

Annex 2
General Terms and Conditions applicable to the
«Lease Agreement for Event, Meeting and Seminar Rooms in the
MC Main Campus Meeting Center»

1. Contractual object

1.1 These General Terms and Conditions (the “GTC”) shall apply to lease agreements concerning the provision of event, meeting and seminar rooms in the MC Main Campus Meeting Center in Allschwil (the “Lease Agreement”) for the purpose of holding seminars, conventions, meetings, banquets, parties etc.

1.2 The General Terms and Conditions applicable upon the conclusion of the Lease Agreement shall be exclusively applicable. All declarations and/or confirmations referred to in these General Terms and Conditions shall only be valid if they are given in **writing (including by electronic signature such as e.g. DocuSign / Adobe Sign, although excluding email)**.

1.3 Contractual amendments shall only take effect after they have been confirmed in writing. Any unilateral amendments and/or supplements to the Lease Agreement (including the GTC) made by the Lessee shall be invalid.

1.4 Any definitions or defined terms contained in the Lease Agreement shall also apply to these GTC.

1.5 These GTC do not use female pronouns (she, her etc.) and use male pronouns instead (he, him etc.) as catch-all terms.

2. Conclusion of a contract, handover and return of event rooms

2.1 The lease shall be concluded by the signature of the Lease Agreement by the Lessee and the Lessor. These GTC and the other annexes to the Lease Agreement shall constitute integral parts of the Lease Agreement.

2.2 The Lessor shall hand over the Leased Property referred to in the Lease Agreement to the Lessee on the rental / event date in proper working order and in clean condition (along with key(s), badge(s) or access code). The rental period during which the Leased Property can be used may only be extended with the written approval of the Lessor.

2.3 The Lessee is obliged to return the event rooms, equipment, inventory items, furniture (along with key(s) or badge(s)) to the Lessor at the end of the rental or event period in their original condition, in proper working order and undamaged. The Lessor reserves the right to document the handover or acceptance of the Leased Property in the form of a report.

2.4 The Leased Property shall be used in such a manner as not to interfere with the other lessees of event rooms and the Switzerland Innovation Park Basel Area Main Campus and the utmost consideration shall be given to the other lessees.

3. Services provided by the Lessor

3.1 The rental payments under the Lease Agreement include ordinary cleaning. No cleaning is carried out during the day, and hence the Lessee himself should ensure that the rooms are kept in proper order. In the event that the Leased Property is left unusually dirty by the Lessee and/or his participants, the Lessor may also charge the additional cleaning costs to the Lessee.

3.2 Coffee and water are included in the rent. They shall be collected by the Lessee and/or his participants on a self-service basis from the designated areas.

3.3 Meals and catering may be arranged by the Lessor by prior agreement. A contract to this effect shall be concluded directly between the Lessee and the third party (catering provider) and the Lessor does not accept any liability for the food, drinks and services provided by the third party, even if it was introduced by the Lessor.

3.4 The Lessee is also obliged to pay for any services received from the Lessor by him and/or his clients, event participants, employees, advisors and/or any other third parties in relation to the intended purpose of the event (“Participants”) in addition to the rent payable under the Lease Agreement. The Lessee shall be jointly and severally liable towards for Lessor for any such services, even if they were requested by Participants.

4. Payment arrangements and advance payment

4.1 The Lessee shall receive an invoice from the Lessor after the date of the rental / event for the amount owed as rent (including VAT) along with any additional services received from the Lessor. After the invoice has been received, the amount owed shall be paid within 10 working days into the Lessor's bank account specified in the Lease Agreement.

4.2 The Lessor shall be entitled to request a reasonable advance payment at any time. The amount of the advance payment and the payment term shall be agreed upon in writing in the Lease Agreement.

4.3 In the event of any cancellation, the advance payment agreed upon shall be charged as a cancellation fee in accordance with the cancellation terms set forth below in clause 5.4. The advance payment shall be reimbursed in accordance with clause 5.4 in the event that the contract is terminated in good time at least 30 days before the rental / event date.

5. Termination / cancellation terms

5.1 The tenancy relationship shall be limited to the rental / event period specified in the Lease Agreement (start of rental period / end of rental period) and shall end upon expiry of this period without any requirement for termination (Article 255(2) of the Swiss Code of Obligations [OR]).

