations or persons at the Tech Gate facility.

10. Filming and Photographing

The owner Tech Gate Vienna has the right to photograph and film on the event grounds and to use images for its own or general publications. In this regard, the lessee/event organiser waives all legal objections, in particular, under industrial property rights, copyright and the Act against Unfair Competition (*Gesetz gegen den unlauteren Wettbewerb*, UWG). The lessee/event organiser is permitted to film, take photographs, make recordings, or otherwise document activities, or to arrange for same, during the course of the event.

11. Right of Lien

With respect to all open claims of the owner against the lessee/event organiser, the owner Tech Gate Vienna has a contractual and statutory right of lien regarding objects and equipment brought in by the lessee/event organiser. Court proceedings need not be initiated in order to exercise this right of lien. In the event use is made of this right of lien, the objects and equipment brought in will be removed and stored without prior notice at the expense and risk of the lessee/event organiser. The owner Tech Gate Vienna is entitled to sell such objects at customary market prices (terms) and to offset the proceeds against open claims.

12. Breach of Lease Conditions, Violation of Law

The lessee/event organiser must strictly comply with the lease conditions, including the references, conditions, rules, and statutory requirements set forth in this document, as well as with relevant statutory provisions and regulatory requirements governing events. In particular, compliance is required with respect to all safety provisions/measures vis-à-vis third parties (e.g. events on the terrace area), fire-protection provisions, all commercial and local law-enforcement provisions, and the Site Rules. The lessee/event organiser must implement immediately and at its own expense all actions required by representatives of administrative authorities relating to events, without any claim to reimbursement from the owner Tech Gate

Vienna. Failure to comply with and/or breaches of the lease agreement, the event agreement, contractual arrangements, or the Site Rules, as well as violation of statutory provisions or regulatory requirements (directives) entitle the owner Tech Gate Vienna to close the event, to arrange for the immediate disassembly of event-related facilities and/or to clear the space without resorting to the courts.

13. Data Protection

The lessee/event organiser gives its express consent to the automated processing of its personal data disclosed to the owner Tech Gate Vienna and to the use of same in accordance with statutory provisions by the owner Tech Gate Vienna and its affiliated companies for the purposes of direct marketing. The lessee/event organiser consents to the mailing of materials for publicity purposes.

14. Written Form, Customary Right

Amendments, additions, and supplements must be made in writing. The same applies to the waiver of written form. Oral side agreements are ineffective. The lessee/event organiser may not derive any rights whatsoever from prior events or agreements.

15. General Provisions, Place of Jurisdiction, Place of Performance

Austrian law is solely applicable, other than conflict-of-law rules. Place of jurisdiction and place of performance for both parties is Vienna. The invalidity of one or more provisions does not affect the validity of the remaining provisions. This does not result in the agreement being dissolved.