

General Terms and Conditions of Business of Dussmann Office

1. Validity and scope of services

1.1. These General Terms and Conditions of Business form the basis of all Dussmann Office agreements and only the prevailing version thereof shall apply. Any conflicting or additional terms and conditions of the service recipient shall only apply, if the service provider has expressly agreed to them or parts thereof in writing. Separate General Terms and Conditions of Business shall apply to the use of offices for rent on a daily basis and conference rooms.

1.2. The service provider shall provide its services in accordance with the contractual agreements solely on its own responsibility. Services shall be provided by the service provider during regular office hours (Monday to Friday 8:00 a.m. to 6:00 p.m., except public holidays).

1.3. Services shall, unless otherwise agreed, only be provided for the service recipient specified in the agreement. The service recipient shall pay usage-dependent service charges based on the services actually provided for using the services. The service recipient shall also be obliged to pay for those services which are provided without a usable communication result (e.g. if forwarded post/message is not important).

1.4. The service provider shall process incoming orders in the order in which they are received and draws the service recipient's attention to the fact that this is to be taken into account during scheduling.

2. Conclusion of the agreement and agreement data

2.1. The agreement shall only be brought about by means of written or electronic confirmation of the service provider's application by the service provider.

2.2. The service provider is entitled to demand detailed documentation, prior to the commencement of the agreement, from the service recipient, in particular current copies of the commercial register excerpt, business registration, identity card/passport and/or the power of attorney for the persons acting for the service recipient.

2.3. The service recipient agrees to the service provider obtaining information about it and, in the case of legal entities, about its legal representatives from the relevant SCHUFA credit information agency and from credit reference agencies (Creditreform, BÜRGEL).

2.4. The service recipient is obliged to notify changes to the data specified for it in the agreement and all contact details (telephone, fax, e-mail and mailing address, etc.) to the service provider immediately.

3. Handover of the subject matter of the agreement

3.1. Rented rooms and furnishings shall be handed over by the service provider to the service recipient in a clean and perfect condition. The handover shall be effected on the payment of the first service fee, provided that the agreed security has been provided. On the handover the subject matter of the agreement shall be jointly inspected by the service recipient and the service provider and any defects recorded in a report.

3.2. The service recipient has seen the service provider's office equipment, in particular the size and functionality of the telephone switchboard, fax and word processing and declares that they meet its needs.

3.3. The service recipient shall be given the necessary keys for the subject matter of the agreement at the handover. The service recipient is not permitted to have additional keys cut.

3.4. The service provider agrees to affix the name of the service recipient on the standard signs for the property at a suitable location. The costs of making or modifying such signs shall be borne by the service recipient.

4. Securities

4.1. The service recipient undertakes, prior to the commencement of the agreement, to pay a security in the form of a deposit or a surety bond. No entitlement to services shall accrue until after receipt of the security. The service recipient shall be liable with its security for all claims of the service provider against the service recipient, irrespective of the cause in law thereof. The security shall usually be returned to the service recipient within 3 months of the termination of the agreement.

4.2. Inasmuch as the security is a deposit, the service recipient shall not be entitled to the deposit being kept in a separate account; no interest shall be paid on the payment of the deposit.

4.3. The service provider is entitled, in the event of a change in the contractual services or in the event of regular additional services, to require an adjustment of the security of an appropriate amount.

5. Use of the subject matter of the agreement

5.1. The service recipient undertakes to only use the service equipment provided within the framework of its indicated business operations exclusively for office purposes or for the agreed purpose of the agreement. Any modification or any other alteration of the subject matter of the agreement shall require the prior written approval of the service provider. Even in the event of this approval

being given, the service recipient shall have to remove the alterations on the termination of the service agreement at its own expense. The service recipient must also carry out cosmetic repairs during the life of the agreement at its expense. The possibility of a transfer of the subject matter of the agreement for use by third parties is excluded.

5.2. The service recipient is to fulfil all of the conditions associated with its business and obtain the necessary permits.

5.3. The subject matter of the agreement shall, unless otherwise agreed, also be used by other service recipients within the framework of joint office booking. Within the framework of the use of the subject matter of the agreement, the service recipient is obliged to take sufficient account of the interests of the other service recipients in the Dussmann Office.

