

## General Terms of Büro Aktiv Service Agreement

### A General

#### 1. Exclusive Validity

The service agreement concluded between the customer and Büro Aktiv ("Agreement") is exclusively subject to these General Terms of Agreement and the other terms to which reference is made in the Agreement form (Service Price List). Any other (pre-formulated) terms which supplement the aforementioned terms or deviate from them are not applicable, even if Büro Aktiv does not expressly object to the other (pre-formulated) terms of the customer. The Agreement and these terms replace all previous agreements between the parties regarding the same services. All other contractual arrangements are only valid after the written confirmation of all parties. The Agreement is concluded personally with the customer and may not be transferred to third parties. Büro Aktiv, by contrast, may transfer its rights and obligations from this Agreement to third parties at any time. Büro Aktiv reserves the right to enter into the Agreement only contingent upon presentation of the customer's valid personal identity card or, in the case of a customer who is listed in the commercial register, of an appropriate, current commercial register excerpt.

#### 2. Parties to the Agreement and Third Parties

If two or more persons from the customer's side have signed the Agreement, they are liable as joint debtors. If, on the request of the customer, Büro Aktiv addresses invoices to a third party, the customer shall acknowledge these invoices addressed to the third party as being in proper form and waives any possible rights to withhold payments due to the actual addressing of the invoice. The customer must carry out its business activity in connection with the services of Büro Aktiv, particularly in the spaces and at the workplaces, only under the company name indicated in the Agreement or under another name agreed upon previously with Büro Aktiv. In particular, the customer is not entitled to use the spaces, workplaces and other services of Büro Aktiv with the same people but under another company name or other name.

### B Subject of the Agreement, Services of Büro Aktiv

#### 1. Types of Agreement

Büro Aktiv Office is a service which entitles the customer to use the type of completely equipped office spaces indicated in the Agreement.

#### 2. Standard Service

Büro Aktiv is obligated to provide to the customer the agreed-upon number and kind of fully equipped office spaces or workplaces as designated in the Agreement. The provided spaces and workplaces may vary. The customer may demand certain spaces and workplaces, but Büro Aktiv does not guarantee availability and is entitled to provide comparable spaces and workplaces instead.

#### 3. Office Services

The parties may come to an agreement about office services beyond those agreed upon in the standard services in accordance with the included Service Price List. To the extent that the parties do not come to express agreement to another effect, Büro Aktiv need render the office services only during normal business hours (generally 8:00 – 18:00 Monday to Thursday and Friday 8:00 – 17:00) of Büro Aktiv indicated in the Agreement and only with commensurate availability and capacities.

### C Use of the Spaces and Workplaces

#### 1. Move-In

Prior to the move-in, the customer must check and sign a handover certificate in which Büro Aktiv has listed the space or workplaces, the office furniture and the equipment including keys and transponders made available.

#### 2. Use

The customer may only use the spaces and workplaces for contractually agreed-upon activities. The customer may not mount signs on the doors or other visible places, the exception being tables provided by Büro Aktiv. The use of spaces and workplaces for retail trade is prohibited. Moreover, the customer may not carry out any activity in these spaces and at these workplaces which is in competition with the business activity of Büro Aktiv.

#### 3. Cleaning, Repair and Maintenance

At the end of the Agreement the customer must pay a lump sum of € 60,00 for cleaning and repair/maintenance work. This cleaning and repair/maintenance work is always carried out by Büro Aktiv for the customer. Furthermore the customer is obligated to carry out repair or maintenance costs (e.g. for carpet renovation, painting work, furniture replacement, etc.) caused by him, which will be charged separately by Büro Aktiv.

### D Other Rights and Responsibilities of the Customer

#### 1. Building Directory

Upon request of the customer, Büro Aktiv incorporates customer's company name indicated in the Agreement or other name previously agreed upon with Büro Aktiv into the building directory of the Business Center. The costs for this are borne by the customer in a reasonable amount.