5.2 The Lessor shall be entitled to terminate the Lease Agreement extraordinarily without notice by unilateral declaration if there are justified grounds for doing so (including before the rental / event date). Should this occur, no compensation shall be owed by the Lessor. The following in particular shall constitute justified grounds:

- a.) force majeure event or any other circumstances for which the Lessor is not at fault, which make the fulfilment of the Lease Agreement impossible, including in particular any closures of event, meeting or seminar rooms in the MC Main Campus Meeting Center that are necessary due to operational or legal requirements;
- b.) events that were booked using misleading or false information pertaining to material aspects of the contract (e.g. the particulars of the Lessee and/or the intended purpose or occupancy) and/or if the purpose or holding of the event is unlawful; and
- c.) if the Lessor has justified reason to assume that the purpose of the event might impair the seamless conduct of business and/or security or other lessees or the reputation of the Lessor.

5.3 If an advance payment agreed upon that is requested in accordance with clause 4.2 is not made on time, the Lessor shall also be entitled to terminate the Lease Agreement unilaterally without notice (including before the rental / event date). In addition, the Lessor may terminate the Lease Agreement unilaterally without notice should it become aware of any circumstances indicating that the financial circumstances of the Lessee have deteriorated significantly following the conclusion of the contract, and in particular if the Lessee fails to pay any amounts due to the Lessor, with the result that the Lessor's rights to payment appear to be in jeopardy. No compensation shall be owed by the Lessor under either scenario falling under this clause (5.3).

5.4 As a general rule, the Lessee may not withdraw from the contract following the signature of the Lease Agreement and shall pay the gross rent agreed upon, including VAT, in full in accordance with the Lease Agreement. Under exceptional circumstances, the Lessee may withdraw from the contract before the rental / event date by a written declaration of cancellation in accordance with the terms set forth below. In order for this to occur, return confirmation from the Lessor shall be required. In the event that a legally valid declaration of withdrawal from the contract is given in accordance with this clause (5.4), the Lessor may charge the following cancellation fees ("**Compensation**") to the Lessee (the Compensation payable shall be calculated with reference to the time when the written declaration of withdrawal from the Lessee is received by the Lessor):

- a.) withdrawal 0-7 days before the rental / event date: 100% of the agreed gross rent including VAT;
- b.) withdrawal 8-14 days before the rental / event date: 75% of the agreed gross rent including VAT;
- c.) withdrawal 15-21 days before the rental / event date: 100% of the agreed gross rent including VAT;
- d.) withdrawal 22-30 days before the rental / event date: 25% of the agreed gross rent including VAT.

No Compensation shall be charged by the Lessor in the event of valid withdrawal from the contract in accordance with this clause (5.4) at least 30 days before the rental / event date. Conversely, if the Lessee did not validly withdraw from the contract in accordance with this clause (5.4), the Lessor may charge the Lessee for the full amount of the gross rent agreed upon, including VAT, even if the Lessee did not use the event room.

6. Duties of the Lessee

6.1 In signing the Lease Agreement, the Lessee confirms that he is not acting on behalf of another organiser and that he is planning and will hold the event himself. The Lessee further confirms that liability insurance has been concluded to cover any losses caused by him and/or his Participants.

6.2 The Lessee shall not be entitled to make the Leased Property available to any third party. Subletting of the Leased Property pursuant to Article 262 OR is prohibited.

6.3 The Lessor may carry out inspections of the Leased Property at any time and the Lessee shall allow the Lessor to access the Leased Property at any time.

6.4 The Lessee shall ensure that the event is held in an orderly manner. He shall bear all risk in relation to the event, including preparation and follow-up. He shall be responsible for security at the event and for compliance with all relevant provisions and official requirements. The Lessee shall comply with statutory provisions on youth protection and shall bear liability for any instance of non-compliance.

6.5 Any official licences, conditions and/or approvals required for the event shall be obtained or respectively satisfied by the Lessee in good time and at its own cost and shall be documented to the Lessee upon request in good time before the start of the rental period / event. He shall be responsible for compliance with all public law requirements and/or any other provisions, including in particular compliance with the rules on noise control and youth protection as well as the payment of SUISA copyright charges, and shall bear liability for compliance with any such requirements.

6.6 The Lessee shall ensure that the number of people permitted for the Leased Property is not exceeded. The Lessee shall bear liability for all resulting losses in the event that it is exceeded.

7. Technical equipment

7.1 Any hardware, software or other technical equipment contained in the Leased Property must be treated with care. The Lessee is in particular obliged to refrain from downloading or copying software, transferring files of any type onto the internet or onto external media and consulting or downloading any unlawful content. All misuse is prohibited and the Lessee shall be charged for any damage.