5.4. The service recipient may only place work orders with the service provider's employees, if this is legally and contractually possible and does not conflict with the obligations and rights of the employees under their employment contracts.

5.5. The service provider shall be authorised to enter the subject matter of the agreement during the day, by prior appointment, and to carry out the necessary cleaning work.

6. Terms and conditions of payment/remuneration/default

6.1. The agreed service fee shall be due for payment in advance at the beginning of each month, no later than the third working day of the month. A service invoice shall be drawn up each month based on the time and service provided by the service provider for the additional services used, which shall be due within 7 days of the invoice date.

6.2. If the service recipient defaults on payments, the service provider may, in the case of entrepreneurs, charge default interest of 8% (5% in the case of consumers) above the base rate. In addition, the service provider shall levy a reminder fee for each written reminder of 5 EUR.

6.3. The service provider is entitled to stop all services (e.g. telephone answering service, receiving mail, utilisation of rooms and forwarding of messages), if the service recipient is substantially in arrears with the payment of the service fee and/or service invoices.

6.4. The service recipient may not offset its obligation to pay against claims against the service provider or exercise a lien, unless the service provider agrees to this or the claim has been recognised by declaratory judgement.

6.5. The service provider is entitled to adjust the service fee, particularly if price increases are imposed on the service provider itself by third parties (such as rent increases, utilities adjustments, network operators' fees). The service provider shall inform the service recipient in writing of changes to service fees. The service recipient is entitled to terminate the agreement without notice, if the service fee is increased.

7. Liability

7.1. The subject matter of the agreement and the equipment provided by the service provider are insured at the usual level against fire, lightning, explosion, storm, hail and mains water. The service provider shall not assume any liability whatsoever for damage, theft or destruction of the objects brought into the building by the service recipient and shall not be liable for faults for which it is not responsible, in particular as a result of force majeure (strikes, natural disasters, terrorist attacks and the like). Nor shall the service provider be liable for the legal admissibility of using the business address, in particular in pursuance of commercial, registration and fiscal law, the law on competition and the code of ethics.

7.2. The service provider shall be liable for damage sustained by the service recipient which is caused intentionally or as a result of gross negligence by itself or its vicarious agents. Damage of any kind which has been caused by a deficiency in the service is covered by this liability. The service provider's liability for material contractual obligations, inasmuch as it can demonstrate that the damages are only based on ordinary negligence by itself or its vicarious agents, shall be limited to the damages typical of the agreement.

7.3. The limitations of liability shall not apply to claims for damages arising from injuries to life, limb or health; in this respect the service provider shall be liable for any damage caused intentionally or negligently by it or its vicarious agents. In addition, the service provider shall be liable by virtue of other mandatory statutory provisions.

7.4. The service recipient shall be liable for all damages to property belonging to the service provider, which is culpably caused by the service recipient, its employees, customers or other third parties.

8. Data protection, security

8.1. The service provider assures the service recipient that it shall oblige all of its employees by contract to maintain comprehensive secrecy.

8.2. The service provider shall collect, store and process the service recipient's personal data within the framework of the contractual relationship.

This includes: - the inventory data representing the information required in the agreement. This shall be used within the framework of providing the services and billing the services with the accounting data.

- processing data which is required to provide services such as forwarding calls or to deal with other orders. This data shall be stored and used by the service provider for the purposes of notifying calls, including answering queries and for the purposes of handling future calls within the framework of the contractual relationship.

Personal data shall only be passed on with the consent of the service recipient, except in the case of one of the following exceptions or if some other legal authority exists. In order to execute the agreement the data may be transmitted, within the framework of processing the contract data, to instructed companies. Accounting data and inventory data may be transmitted for the purposes of collecting fees to third parties, inasmuch as this is required to collect fees. In both cases, the third party shall be obliged to comply with data protection in the same way as the service provider.

8.3. Personal data shall only be passed on to government agencies, inasmuch as this is a legal requirement, for example in pursuance of the Code of Criminal Procedure [*Strafprozessordnung*] or the Telecommunications Act [*Telekommunikationsgesetz*]. A deletion of the data by the service provider shall be governed by legal provisions such as the Telecommunications Act, the Code of Commercial Law [*Handelsgesetzbuch, HGB*] or the Tax Code [*Abgabenordnung, AO*].