#### 2. Use the Center Address

The authorization for the use of the address Fürstenrieder Str. 279a by Büro Aktiv is only valid in the relationship between Büro Aktiv and the customer and does not constitute any legal, tax-related or other consulting service. The customer is solely responsible for the legal, particularly commercial, register- and code of conduct-related, competitive and tax-related admissibility of his use of the Center's address. The same applies to the violation of the rights of third parties through use of the address of the Center. Moreover, Büro Aktiv does not warrant the occurrence of any success intended from said use.

#### 3. Keys and Transponders

All keys or transponders which Büro Aktiv has left to the customer for use remain the property of Büro Aktiv. The customer may not have replacement keys or transponders made or allow third parties to use the keys or transponder without the prior written consent of Büro Aktiv. The customer must immediately report the loss of keys and transponders to Büro Aktiv. The costs for replacement keys or transponders or, if applicable, for new locks or locking systems are borne by the customer. During use of the Business Center outside of normal business hours (generally 8:00 to 18:00 hours from Monday to Thursday, Friday 8:00 to 17:00 hours) of the Business Center indicated in the Agreement, the customer is responsible for the proper closing of the doors upon leaving.

### 4. Duties of Care, Compliance with House Rules

The customer is obligated to treat the areas of the Business Center, the business equipment; technical facilities as well as office furniture used by him with care and is not authorized to make changes to said items. To the extent that the customer can be reasonably expected to have taken notice of the content of the house rules for the Center, he must follow all of these house rules, whether it be for health or safety reasons, precautionary measures in case of fire or for other reasons. Furthermore, any action which disturbs the use of the Business Center, leads to an increase in the insurance premiums to be paid by Büro Aktiv or could bring harm to Büro Aktiv or a third party is prohibited.

### 5. Legal and Lawful

It is the responsibility of the customer to obey the laws and regulations relevant to the execution of his activity and it is his duty not to use the rights granted to him by this Agreement for illegal, dishonest, offensive, immoral or denigrating purposes or to harm the reputation of Büro Aktiv in any way. Büro Aktiv reserves the right to cooperate, upon request, with any state investigative agencies in connection with investigations against the customer.

### 6. Poaching

As long as the contract is valid and for a period of 9 months after expiry, the customer may not solicit the employees of Büro Aktiv either for themselves or third parties, nor submit a job offer to them or to third parties known to them. Should the client enter into an employment relationship or transfer such employment to third parties during the transfer of the business premises or in the period of nine months after the end of the business relationship with an employee of Büro Aktiv, this shall be deemed as employment agency. For such a job placement, the customer will be charged a fee of two gross monthly salaries of the last earnings earned by the office employee. The fee is due upon conclusion of the employment contract between the employee and the customer or such third party. The Customer must pay all costs, including reasonable legal costs, incurred in enforcing the claims under the Agreement.

### 7. No Use of the Name "Büro Aktiv"

It is strictly forbidden to the customer to use the name "Büro Aktiv" in connection with his business activity, particularly in providing addresses.

### E Rights of Büro Aktiv

#### 1. Right of Entry

Büro Aktiv has the right to enter the spaces made available to the customer at any time and to the extent that entry into or viewing thereof is necessary, particularly in the case of reported shortcomings, under the justified assumption that the spaces and workplaces or the inventory is being neglected or used contrary to Agreement, for required tests, repairs, inspection, cleaning, maintenance or when the spaces are to be shown to other customers as an interested successor. To the extent possible, Büro Aktiv shall alert the customer of the entry and viewing in advance and promises to follow sufficient safety procedures for keeping the interests of the customer secret.

#### 2. Interruption of Services

Büro Aktiv is authorized to interrupt the services, including the access of the customer to the spaces, in the event of political unrest, strikes or other circumstances which lie outside of the sphere of influence of Büro Aktiv, particularly during acts of God. In such a case, the standard fees for this time period are not collected.

