General terms and conditions of White Spreelounge GmbH for contracts pertaining to the handover of premises and spaces, as well as the hosting of events

White Spreelounge (hereinafter “WSL”) offers event venues located at Edisonstraße 63, 12459 Berlin, including any outdoor areas that may exist in each case (hereinafter individually and collectively referred to as the “venues”), for rent for the purpose of hosting events.

In connection with the use of the venue for this purpose, WSL also offers the rental of equipment, as well as additional goods and services, or the procurement and arrangement of such goods and services.

The offer and all contractual relationships between WSL and its client in this respect shall be governed by the following general terms and conditions („GTC“).

I. Scope

1. WSL provides the aforementioned services exclusively on the basis of these GTC in conjunction with the contract concluded with the client about such services in individual cases (hereinafter also referred to as "event contract"; see point II below Conclusion of contract). Provided that the event contract contains provisions that do not correspond to these GTC, the event contract shall prevail in this respect. Other agreements that implement a deviation from the GTC must be agreed in writing, whereas an e-mail correspondence shall be sufficient.

2. Possible client’s general terms and conditions do not apply unless expressly agreed otherwise in writing. In case of a valid inclusion of the client's general terms and conditions the GTC of WSL remain unaffected. In the case that provisions of included client's general terms and conditions are not corresponding with these GTC, these GTC shall prevail in this respect.

II. Conclusion of contract, supplementation and changes to contracts

1. At the client's request, WSL submits a non-binding offer for the requested services or for services for the purpose stated by the client (in particular, the nature and scope of the event planned by the client). Unless otherwise expressly stated in individual cases when the offer was submitted by WSL or otherwise agreed between WSL and the client, a contract is only concluded between the client and WSL for the services offered by WSL when an event contract is signed by both parties for this purpose and is sent to the other party in this form. If the event contract has not yet been signed by WSL and unless otherwise agreed in individual cases, the client is bound for four (4) weeks to their contractual offer, which they transmitted to WSL by submitting a signed version of the event contract.

2. Any ancillary agreements, additions, and changes to a concluded event contract, in particular also regarding the notification of the final number of attendees in accordance with Section VI.1 of these GTC, if this is related to the first specification or an increase or reduction in the number of attendees originally specified, must be confirmed by WSL in writing, by fax, or by e-mail.

III. Subject matter and services provided by WSL

1. The subject matter of this contract refers to the services that shall be provided by WSL with the content and to the extent laid down in the corresponding event contract. Unless expressly agreed otherwise, the subject matter does not include the arrangement of an event through WSL but solely the temporary cession of the Venues and its possible interior, equipment and / or installments (especially such as bar, golf simulator, media- and entertainment technologies, internet access – hereinafter „Equipment“) as well as possible additional services and / or the acquisition and commission of such services through WSL to hold a non-public event under the client's responsibility.

2. Through the conclusion of a contract regarding the cession of venues, their possible outdoor area and, if applicable, their equipment, WSL undertakes to cede the right to use the respective venues and equipment responsibly and as per agreement during the agreed period to the agreed extent in return for the agreed payment according to these GTC. Except when expressly stipulated otherwise individually, on grounds of a contract regarding the cession of Venues and / or their Equipment WSL is not obliged to supervise, personally support or guide the attendees of those client's events.

3. If it has been outlined in the event contract submitted on the part of WSL to the client as part of the services to be provided or to be procured and / or the services to be determined are themselves also part of the contractual agreement, WSL shall be authorized to have a third party appointed by WSL that provides said services. (This applies, especially, to catering services (food and / or drinks), services and / or services requiring staff to render them, DJ / entertainment services and services of a similar nature.) This means that WSL shall only be obligated to procure and make available such services for the duration agreed previously, to the extent agreed, and, unless agreed otherwise, must be performed to a standard of professional kind and quality above average.

4. WSL is entitled to change single agreed services, provided that these changes are reasonable and become necessary to ensure the performance of the contract after its conclusion. WSL will inform the client promptly about any such changes of services.

5. In case of force majeure or other unforeseeable events for which’s effects to the performance of the contract WSL is not responsible for (such as e.g. strike, power loss, riots, the failure of WSL’s own supply without WSL’s fault or governmental measures that have not been caused by WSL), WSL is released from its obligation to perform affected services during the period of the obstacles plus a reasonable additional start-up time. In the event that a continued adherence to the contract in such cases stipulates an undue hardship for WSL, WSL is entitled to withdraw from the contract.

