

Conditions for the Purchase of hotel and conference services (HTL) of RWE 06/2023

1. Scope / conclusion of contract

Reservations by an RWE-company - hereinafter referred to as "Client" - at a hotel, an event location or a service provider - hereinafter referred to as "Contractor" - are subject to this HTL and the additional conditions specified in the individual order/reservation contract - hereinafter referred to uniformly as "Reservation Contract" - if applicable. Subject of the reservation contract is the provision of hotel rooms for accommodation (individual, group and event bookings) as well as event rooms of hotels for holding events such as conferences, banquets, seminars, exhibitions and presentations etc. and all other related services of the contractor.

The Contractor makes an offer ("Optional Reservation") using an electronic internet booking platform if necessary. The Optional Reservation is binding for the Contractor for the duration of the option period. Cancellation of the optional reservation can only be made in writing with three (3) working days' notice. The Reservation Contract is concluded when the Client agrees to the Optional Reservation. Consent shall be given if the electronic booking platform is used in the electronically generated Reservation Contract.

When the event is held on site, the general terms and conditions of the Contractor shall apply subsequent in the order of precedence to this HTL, unless otherwise stipulated in this HTL. Other deviating terms and conditions of the Contractor shall not become part of the contract even if the Client does not expressly dissent to them in individual cases or accepts the services. All confirmations of the Contractor with reference to his terms and conditions are hereby rejected.

2. Compliance with laws

The Client and the Contractor hereby agree to comply with all laws, rules, regulations and conventions applicable to this Agreement and to their own activities, in particular with competition and anti-trust, anti-money laundering and anti-corruption/anti-bribery legislations as well as foreign trade law, export control and sanction laws. The Client and the Contractor act with honesty, loyalty, integrity and good faith, avoiding conflicts of interest under this Agreement.

3. Code of Conduct

The Client and the RWE Group are committed to the RWE Code of Conduct set out at: <https://www.group.rwe/en/the-group/compliance/code-of-conduct/>.

The Client expects the Contractor to accept the Principles of Conduct contained in the RWE Code of Conduct as a basis for the cooperation between the Contractor and the Client.

The Client also expects the Contractor to commit to support and implement (and that the Contractor will procure that its staff support and implement) the principles on human rights, labour relations, environmental protection and combating of corruption which are established within the framework of the United Nations Global Compact Initiative (www.unglobalcompact.org).

4. Combating corruption

The Contractor undertakes not to give or receive, offer or ask for, directly or indirectly, to anyone, any payment or benefit that constitutes undue financial or other advantage of any kind.

The Contractor complies with all applicable law relating to anti-bribery and anti-corruption and the Contractor ensures that neither the Contractor nor the Contractor's staff engage in any activity, practice or conduct which constitutes an offence under such applicable law.

The Contractor indemnifies the Client and RWE Group against all loss incurred or suffered by the Client and/or RWE Group as a result of a breach by the Contractor or the Contractor's staff of this condition.

Any breach of this condition is a material breach and the Client may terminate this contract for Contractor default.

5. Sanctions

"Sanctions" means any economic or financial sanctions, import or export control regimes or trade embargoes implemented, administered, or enforced by the European Union (EU), its member states or the United Nations Security Council.

"Sanctions" also means any economic or financial sanctions, import or export control regimes or trade embargoes implemented, administered, or enforced by the United States of America or the United Kingdom, unless this constitutes a violation of any applicable blocking law, or compliance with such Sanctions constitutes a violation of any applicable blocking law.

The Contractor warrants that neither the Contractor, nor any of the Contractor's Group companies nor, to the best of the Contractor's knowledge, any legal representative of the Contractor or any of the Contractor's Group companies is:

- a) a person against whom sanctions have been imposed,
- b) owned or controlled by a person against whom sanctions have been imposed,
- c) located in or has been registered in or has its registered office in, a country or territory against which sanctions applicable to itself or its Government have been imposed (currently including, but not limited to Cuba, Iran, North Korea, Syria, Crimea and the so-called Donetsk and Luhansk People's Republics).