#### 3. Right to Refuse Service

Furthermore, Büro Aktiv reserves the right to refuse service (including refusal of access to the customer to the spaces) provided and to the extent that the customer does not pay fees or interest due or there is a serious breach of Agreement on the part of the customer and Büro Aktiv itself complies with its duties under the Agreement, particularly has fulfilled any duties Büro Aktiv has to fulfill in advance.

### F Customer's Responsibility and Liability to Effect Compensation

The customer is liable for all and any damages which he himself or third parties who spend time in the Business Center with his permission or on his invitation causes or that are brought about by the inventory or other objects brought by him into the spaces/workplaces, provided and to the extent that the customer is responsible for the damages. In such a case, the customer must indemnify and hold harmless Büro Aktiv, immediately upon demand, of all claims of third parties and all costs, including the payment of reasonable costs for legal counsel, which are incurred by Büro Aktiv in executing the claims from the Agreement.

### G Liability of Büro Aktiv

If Büro Aktiv culpably fails to render an agreed-upon service or renders it late, or if Büro Aktiv is culpably unable to make available the number or type of spaces or workplaces named in the Agreement at the time at which the Agreement begins, the liability of Büro Aktiv is limited to crediting the customer with a portion of the fees (which have been calculated for the service not provided or provided late) or to provide reimbursement per the customer's choice. This limitation of liability does not apply if Büro Aktiv acts in a deliberately or grossly negligent manner or has culpably violated a substantial contractual obligation which is so significant for the execution of the Agreement that the Agreement would not be executed without ("steht und fällt", cardinal obligation). Otherwise, the liability of Büro Aktiv for actions and failures, including such of the vicarious agents of Büro Aktiv, regardless of on what legal grounds, is ruled out for direct and consequential damages, provided and to the extent that no deliberately or grossly negligent behavior or the culpable violation of cardinal obligations is present on the part of Büro Aktiv. In particular, Büro Aktiv is also not liable for damages which occur as a result of the failure to render services due the mechanical or electronic defects, strikes, delay, lack of personnel or for other reasons relating to acts of God, provided and to the extent that no deliberately or grossly negligent behavior or culpable violation of cardinal obligations is present on the part of Büro Aktiv. Upon culpable violation of cardinal obligations, the obligation of Büro Aktiv to indemnify is limited in all cases to foreseeable damages typical to the Agreement. Finally, Büro Aktiv is also not liable for defects/shortcomings occurring after surrender which the customer did not report to Büro Aktiv and for the remedying of which he did not set a reasonable date for Büro Aktiv. If Büro Aktiv is not able to make available the number or type of spaces or workplaces named in the Agreement at the time at which the Agreement begins, the customer is furthermore entitled to terminate the Agreement without liability for damages.

### H Fees

The customer must pay the fees due for the booking and other utilization of the services of Büro Aktiv. These are constituted by the basic fees and the additional costs in accordance with the respective current, incorporated price lists of Büro Aktiv.

#### 1. Terms of Payment

The basic fees (Office Price; recurring services) are to be paid prior to the 01. of the relevant month previous to the service period in addition to the respective applicable VAT. The service fees for additional services for the past month must likewise be paid

in full according to the respective, current incorporated service price list in addition to the respective applicable VAT by the 10<sup>th</sup> of the following month. The total advance payment is due upon receipt of the invoice by the customer. The customer must make all payments exempt from charges for Büro Aktiv in Euros.

## **2. Annual Re-Establishment of Fees**

After each passing of 12 month of the Agreement, the agreed-upon basic monthly fee and the remuneration for additional services shall be re-established ("Re-Establishment"). The criterion for the Re-Establishment, taking fairness into account, is the change of the consumer price index as set by the Federal Department of Statistics for the cost of living of all private households for all of Germany (2000 = 100) or, if this is not continued, the index taking its place in comparison to the level of the index upon conclusion of the Agreement or the level at the time of the last Re-Establishment. Büro Aktiv shall inform the customer about the Re-Establishment by sending a commensurate, new (perpetual) invoice.