6. WSL is only obliged to perform its agreed services exclusively to the client. The client may not transfer his contractual entitlements to any third party without WSL’s prior written consent. The client may not cede the services provided by WSL (especially by sub-letting the Venues and / or Equipment) to any third party without prior written consent through WSL.

7. In the event that WSL provides services in addition to expressly agreed services without further remuneration, the client is not entitled to claim performance of such additional services.

IV. Prices, price adjustments

1. Except otherwise disclosed in the event contract, all prices are subject to additional value-added tax.

2. In the event that no flat fee based upon a determined number of attendees is agreed, but it is agreed that the client shall announce the final number of attendees to WSL before the agreed day of performance (according to these GTC), prices are calculated on grounds of the number of attendees announced by the client (provided that the maximum permissible number of attendees for the respective rented Venue, depending on the type of use, as published by WSL, shall not be exceeded), whereby a reduction towards those prices originally calculated in the respective event contract on basis of the number of attendees estimated by client at that time is limited to at most 20% (twenty percent). In the event that the actual number of attendees falls short of the announced or - in case of a flat fee agreement - the assumed number of attendees, the client remains obliged to pay the remuneration agreed for the number of announced resp. estimated number of attendees. In the event that the actual number of attendees exceeds the number of announced or – in case of a flat fee agreement – the estimated number of attendees, WSL is entitled to relatively raise those prices that depend on the number of attendees. The actual number of attendees is determined by the client and / or WSL by compiling a guest list. This shall be without prejudice to the free adjustment right pursuant to Section VII.2a of these GTC.

3. Despite the aforementioned provisions in regard of the price adjustments depending on the actual number of attendees, WSL is furthermore entitled to adjust prices according to the following terms:

   WSL is entitled to adjust prices in the event that the period between conclusion of contract and the agreed date of performance is longer than four (4) months. Thus, if salaries or other fees, that WSL has to cover for the purpose of the performance of services, increased or decreased until the agreed date of performance, WSL is entitled to change prices reasonably and according to these increases or reductions. The client who is a consumer is entitled to withdraw from the contract in this event solely under the condition that the price rises more than insignificantly compared to the rise of general costs of living in the time between conclusion of contract and the date of performance.

V. payment terms

1. The agreed total price shall become due for payment as set out in the respective event contract concluded between WSL and the client.

2. The client shall be obliged to perform in advance. WSL shall not be obliged to provide any contractual services as long as the client has not fulfilled its contractual advance payment obligations.

3. Unless otherwise agreed, invoices are payable within fourteen (14) days from receipt without deduction. The statutory provisions on default shall remain unaffected.

4. All bank charges, transaction fees, transfer fees and any costs resulting from currency exchange rates shall be borne by the client. Payments shall not be deemed effected until the full invoiced amount has been credited to WSL’s account without any deductions.

5. Clients whose registered office or place of business is located outside the Federal Republic of Germany are required to pay the agreed total price in full (100%) in advance. Payment shall become due upon issuance of the second advance payment invoice and must be fully credited to WSL’s account prior to the commencement of the services and/or the event. WSL shall be entitled to withhold the provision of services until full payment has been received.

VI. Client's obligation to cooperate, responsibility and indemnity obligations of the client

1. If no fixed number of attendees has been agreed, the client shall be obliged to notify WSL of the final number of attendees no later than ten (10) calendar days prior to the agreed event date, provided that the maximum permissible number of attendees applicable to the respective rented Venue depending on the type of use shall not be exceeded; the relevant capacities are published by WSL on its official website.

2. The client is the organizer of the event for which he wants to make use of the Venues and probable Equipment and further services of WSL. As such, he is responsible for the realization of the event and for its attendees, especially regarding safety and the compliance with statutory provisions. WSL delegates to the client any tasks and obligations arising from Sec. 38 Subs. 1–4 of the Regulations on Places of Public Assembly (§ 38 Abs. 1-4 VstättVO) with regards to the client's event.

   The client especially has to consider and comply with the stipulations regarding noise levels at his event. The client informs WSL upon WSL's request about possible granted administrative exemptions necessary to host his event.

   Notwithstanding WSL's warranty for contractual performance and a liability according to these GTC, the client indemnifies WSL against all third party claims that may arise from the breach of the organizer's obligations in connection with the client's event, especially claims from attendees, residents and authorities. This indemnity obligation also includes reasonable costs for legal proceedings and defense.