The Contractor complies with all sanctions and export control requirements applicable to it and its business activities as far as actions in connection with this contract are concerned.

The Contractor does not sell, supply or transfer items received from the Client to third parties if this results in the Contractor or the Client violating any applicable sanctions or export control regulations.

The Contractor does not act or omit to act so as to result in the Client violating any applicable sanctions or export control regulations.

The Contractor immediately informs the Client in writing if the Contractor becomes aware of any event or matter which may result in a violation of applicable sanctions or export control regulations by the Contractor or the Client relating to this contract.

The Contractor indemnifies the Client and the RWE Group against all loss incurred or suffered by the Client and/or the RWE Group as a result of a breach by the Contractor or the Contractor's staff of this condition.

Any breach of this condition is a material breach and the Client may terminate this contract for Contractor default.

6. Human Rights

The Client explicitly refers to RWE's Human Rights Supplier Contract Appendix which applies within the RWE Group and can be consulted under <https://www.rwe.com/en/products-and-services/supplier-portal/general-conditions>.

The Client expects the Contractor to, and the Contractor agrees thereto, explicitly accept and comply with the principles and all obligations contained therein at all times and, in particular, to commit itself to support and implement the principles on human rights, labour relations and environmental protection as stipulated therein in its own business area and towards its own supply chain.

In order to further assess and determine the risk for human rights, labour relations and environmental protection associated with the supply chain, the Client may submit, [initially and] on a frequent or ad hoc basis, and the Contractor will reply to in due course, a questionnaire regarding typical risk areas and preventive and remedial actions having been taken and/or are required within the business area of the Contractor.

The Contractor is further obliged to inform the Client in due time of any incident, violation of or increased risk to violate any human rights principle affecting the Client in its supply chain with the Contractor.

The Client shall be entitled to carry out audits to determine whether the Contractor or any sub-supplier has lived up to its obligations under the Human Rights Supplier Contract Appendix by requesting information, documentary evidence or by conducting on-site inspections, as laid out in the Human Rights Supplier Contract Appendix in more detail.

If the Contractor evidently fails to fulfil any of the principles and refuses to implement the necessary preventive or remedial measures according to the Human Rights Supplier Contract Appendix, the Client reserves, in addition to other remedies which may be available, the right to extraordinary terminate the contract with the Contractor.

In case the Client is held legally liable for a violation of applicable legal requirements under the Lieferkettensorgfaltspflichtengesetz (LkSG) which is attributable to wilful or negligent misconduct of the Contractor, in particular by not observing the obligations arising under the Human Rights Supplier Contract Appendix, the Client will pass on any fine imposed on it as damage claim under this supply contract.

7. Applicable Regulations

In the event of contradictions, the following sequence shall apply:

- a) the regulations of the individual order together with service description and possible supplements
- b) if applicable, a framework agreement and annexes,

- c) the regulations of these conditions in the version valid at the time of conclusion of the contract,
- d) the general terms and conditions of purchase and payment of RWE (EZB)
- e) if the event is held on site, the general terms and conditions of the Contractor.

8. Prices

The prices agreed in prior framework agreements with the Client apply, otherwise the prices specified in the Reservation Contract. If there is a cheaper overnight rate or conference special with a Contractor at the time of booking, this must be offered directly ("Best Rate Guarantee").

The agreed prices include service charge and the respective statutory value added tax at the time of conclusion of the contract. Should the value added tax increase after conclusion of the contract, the Contractor is entitled to adjust the prices accordingly within the scope of the value added tax increase. The price change must be agreed in advance in writing with the Client as a contract change. Price increases for other reasons will not be accepted.

Prices agreed in a framework agreement with Preferred Partner Hotels do not include an agency commission. Contractors who have not concluded a framework agreement with the Client calculate their prices including the usual agency commission, which is between 8% and 10% for accommodation services and between 5% and 10% for conference services.

The calculation of the food conversion takes place after the formula: Menu price x number of participants. If no price has been agreed for a menu, the cheapest 3-course menu of the valid event offer will be used as a basis.

9. Deposit / Accounting

There is no obligation for the Client to make Deposit Payments.