## **3. Delay in Payment**

In the event of delay in payment by customer, Büro Aktiv is entitled to demand interest in the amount of 5% annually over the respective prime rate of the Europäische Zentralbank (EZB) on the outstanding amounts. A possible right of the retention of the customer relevant to only a portion of the invoice does not relieve the customer for making proper payment of the remaining portion of the invoice. Moreover, the customer is only entitled to withhold or reduce payments due to incorrect invoice items or faulty services, provided and to the extent that Büro Aktiv acknowledges the incorrectness or faultiness, the customer has demonstrated the incorrectness or faultiness, or a court has made a legally binding determination regarding the incorrectness or faultiness.

## **4. Set-Off**

The customer may make set-offs with respect to claims to payment by Büro Aktiv only with such claims that have either been determined in a legally binding manner or are acknowledged by Büro Aktiv

## **5. Costs for Return Debits and Return Debit Notes**

If the customer should be responsible for costs for return debit notes on fees collected properly and according to Agreement by him, the customer owes Büro Aktiv a flat service fee of € 10,00 per event for the costs and expenditures incurred.

## **I Security Deposit**

The security deposit made at the beginning of the Agreement (two monthly rates) applies to all services ordered by the customer during the Agreement period and is collected as a security for the execution of the contractual obligation. Up until payment in full of the security deposit, Büro Aktiv is entitled to refuse to render the agreed-upon services. The security deposit is returned to the customer within 60 days after termination of the Agreement, provided that all claims by Büro Aktiv, with the exception of untitled legal expenses, have been met. Büro Aktiv reserves the right to demand an increase of the deposited security deposit if the outstanding fees exceed the deposited security deposit or fees due are regularly not paid by the due date. Büro Aktiv is not obligated to hold the security deposit in separate account. Büro Aktiv is entitled to the proceeds from the security deposit: in particular, Büro Aktiv is not obligated to pay interest on the security deposit.

## **J Insurance**

The customer is responsible for insuring the objects and documents brought by him to the Business Center, for insuring his employees and vicarious agents, and for insuring his liability for his own actions and action of his employees and vicarious agents.

## **K Duration of the Agreement, Basic Fee upon Extension**

The Agreement is concluded for the minimum term of three months (or: an indefinite amount of time). It shall hereby be respectively extended automatically by three months without requiring a separate declaration if one of the parties does not object to the extension in writing at most two months prior to the passing of the respective duration

## **L Termination of Agreement and Consequences of Termination of Agreement**

### **1. Objection of Extension of Agreement**

Either party may end the Agreement by means of a timely declaration of objection after the minimum term of three months or respectively at the end of each month during the extension period with effects as of the respective end of the Agreement form. The cancellation period is two months.

### **2. Extraordinary Termination**

Büro Aktiv may terminate the contractual relationship effective immediately for important reasons without keeping a notice period. An important reason for an extraordinary termination by Büro Aktiv is provided, in particular, if

- the customer is behind (default) in payments by more than on monthly fee;
- if judicial or extrajudicial proceedings for debt regulation are initiated over the assets of a customer or the initiation of the bankruptcy proceedings over the assets of the customer has been rejected for lack of estate ("Masse")
- if a substantial impairment or reduction of the liability base of the customer occurs with respect to his status upon conclusion of the Agreement;
- if the customer despite a written warning from Büro Aktiv continues with the use of the Business Center, the spaces or workplaces in violation of the Agreement which violates the rights of Büro Aktiv not only trivially, particularly if he entrusts use of the spaces or workplace to a third party without authorization or endangers the Business Center the spaces or the workplaces through inappropriate use or negligence of the required of him;
- the customer otherwise fails to comply with his responsibilities from the Agreement despite written warning and the rights of Büro Aktiv are not only trivially violated.