   Upon WSL's request the client is obliged to prove the signing of a reasonable insurance policy to cover possible liability claims against the client in his function as organizer of the event.

3. The client and the attendees of his event are obliged to comply with the WSL house rules while using the Venues and Equipment. These rules are publicly displayed in the Venues. Upon request by the client WSL will also transmit the rules to him personally. The client is responsible for the compliance of the attendees of his event with the house rules.

   The client or a person entrusted by him with this function has to be available for WSL as a responsible contact person during the entire event. In case that the client entrusts a third person with this task, this person needs to be introduced to WSL before the event and WSL has to be provided with that person's full name and a mobile number that ensures the availability of the responsible contact person during the entire event.

4. As far as it is agreed that WSL procures or provides the client with technical or other Equipment from third parties for his event, the client is responsible to ensure that any contractual obligations arising from a respective contract with third parties will be fulfilled. This especially includes that the client duly takes care of the Equipment and its return. The client indemnifies WSL against all claims from any third party that may arise from leaving such equipment to the client.

5. The client is liable for any possible damages of WSL's Venues or Equipment that are caused during the client's events, especially those damages caused by attendees. This does not include habitual wear marks that are caused by intended use of the Venues or its Equipment. The client is also liable for any injuries caused by the attendees to personnel provided by WSL to ensure the performance of the contract.

6. If the client intends to install equipment in the Venues for his event, the installation, including its setup and removal, needs to be agreed and coordinated with WSL in advance. Any setup and removal works in the Venues, that are executed by the client or any third party that has been assigned by the client for this purpose have to comply with the provisions of public law, especially in regards of safety and neighbor rights.

7. If the client intends to publicly perform or reproduce music works, the client is obliged to obtain the necessary rights and licenses, especially to register the event with the collecting society GEMA and to directly pay the corresponding royalty fees. If the client plans to invite artists for live performances, he is obliged to take care of possible artists' social insurance (Künstlersozialkasse [KSK]) fees.

   Upon WSL's request, the client proves in advance of the event that he obtained the rights and licenses and the payment of the fees, remuneration and charges that are necessary for his event.

   In the event that WSL is prompted by collecting societies (esp. GEMA) or other right holders or by social insurances (esp. KSK) to pay fees, remuneration or charges due to public performances or live concerts during the client's event, the client has to indemnify WSL against all such claims. This obligation to recoup WSL also includes reasonable costs for legal proceedings and defense.

8. WSL's warranty obligations according to these GTC with regard to contractual obligations and WSL's liability remain unaffected by the aforementioned provisions, just as possible further claims by WSL against the client.

VII. Termination / Cancellation of contracts and single services, cancellation of events

1. The contracts between the client and WSL which's subject matter are the temporary cession and / or use of the Venues, possibly including interior and Equipment as well as the utilization of additional corresponding services, are rental contracts and / or usage and service contracts, each contracted for a fixed period of time. These contracts are terminable solely for exceptional cause and with immediate effect.

   An exceptional cause is especially given in the following events:

   - the client culpably provides WSL with false or misleading information or culpably does not fulfill his obligation to cooperate or the client expresses that he will not fulfill his obligations and / or will not take care of a probable course of his event and of the safety during his event, so that the trust and confidence that is necessary for the continuation of the contractual relationship, especially with regard to the client's reliability and honesty, is significantly shaken and therefore the adherence to the contract would be unreasonable for WSL, especially with regard to safety reasons and to the reputation of WSL and its Venues;

   - WSL becomes aware of facts that establish reasonable doubts regarding the client's economic capability, especially significant accounts receivable towards other companies, significant distraints of the client's financial or property assets, a client's petition to open bankruptcy proceedings, the opening of bankruptcy proceedings or the denial of such petition for lack of assets;

   - WSL becomes aware of facts that establish a justifiable reason to believe that the client's event that is subject matter of the contract with WSL could endanger the fluent business, the safety, the Venues, the Equipment and / or the reputation of WSL and its Venues significantly;

   WSL's right to claim damages in cases where there is a reason for termination according to circumstances for which the client is responsible, remains unaffected by the termination of the contract by WSL.

   Reasons that stem from the client's area of risk and prevent the client from using the contractual premises and equipment and / or from using other agreed services from WSL (e.g. illness, discontinuation of the event, unsuitable weather conditions at open-air events, or the like), do generally not represent such an important reason that entitles the client to terminate the contract without notice.

   Statutory rights to cancel the contract for exceptional cause remain unaffected.