The payment modalities as well as the accounting details regarding accommodation costs, conference flat rates etc. are specified in the Reservation Contract.

The invoice must meet the requirements of §§ 14 (Ausstellung von Rechnungen), 14 a (Zusätzliche Pflichten bei der Ausstellung von Rechnungen in besonderen Fällen) UStG. No separate confirmation of assumption of costs will be sent to the Contractor.

In exceptional cases, insofar as this has been expressly agreed in the Reservation Contract, the Client may deposit a credit card to confirm the booking.

The cancellation conditions according to clause 13 apply and the resulting payments will be made after the invoice has been issued. If the rooms are booked by third parties, the cancellation invoice to the Client is reduced accordingly. If it is not possible to pass on the room, only the pure accommodation price may be charged.

If a framework agreement exists, the terms of payment agreed there shall apply. Otherwise payment is made 30 days after receipt of invoice. Payments shall always be made subject to correction in the event of subsequent complaints.

All payments from the Client have the following requirements:

1. proper and complete performance or acceptance
2. placing of the securities/guarantees agreed in the individual contract, if applicable
3. receipt of a proper invoice in accordance with these requirements

10. Room disposal and handover

Booked rooms are available to the Contractor on the day of arrival from 12.00 pm, otherwise from 3.00 pm. Guests arriving before 3.00 pm can move into their rooms after becoming vacant and otherwise deposit their luggage free of charge in the lockable luggage compartment of the hotel. On the day of departure, the rooms are available until 12.00 pm. Guests leaving after 12.00 pm can leave their luggage free of charge in the lockable luggage compartment of the hotel until departure.

The reserved rooms are guaranteed to be available for the Contractor on the entire day of arrival (until midnight), even if the participants arrive late (after 3.00 pm).

11. Liability

The Contractor is liable for any breach of duty and the resulting damage, unless he can prove that he is not responsible for the breach of duty. Furthermore, he is obliged to indemnify the Client from all claims for damages of third parties which third parties assert against the Clients for reasons which are based on a defect in the service of the Contractor, unless the latter proves to the Client that he is not responsible for the event causing the damage. The above provisions shall also apply if the Contractor makes use of an agent or vicarious agent.

12. Insurance

The Contractor is obliged to purchase an appropriate business liability insurance, in which damage is included, and to keep it up during the entire duration of the contract until the expiry of the limitation period. The liability insurance shall not fall below the minimum coverage of € 5.000.000 for personal injuries and material damage and for any damage resulting. On demand of the Client, the Contractor is obliged to enclose the relevant insurance coverage confirmation.

13. Cancellation / Reduction

The following Cancellation Conditions apply for room bookings and other services commissioned under this HTL:

Events for less than 6 people

Room bookings for less than 6 persons can be cancelled free of charge until 6 p.m. on the day of arrival. Cancellation of other services commissioned under this HTL is governed by the regulations for events with 6 to 25 participants or more.

Events from 6 to 25 people

| Date of cancellation | Services to cancel | Cost of cancellation |
|--|--|-------------------------------|
| from 21 days prior to arrival | free of charge cancellation of the whole event | No cancellation charges apply |
| from 20 to 7 days prior to arrival | 20 % of booked services | 50 % of the confirmed prices |
| from 6 days to 24 hours prior to arrival | 10 % of booked services | 80 % of the confirmed prices |

Events from 26 to 50 people

| Date of cancellation | Services to cancel | Cost of cancellation |
|--|--|-------------------------------|
| up to 29 days prior to arrival | free of charge cancellation of the whole event | no cancellation charges apply |
| from 28 to 22 days prior to arrival | 30 % of booked services | 30 % of the confirmed prices |
| from 21 days to 7 days prior to arrival. | 20 % of booked services | 50 % of the confirmed prices |
| from 6 days to 24 hours prior to arrival | 10 % of booked services | 80 % of the confirmed prices |

Events from 51 to 100 people

| Date of cancellation | Services to cancel | Cost of cancellation |
|---|--|-------------------------------|
| up to 42 days prior to arrival | free of charge cancellation of the whole event | no cancellation charges apply |
| from 41 to 29 days prior to arrival | 30 % of booked services | 30 % of the confirmed prices |
| from 28 days to 15 days prior to arrival. | 20 % of booked services | 50 % of the confirmed prices |
| from 14 days to 24 hours prior to arrival | 10 % of booked services | 80 % of the confirmed prices |

Events as of 101 people

For bookings of 101 or more persons, the Cancellation Conditions are agreed individually between the Contractor and the Client.