In the case of extraordinary terminations, Büro Aktiv is authorized to demand the spaces and workplaces back immediately notwithstanding the obligation to return of the customer and to demand that the customer continue with payment of the remuneration until return is complete. In the event of premature termination of the contractual relationship for which the customer is responsible he is liable for the loss in remuneration and other services for the time for which the contractual relationship had been concluded as well as for all other damages that Büro Aktiv incurs due to the premature termination of the Agreement. As minimum damages, Büro Aktiv may demand continued payment of the agreed-upon remuneration and possible additional dues until the lapse of the Agreement period, provided that Büro Aktiv is not compensated by other agreements with third parties. The customer remains free to demonstrate lesser damage.

### **3. Termination upon Non-Availability of the Business Center**

This Agreement is subject to the resolutive condition ("auflösende Bedingung") that Büro Aktiv is able to render its services and workplaces. If this is not (or no longer) possible for Büro Aktiv, particularly due to the termination of agreements with

proprietor or landlord of the building in which the Business Center is located, the Agreement ends automatically without requiring a separate declaration, provided that Büro Aktiv immediately informs the customer of the non-availability of the services. In this case, the customer must only pay the standard fees up until the time of termination as well as for the additional services used up to that point. In case of doubt, the definitive time of termination is the point in the time which Büro Aktiv indicates in the notice.

## **4. Rights and Obligations of the Customer upon Termination of the Agreement.**

Upon termination of this Agreement the customer must leave the spaces and workplaces in the condition in which he took them over, apart from normal wear, vacate them immediately and hand over all keys and transponders to Büro Aktiv. If the customer leaves objects, document etc. belonging to him in the Business Center, Büro Aktiv shall store them at the expense of the customer. If these objects, documents, etc. are not picked up within 14 days after written notice, Büro Aktiv may make use of or destroy them at the expense of the customer. If the customer continues to use the spaces and workplaces after lapse of the Agreement, this does not constitute an implicit conjoint extension of the Agreement. Nonetheless, Büro Aktiv may offer the customer a new agreement. Up until such a new agreement is concluded, the customer owes at least the office list prices indicated in the Agreement form, payment for the other services used at the last agreed-upon prices, as well as, in the event of culpable continued use or failure to vacate. The payment of all costs, expenses, liabilities and damages incurred by Büro Aktiv as a result of the continued use. Moreover, Büro Aktiv may demand an additional surcharge.

## **M Nondisclosure**

Both parties must maintain strictest confidentiality vis-à-vis third parties regarding the content of this Agreement and regarding any and all information and knowledge about the respective other party. This information and knowledge may only be used for the execution of this Agreement. However, this obligation to confidentiality does not apply to information that was demonstrably known to the parties prior to the time it was communicated/noticed in connection with this Agreement that was made available to the parties by an authorized third party prior to or after the time it was communicated by the respective other party for the purpose of free use and without obligation to secrecy, that was known to the public prior to the time it was communicated/noticed, or was generally accessible or that is subject to a legal obligation to disclose or one that was legally decreed by the authorities of courts. In any case, the parties must inform each other prior to any disclosure and mutually coordinate the process. These obligations also remain in force after the termination of the Agreement.

## **N Written Form and Changes, Partial Invalidity**

Any and all changes and amendments to the Agreement as well as formal notices must be made in writing. This also applies to the written form requirement itself. Changes to these terms of Agreement and other terms (particularly Service Price Lists) are announced to the customer in writing. They are regarded as having been incorporated into the Agreement if the customer does not raise objection in writing within a period of 2 weeks from receipt. Büro Aktiv shall clearly point this consequence out to the customer upon notification. In the event that one of the provisions of the Agreement and the other terms should be or become invalid in whole or in part, the validity of the Agreement particularly of these Terms and Conditions of Agreement and the other terms, remain otherwise intact. In such a case, the corresponding legal regulations take the place of the invalid or impracticable provision. Alternatively, the parties have the opportunity to replace the invalid or impracticable provision with a valid or practicable provision. The same procedure shall be followed in the event of a gap in the Agreement.

## **O German Law, Place of Jurisdiction**

The agreement is exclusively subject to German Law, with the place of jurisdiction being Munich.