2. However, WSL grants the client the right to withdraw from a contract or an agreement made about an individual, separable service at any time, without there being any reason for termination ("termination" of a contract or individual service), in accordance with the following stipulation:

   If the client cancels a contract or a single separable service, the client is – unless different amounts have been agreed in individual cases – generally obliged to compensate WSL for its preparations, expenses and the reservation of the Venue by paying a lump-sum compensation as follows:

   - until 90 days before the agreed date of the contractual performance (i. e. the agreed day of the client's event): 100 % of the agreed net price for the cession of the Venue;

   - between 89 and 60 days before the agreed date of the contractual performance: 100 % of the agreed net price for the cession of the venue plus 40 % of the net order value valid at the time of termination;

   - between 59 and 30 days before the agreed date of the contractual performance: 100 % of the agreed net price for the cession of the venue plus 60 % of the net order value valid at the time of termination;

   - between 29 and 4 days before the agreed date of the contractual performance: 100 % of the agreed net price for the cession of the venue plus 80 % of the net order value valid at the time of termination;

   - from 3 days before the agreed date of the contractual performance: 100 % of the agreed net price for the cession of the Venue plus 100 % of the net order value valid at the time of termination;

   The „net order value" is defined as the price that is agreed for additional services beyond the cession of the Venue itself, especially for interior and Equipment of the Venue as well as goods and services. The net order value shall be calculated based on the most recently agreed number of attendees at the time of cancellation. If the number of attendees was changed after the contract was concluded, the applicable prices at the time of cancellation shall be used. In this respect the order value is based upon the prices calculated at the date of conclusion of contract unless they changed in the meanwhile according to the agreement, e.g. due to the announcement or the supplementary agreement of a different number of attendees than assumed at the time of conclusion of contract. In this case, the order value is calculated with the prices valid at the date of the cancellation due to the agreements met with the client and on grounds of these GTC.

If the client cancels one or several separable services, the compensation is limited to the percentage share pursuant to aforementioned grading of the order value of the respective service.

This shall not apply to catering services (food) and beverages. Catering services and beverages constitute essential, person-related core components of the contract and are not freely cancellable. Any adjustments to catering services and beverages shall be governed exclusively by Section VII.2a of these GTC.

The cancellation becomes effective upon its receipt by WSL. The client is free to prove that WSL did have no or significantly lower costs than calculated above.

2a. Free adjustment of person-related core services

The client shall be entitled, once only, to make a free adjustment of up to 20%, provided that such adjustment is notified to WSL no later than 10 calendar days prior to the agreed event date, either a) by reducing the contractually agreed number of attendees (pax), whereby all services dependent on the number of attendees, in particular catering services (food), beverages and person-related staff flat rates, shall be reduced proportionally; or b) by reducing the contractually agreed catering value (food) or total beverage value by a maximum of 20%, while the number of attendees remains unchanged. The adjustment options set out above are not cumulative. A complete cancellation of catering services or beverages, as well as any change from a flat-rate beverage package to consumption-based billing, is expressly excluded. Any adjustments exceeding the limits set out above shall not qualify as an adjustment but shall be deemed a cancellation and shall be charged at 100%, unless WSL expressly agrees otherwise in writing.

3. If hosting the event becomes impossible in whole or in part, for reasons arising from the client's area of risk, WSL's claims for payment of the relevant fees and for reimbursement of expenses or retention of liabilities, made by WSL for the purpose of providing the agreed service, shall remain unaffected by this. If the client concludes the relevant event contract with the intention of hosting an event completely or partially in the open air, the client bears the weather risk as the organiser of the event.

   The client is entitled to prove that, and to what extent, WSL managed to achieve savings or other advantages in these cases as a result of the cancellation of the event, which WSL by law has to offset against the agreed payment claims. The right granted to the client by WSL in accordance with Section 2 above to cancel a contract or an individual service in accordance with the stipulations specified therein remains unaffected.

VIII. Warranty, notice of defect

1. The client is obliged to immediately notify WSL of obvious defects and such defects that he recognizes until the ending of his event, but not later than one (1) week from the ending of his event. Non-obvious defects have to be notified within one (1) year from the ending of the event.

2. With regard to services stipulated in the respective event contract and possible corresponding goods that are delivered by third parties that have been assigned by WSL, WSL only warrants the dutiful selection of these third parties as well as the dutiful organisation and coordination of the performance of services through these third parties.

3. Client's claims for correction of defects through WSL are excluded in cases of just insignificant deviation from the owed quality and just insignificant impairment of usability.