8.4. Unless expressly agreed in writing with the service provider, the service recipient is not permitted to collect, store and process the name of the service provider and personal data of the service provider's employees (e.g. on advertising materials, websites, etc.). The service recipient is only permitted, with express written consent, to use the name "Dussmann" in connection with its business operations, in particular in address information.

9. Termination of the agreement

9.1. The service recipient undertakes, on the termination of the service agreement, to return the subject matter of the agreement and the office equipment, which have been used, to the service provider in a good, clean, empty operating and maintenance condition in accordance with the handover report. An acceptance report shall be drawn up upon the return of the subject matter of the agreement. Defects established with respect to the handover report, which go beyond normal wear and tear, are not the responsibility of the service provider and are to be remedied by the service recipient at its expense.

9.2. Upon termination of the service agreement the service recipient is to return the keys issued to it. If this does not happen, the service recipient undertakes to pay all-inclusive damages of EUR 100.00. The right to assert further claims for damages by the service provider for proven copying of keys or a necessary change to the locks is reserved. The service recipient is entitled to demonstrate a smaller loss, if applicable.

9.3. Upon the termination of the service agreement, the service recipient shall be required to inform all of the mandatory public authorities and business partners of its new address in good time and to apply to have post forwarded to its new address. The service provider is entitled to inform all of the necessary public bodies regarding the termination of the service agreement, the discontinuation of the address and - if known - the new address.

9.4. The service provider shall no longer be obliged, following the termination of the service agreement, to receive mail or telephone calls or keep incoming mail.

9.5. The service provider shall be entitled, in the event of a termination of the agreement, to enter the subject matter of the agreement together with interested parties for the purposes of reletting the office(s), including in the absence of the service recipient.

9.6. The service provider is not obliged to store the service recipient's items following the termination of the contractual relationship without good cause.

10. Termination

10.1. The proper termination conditions shall be governed by the agreement concluded with the service recipient.

10.2. The service provider may terminate the agreement in exceptional circumstances, i.e. without notice, if the service recipient is in arrears with the payment of a service fee or the payment of more than one service invoice for longer than three weeks, if the service recipient uses the service agreement for third parties, in the case of any serious breaches of the agreement, or if the service recipient, despite two warning letters, does not comply with the provisions of the agreement.

10.3. The service provider may, in addition, terminate the agreement without notice, if insolvency proceedings or similar legal proceedings are instituted against the assets of the service recipient or a petition in bankruptcy is filed or this petition has been rejected for insufficiency of assets.

10.4. The service provider reserves the right to assert additional claims for damages.

11. Multiple service recipients

Multiple service recipients shall be jointly and severally liable. On signing the agreement, they authorise one another to receive declarations of intent concerning the contractual relationship such that each declaration of intent received from one of the service recipients shall apply in the same way, for and against the other service recipients.

12. Poaching the service provider's staff

The service recipient is prohibited from enticing Dussmann's employees to conclude employment contracts with itself or by means of companies in which it is involved. This prohibition shall also apply for a period of 12 months following the termination of the service agreement. In the event of infringements, the service recipient undertakes to pay lump-sum damages of EUR 2,500.00 (in words: two thousand five hundred Euros). Dussmann reserves the right to assert further claims for damages.

13. Miscellaneous

13.1. The service recipient is not permitted to assign rights arising from this agreement to third parties without the service provider's consent.

13.2. The service provider shall be entitled at any time, by written agreement, to transfer its rights and obligations under this agreement to another person or company. On written notification of this legal succession of the service recipient, the service provider shall withdraw, along with all its rights and obligations, from this service agreement.

13.3. There is no protection of competition in the contractual relationship with the service provider. No claims shall accrue to the service recipient against the service provider due to the conduct of other service recipients.

13.4. Inasmuch as it is legally permissible, it is agreed that the jurisdiction for all disputes arising from this agreement is Berlin.

13.5. Any changes or additions to this agreement must be submitted in writing. No ancillary agreements exist. This clause requiring the written form must also be cancelled in writing. In the event of any provisions of the agreement being invalid or void, this shall not affect the remainder of the agreement. The abolished provision shall be replaced by agreement by that provision which comes as close as possible to the commercially intended meaning and purpose of the abolished provision.