

General Terms and Conditions for the Right of Use for the Golf Facilities

Preamble

Severin's Öschberghof GmbH (hereinafter "the Company") operates golf facilities with 45 holes at the address stated, complete with practice facilities, a golf academy, catering facilities, a golf shop and a maintenance depot.

Use of the golf facilities always requires conclusion of a contract granting playing rights (hereinafter "right of use"). The following provisions apply to our customers (hereinafter "the User") for the granting and scope of the right of use for contracts concluded after 1st July 2026.

Section 1: Application / Granting of right of use

The User initially has the option of submitting an application for a right of use using the application form provided by the Company. By submitting the completed application form, the User makes a binding application to conclude a contract for a right of use with the respectively selected scope, which is always subject to acceptance by the Company.

The User is obliged to inform the Company of any changes to their personal data (address, telephone no., etc.) immediately in writing (e-mail, fax or letter).

The granting of the right of use comes into effect as soon as the Company has accepted the application to acquire a right of use by means of a written confirmation to the User. The invoice may also be considered a written confirmation. The Company is under no general obligation to accept an application. The acquired right of use is a personal right, which entitles only the applicant to use all facilities in accordance with the respective course or house rules and expires without replacement upon termination of the contract or death. The right of use may only be exercised following payment in full of the applicable fees and all membership dues.

Section 2: Scope of the right of use/ House, course and game rules

The right of use includes the right to play on the Company's practice facilities and golf courses from the date the right of use is granted for the respective facility and in accordance with the right of use selected on the application form. Other services such as golf lessons, tournament entry fees and lockers are not covered by this contract but may be used – subject to availability – for an additional fee. The Company has the right to erect individual construction sections only on a provisional basis for a trial period and, during the term of this contract, to design, alter, expand, remodel and redevelop the golf course at its discretion.

The golf facilities must be used in accordance with the applicable game, competition, course and house rules as well as the rules of the German Golf Association (DGV). The User has no right to exclusive use of the facilities. Use is subject to available capacity and external factors beyond the Company's control. Temporary restriction of the right of use may arise as a result of tournaments – provided the User is not enrolled – as well as due to maintenance work, weather- or repair-related course closures or other users

of the golf facilities.

If the User makes only limited use of their right of use or does not use it at all, they are not entitled to reduce the contractually agreed payments or to assert a right of retention. This shall also apply where use of the facilities is not possible or only possible to a limited extent in cases of force majeure, during a competition or for other reasons.

The User is obliged to familiarise themselves with the respectively applicable house, course and game rules prior to using the golf facilities and to comply with them.

Changes to the house, course and game rules are communicated to the User by post or e-mail or announced via a notice displayed in the clubhouse. They shall be deemed binding and agreed upon from the time they are displayed.

Section 3: Term of the right of use

The term of the right of use begins with the Company's acceptance of the application to acquire a right of use. The right of use is granted until the end of the calendar year of the respectively agreed contract term. The term shall be automatically extended by one year at a time, unless one of the contracting parties gives written notice of termination to the end of the year no later than 30th October of the final year of the agreed contract term. The date on which the notice of termination is received by the other party is decisive for compliance with the deadline. The User remains obliged to pay the agreed fees until the end of the contractual relationship.

Section 4: Conditions / Usage fee

The Company charges a usage fee for its services. The amount of the usage fee is established by the respectively valid application form for granting of the right of use in conjunction with the respectively applicable schedule of fees / price list.

The User is obliged to pay the individually selected and agreed fee in accordance with the selected scope of use.

As a general rule, the usage fee can be paid as a lump sum or in monthly instalments.

Individual special rates and additional services cannot be paid for monthly; further information can be found on the respective application form.

If membership commences during the current calendar year, the full usage fee will be charged in the case of annual payment; in the case of monthly payment, the cumulative monthly instalments from January up to and including the month of commencement will be invoiced together with the first monthly instalment.

The usage fee becomes payable immediately upon conclusion of the contract. Insofar as the usage contract is concluded during the current calendar year, the annual fee becomes payable upon signing in accordance with the terms of the usage contract. Monthly payments are due on the fifth day of each month, respectively. The User is obliged to provide the Company with a SEPA direct debit mandate to collect the relevant amounts due.

The User shall inform the Company immediately of any change to their bank details.

If a monthly direct debit is not honoured (returned direct debit), the Company reserves the right to declare the entire remaining annual amount immediately due and payable.

If a monthly direct debit is not honoured (returned direct debit), the User shall reimburse the Company for the fees charged to the Company and pay an administrative fee of €10.00.