4. In the event that according to the regulations above a performance by WSL is defective and the client is entitled to claim for warranty, WSL will remedy these defects by rectification. If rectification is no longer possible, disproportionally expensive, failed or is not reasonable, the client is entitled to relatively reduce the agreed payment with regard to the related service.

   The statutory regulations regarding the dispensability of a demand for rectification remain unaffected as well as client's rights to cancel or withdraw from the contract, which are compulsory by law. If the client effectively resigns from the contract, he remains obliged to compensate WSL for resource-related payments, such as e.g. personnel and services provided through third parties, as well as to remunerate WSL with regards to services already performed through WSL until the time of resignation.

IX. Liability, cut-off and limitation periods

1. Any client's compensation claims against WSL are excluded, unless WSL acts willfully or grossly negligent, violates an essential contractual obligation or causes damage to life, body or health. An “essential contractual obligation” is an obligation that is essential for the proper execution of the contract and on whose fulfillment the client regularly relies and may rely. This includes, in particular, obligations that are fundamental to achieving the purpose of the contract. WSL shall not be liable for the conduct of auxiliary persons if such persons have been engaged by the client or are acting on the client’s behalf.

   The liability for damages arising from a slightly negligent violation of essential contractual duties is limited to the amount of a reasonable and foreseeable damage that typically could be foreseen in connection with contracts of the respective sort. This typically foreseeable damage usually does not exceed the price agreed for the contractual services to be performed by WSL.

   The limitation of liability also applies to WSL's personnel, representatives and auxiliary persons. WSL is not liable for the performance of an auxiliary person, if the auxiliary person is the client himself or has been deployed by the client with this function.

2. Except those client's claims against WSL that arise from damages to life, body or health or due to willful actions or gross negligence, any claims have to be addressed to WSL by the client within one (1) year from the agreed date of the client's event.

   Excepting those client's claims against WSL that arise from damages to life, body or health or due to gross negligence through WSL, any claims against WSL shall be barred after a period of one (1) year from the ending of the corresponding services which usually means after a period of one (1) year from the agreed date of the client's event. This does not apply to compensation claims arising from a defect that WSL was already aware of during the performance of the contract.

X. Video surveillance of the Venues, image and film recordings of the client's events

1. The Venues are under video surveillance (without sound recordings) through WSL for the purpose and in the scope as defined in the house rules. By signing the respective event contract, the client consents to the video surveillance and the collection and possible use of their personal data to the extent that is defined in the house rules.

2. Furthermore, WSL is generally entitled to make image and film recordings of the client's events to create reference material for WSL's web appearance and further advertising media.

3. As far as WSL is assigned to produce and to publish image and film recordings of the client's event, the client is responsible for the clearance of rights, especially to take care of any necessary declarations of consent of attendees, artists, musicians and / or DJs that are visiting or performing at his event. If any recorded person addresses any claims against WSL regarding the production and publication of such recordings the client is obliged to indemnify WSL from all such claims. This obligation to recoup WSL also includes reasonable costs for legal proceedings and defense.

XI. References and grant of rights

1. WSL is entitled to use the name and logo or symbol (company symbol, brand) of the client for advertising and reference purposes. To this end, the client grants WSL the right to add the client's name and logo or sign to their internal database, and to use them for advertising and reference purposes for an indefinite period. The use of the client's name and logo or sign for the above mentioned purposes includes their use as reference (also in conversations), their publication in printed media, making them available to the public through WSL's websites, and showcasing and displaying them at venues.

XII. Final provisions

1. The contract(s) concluded by WSL and the client and all possible legal disputes in connection with these contracts shall be exclusively governed by the laws of the Federal Republic of Germany. This shall also apply if foreign countries are involved. These General Terms and Conditions have been translated into English. In case of discrepancies or ambiguities, the German version shall prevail.

2. All relevant statements that may affect the subject matter of the contract or its execution, especially resignation letters, cancellation, termination or defect notifications, shall be submitted to WSL in writing. E-mails shall be sufficient in this respect.

3. Should one or more provisions of these GTC be or become invalid, the validity of the remaining provisions shall not be affected. The wholly or partially invalid provision shall be replaced by a provision whose result comes closest to the ineffective provision.

4. The place of performance of all contractual duties between WSL and the client and the exclusive place of jurisdiction for any dispute in connection with a contract between the client and WSL and its execution is the judicial district within which WSL's office is registered.

As of October 2026