The Cancellation Conditions stated in this section do not apply to services that are purchased from third parties via the Contractor.

If a date for free withdrawal/cancellation has been agreed in the Reservation Contract, the Client can withdraw from the contract up to this point in time without triggering payment or compensation claims of the Contractor.

In the event of a postponement, the Client can agree an alternative date with the Contractor, so that no cancellation costs arise from the initial booking.

The Contractor has no right of withdrawal after conclusion of the Reservation Contract.

14. Deviation of the number of participants

A reduction in the number of participants will be dealt with under "Free of charge" in clause 13. A reduction of the number of participants on the day of the event itself by up to 5% of the originally booked number of participants will be accepted by the Contractor and the corresponding savings will be deducted from the invoice by reducing the number of participants. If the number of participants is reduced by more than 5% of the number of participants originally booked, the above savings will be deducted for a reduction of up to 5%.

Unused conference capacities will be offered by the Contractor to third parties and the revenues from other rentals of the conference rooms and rooms as well as the saved expenses will be credited to the Client. The Contractor must prove that the rooms could not be used for other purposes.

15. Agreements restricting competition

The Client is entitled to terminate the contract without notice or to withdraw from it if the Contractor has demonstrably participated in agreements restricting competition at the expense of the Client. In the event of termination without notice, the Contractor shall only be entitled to a part of the agreed remuneration corresponding to the scope of services already provided without defects. In the event of withdrawal, the statutory provisions shall apply.

16. Occupational safety and environmental protection regulations

The Contractor is obliged to observe the relevant regulations and recognized rules of technology, in particular with regard to occupational health and safety, as well as the provisions of building, trade and traffic law (in particular supervisory and traffic safety obligations on building sites and other work sites) in the execution and execution of the contract; this also applies to the applicable environmental protection and disposal regulations. Deliveries and services must comply with the applicable laws, provision and regulations at the time of delivery or acceptance.

17. Data Protection

The Contractor is obliged to comply with the statutory provisions on data protection (in particular the General Data Protection Regulation (GDPR)). In case of processing of personal data on behalf of the client, the contractor will process personal data exclusively within the scope of the agreement reached and according to the client's instructions. A separate agreement shall be made for this purpose in the event of processing by order. The Contractor shall protect the personal data received from the Customer from access by unauthorized third parties by means of suitable technical and organizational measures in accordance with Art. 32 GDPR. The Contractor shall inform the Customer without delay in the event of serious disruptions in the course of operations, suspected violations of data protection or other irregularities in the processing of the Customer's data.

Any details shared by the Client shall not be used for the purpose of advertising or market/opinion research unless written permission has been given for this purpose by the Client or the agreed service allows this explicitly.

18. Confidentiality clause

The Contractor, his own personnel and those of his Subcontractors are obliged to treat as trade secrets all commercial, technical and other information which is not accessible to the public anyway and which becomes known to them through the business relationship (also e.g. the date/period of an event) and to make it accessible to no third party. All employees, including those of the Contractor's Subcontractors, shall be obligated accordingly.

19. References / advertising

The Contractor is not entitled to use information about an intended or existing contractual cooperation for reference or marketing purposes without the prior written consent of the Client. Photographing on the Client's property or construction sites as well as publications of any kind in this regard are also prohibited without the prior written consent of the Client.

20. Place of performance / jurisdiction / choice of law

Place of Performance for the services of the Contractor is the agreed Place of Performance.

Unless otherwise expressly provided for by law, the place of jurisdiction for all disputes arising under or in connection with the contractual relationship with RWE AG and its German affiliated companies is Essen.

To the contracts with RWE AG and its German affiliated companies German law shall apply exclusively.