7.2 The Lessee may only connect his own electronic devices to the Lessor's electricity supply with the written approval of the Lessor. The Lessee shall bear responsibility in full for any faults arising as a result of the usage of such devices and/or any damage to the equipment of the Lessor.

8. Liability and contract law

8.1 Any items brought on to the premises (including in particular valuables, technical equipment, display material, decorations, cloakroom items, etc.) shall remain in the Leased Property or in other freely accessible areas at the risk of the Lessee and/or the Participants. The Lessor shall not incur any liability for personal injury / damage to property as well as the loss of and/or damage to any such items brought on to the premises. Unless required otherwise by law, the Lessor shall not incur any liability for minor or moderate negligence and the liability of the Lessor shall be limited to losses caused through wilful action or gross negligence. In addition, the Lessor shall not bear any liability for its auxiliary agents in accordance with Article 101(2) OR.

8.2 The Lessee shall bear liability in full towards the Lessor and towards any third parties on a joint and several basis, irrespective of fault, for all damage to property and/or damage to the buildings, the Leased Property, equipment, furniture and/or inventory items as well as for all personal injury caused by the Lessee himself and/or by any Participant. In particular, he shall bear liability for any damage caused to any devices and technical equipment in the rented rooms arising due to carelessness or improper use. The Lessee is obliged to report any such damage to the Lessor without undue delay. The Lessee shall be charged for any damage.

8.3 Any decorations brought on to the premises must comply with fire safety requirements. The Lessor shall be entitled to require the presentation of official certification to this effect. If no such proof is furnished, the Lessor shall be entitled to remove, at the cost of the Lessee, any decorations brought on to the premises or to prohibit them from being affixed. The display and affixing of any decorations must be agreed upon in advance with the Lessor.

8.4 Any display materials, decorations and/or other items brought on to the premises must be removed without undue delay after the end of the rental / event period. If the Lessee fails to remove them, the Lessor may arrange for them to be removed and stored at the cost of the Lessee. If any items are left behind in the event room, the Lessor may charge a reasonable usage fee to the Lessee for the period during which they remain there. This calculation shall be based on 150% of the gross rent (including VAT) for the Leased Property arising for the period of time during which the room cannot be used, in addition to any additional damages and/or administrative costs.

8.5 Any other items left behind by the Lessee shall only be sent on to the Lessee upon request by the latter, and at its risk and cost. The Lessor shall store any items that are recognisably of value for three months, after which they shall be handed over to the local lost property office. The costs of storage shall be borne by the Lessee. The Lessor reserves the right to destroy at the cost of the Lessee any items left behind that are not recognisably of value.

8.6 Any packaging material accumulating in relation to deliveries to the event by the Lessee and/or any Participants must be disposed of without undue delay by the Lessee either before or after the event. If the Lessee leaves any such material behind, the Lessor shall be entitled to dispose of it at the cost of the Lessee.

9. Data protection

The Lessor shall be entitled to store, alter and/or transmit the Lessee's registration data (including his full name, plate of birth, place of residence, telephone number and email address) for the purpose of achieving the purpose of the Lease Agreement. The Lessor draws the Lessee's attention to the fact that personal data may be stored for the purpose of the performance of the contract. In consenting to these GTC, the Lessee acknowledges that the data collected may be processed and used by the Lessor. The Lessee may object to the usage of his data at any time and request their erasure.

10. Additional terms

10.1 Should any individual terms of these GTC be or become invalid or void, this shall not affect the validity of the Lease Agreement or the remaining provisions of the GTC. Statutory provisions shall be applicable in addition.

10.2 Any adverts made in the media (for instance newspaper, radio, television, internet) that refer to events at the MC Main Campus Meeting Center, either with or without the unaltered logo, must be approved in advance by the Lessor.

10.3 Smoking is prohibited throughout the entire Leased Property and on the Switzerland Innovation Park Basel Area Main Campus and is only permitted at the designated locations.

10.4 The Leased Property respectively the leased event room must be kept locked throughout the duration of the event.

10.5 The Lessor has chosen to opt in to VAT by stating VAT as part of the rental charge. VAT shall be specified according to law.

11. Jurisdiction / applicable law

The Parties agree that the competent courts at the location of the property shall have jurisdiction. This GTC and the Lease Agreement shall be governed by Swiss law, excluding the provisions of private international law.