These fees are due and payable immediately.

If the User falls into payment default, the Company shall be entitled to charge interest at the statutory rate from the date on which the User falls into payment default. The Company expressly reserves the right to claim higher damages for loss caused by default.

Section 5: Suspension of the right of use

The User has the option of suspending the right of use for a full year or half a year (January–July or August–December) under certain conditions. This does not affect the agreed term. Pregnancy, temporary relocation of residence (more than 250 km away) or illness may constitute grounds for a suspension. In all cases, the User must submit supporting evidence along with the application for a suspension.–

The suspension of the right to use shall enter into force once the submitted application and proof have been accepted by the Company. The Company shall not charge playing fees during the suspension period, but an administrative fee at the current applicable rate shall be payable. Any other fees shall also remain payable. The DGV card must be surrendered to the Company for the duration of the suspension.

Section 6: Transferability / Insurance

The rights and obligations arising from this contract apply only for the User.

A corporate playing right can be transferred to third parties with the prior written consent of the Company.

The User is recommended to take out or maintain private liability insurance covering all risks associated with golf.

Section 7: Extraordinary termination

Both contracting parties reserve the right to extraordinary termination of the contract for good cause. Serious breaches of the contracting parties' mutual obligations shall in any event constitute good cause.

The following cases in particular shall constitute grounds for the Company to terminate the contract extraordinarily:

- The User or any co-holders of rights breach the rights and obligations arising from this contract or the club, game, course and house rules wilfully or through gross negligence.

- The User falls into default with the payment of the usage fee amounting to at least two months' dues, has had a provisional ban on use applied to them and still fails to comply with their payment obligations within 14 days despite receiving a written reminder.
- If it is no longer reasonable to continue operating the golf facilities for economic reasons or if continued operation becomes permanently impossible due to circumstances beyond the Company's control.

Refunding of payments already made to the Company is excluded.

However, this does not apply if the User terminates the contract for good cause and the Company or its agents are responsible for the termination as a result of wilful or grossly negligent conduct.

Section 8: Liability

Use of the golf facilities is strictly at your own risk. Parents are liable for their children. The User's claims for damages are excluded.

This does not apply to claims for damages by the User arising from injury to life, limb or health or from the breach of material contractual obligations (obligations the fulfilment of which is essential for the proper performance of the contract and on the observance of which the contracting party regularly relies and is entitled to rely) as well as liability for other damages resulting from a wilful or grossly negligent breach of duty by the Company, its legal representatives or its vicarious agents.

Section 9: General Privacy Policy

The User agrees that the personal data collected from them may be stored, transmitted to the DGV and processed by the Company.

By submitting the application, the applicant consents to the Company printing or digitally distributing, reproducing, utilising and publishing their name, image and competition results for advertising or commercial purposes and combining them with other materials in text, data, images, photographs and illustrations.

The User's personal data are collected, processed and used on a voluntary basis. The User may revoke their consent at any time, with effect for the future, by notifying the Company to this effect at Golfplatz 1, 78166 Donaueschingen, Germany. Detailed information can be found in the Company's General Privacy Policy (<https://www.oeschberghof.com/en/general-privacy-policy>).

Section 10: Reservation of right to change

The Company expressly reserves the right to change these General Terms and Conditions. The Company undertakes to notify the authorised player of the respectively changed Terms and Conditions for the Right of Use for the Golf Facilities without delay. The authorised player may object to the changed

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from receipt of the communication announcing them. Should the authorised player fail to object within the specified period, the General Terms and Conditions for the Right of Use for the Golf Facilities shall be deemed to have been accepted. Should any provision of the General Terms and Conditions for the Right of Use for the Golf Facilities be or become invalid, the validity of the remaining provisions shall remain unaffected thereby.

The previous General Terms and Conditions for the Right of Use for the Golf Facilities shall cease to be valid upon the publication of each new version.

Section 11: Final provisions

Should the Company transfer its rights concerning the golf course to a third party and that third party unconditionally assume all the Company's rights and obligations under this contract, the User hereby agrees to the transfer of this contract to a third party.

The laws of the Federal Republic of Germany shall apply to contracts concluded between the Company and the User.

Insofar as the User is a merchant, a legal entity under public law or a special fund under public law or in the case that the User satisfies the requirement of Section 38 (2) of the German Code of Civil Procedure (ZPO) and does not have a general place of jurisdiction in Germany, the place of jurisdiction for all disputes arising from the contractual relationships between the User and the Company shall be the registered office of the Company.

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