

General Terms and Conditions of CONTORA company group

(as per October 2021)

A. GENERAL PROVISIONS

§ 1 Validity / Offers

- (1) These General Terms and Conditions shall apply to all - also future - contracts with entrepreneurs within the meaning of § 14 BGB (German Civil Code), legal entities under public law and special funds under public law for all services provided by CONTORA (= also referred to as service provider in the contract). General terms and conditions of the Customer shall not bind CONTORA even if CONTORA does not expressly object to them again after receipt. They shall also not become part of the contract through acceptance of the order.
- (2) The term CONTORA refers to all companies of the CONTORA Group, in particular CONTORA AG, CONTORA Deutschland GmbH & Co. KG, CONTORA Offices Hamburg GmbH & Co. KG and CONTORA Offices Düsseldorf GmbH & Co. KG.
- (3) Offers by CONTORA are subject to change. Online orders and enquiries via the website of CONTORA shall constitute offers by the Customer. The confirmation e-mail does not represent an acceptance of the contract, but solely the confirmation of the receipt of the order and request by the Customer.
- (4) If the Customer specifies the contractual services via the configurator of the CONTORA website and creates the contractual documents in this way, he shall first receive a confirmation of the content of the contract. With the confirmation of these contract documents by e-mail by the Customer, the contract is concluded in this case.
- (5) The services provided by CONTORA are - depending on the contractual relationship - the provision of office space, the provision of postal and secretarial services, the setting up of a virtual office or company headquarter and the provision of conference rooms. CONTORA provides the services in office centres at various locations. The specific location shall be specified in the contract. The premises are rented by CONTORA itself.
- (6) These General Terms and Conditions supplement the contract concluded with the Customer. In the event of contradictions between the provisions in the Contract and the General Terms and Conditions, the contractual provisions shall take precedence over the General Terms and Conditions.

§ 2 Commencement of contract / purpose of use / protection against competition

- (1) The contractual obligations of both parties shall commence at the time agreed in the contract. If no start of the contract is stated, the contract shall begin with the handover or the provision of services by CONTORA.
- (2) If the agreed commencement of the contract is delayed due to circumstances occurring after the conclusion of the contract for which CONTORA is not responsible (for example delayed completion or handover of the office premises), the Customer shall be released from payment of the remuneration. If the agreed deadline is exceeded by more than 6 months, the Customer shall be entitled to terminate the contract without notice. Beyond this regulation, the Customer shall not be entitled to any further claims against CONTORA, in particular no claims for damages due to the delay and/or lack of handover, unless CONTORA is guilty of intent or gross negligence.
- (3) Unless otherwise agreed, CONTORA shall provide the services for the Customer within the scope of the general purpose of use as office premises. A change of the purpose of use by the Customer shall only be permissible with the prior written consent of CONTORA.
- (4) The Customer shall obtain all necessary official permits and concessions in connection with its operation at its own expense, insofar as these relate to the person of the Customer and its company.
- (5) The Customer is not granted any protection against competition.

§ 3 Prices / Due date / Default of payment

- (1) Unless otherwise agreed, CONTORA's remuneration and prices shall be subject to value added tax at the statutory rate.
- (2) If no prices are stated in the contract, the basis shall be the respective valid price list of CONTORA.
- (3) The monthly service charge is calculated on the 15th of the month for the coming month, and any services used are invoiced on the 15th of the month in arrears for the period from the 15th of the previous month to the 14th of the current month. Payments of the monthly service fees as well as any services used shall be made no later than the 25th day of the month in which the invoice is issued.
- (4) Payments are made by SEPA company direct debit. If payment is made by bank transfer / standing order, a monthly processing fee of EUR 25.00 (Office) or EUR 10.00 (Virtual Office/ Business Club) plus VAT will be charged. The Customer agrees to the shortening of the notice period for SEPA direct debits to two days. In the event of a debit, return debit, rejection of a credit card or insufficient funds on a cheque given by the Customer, CONTORA shall be entitled to charge a processing fee of EUR 25.00 per transaction.
- (5) The service fee increases contractually every year in accordance with the development of the consumer price index for Germany, but at least by 5%.
- (6) In the event of a delay in payment CONTORA shall be entitled to charge default interest in the amount of 9 percentage points above the respective base interest rate. The assertion of further compensation for damages shall remain unaffected by this.
- (7) In the event of delayed payment CONTORA shall be entitled not to render its services until all due main and ancillary claims have been met, without CONTORA being liable for any damages incurred by the Customer as a result.

§ 4 Pre-tax deduction

- (1) The Customer assures that, in the event of the declared option for value added tax, it is entitled to full pre-tax deduction, i.e. that it will use the office space provided to it under the contract or the services utilised exclusively for the performance of services that permit pre-tax deduction. He undertakes to submit a corresponding confirmation of his auditor or tax advisor upon CONTORA's request.
- (2) Furthermore, the Customer undertakes to inform CONTORA immediately if the prerequisites for full pre-tax deduction no longer exist. Insofar as CONTORA loses its pre-tax deduction as a result of such turnover, CONTORA shall be entitled to levy a rental surcharge. In particular, the Customer shall be obliged to compensate CONTORA for any losses incurred as a result of the loss of the option by stating that the remuneration agreed in the contract (net plus VAT) shall be the gross sum without any separate statement of VAT.

§ 5 Security deposit

- (1) Upon conclusion of the Contract, the Customer shall provide security, the amount of which shall be specified in the Contract, for the performance of all obligations under this Contract by way of a cash deposit. This is an advance payment for future claims due from the Customer. The security deposit shall not be placed in a special account or escrow account and shall not bear interest.
- (2) The security deposit shall be due for payment immediately upon signature of the contract or at the time specified in the contract.
- (3) If there is an increase in the service fee during the term of the contract, CONTORA shall be entitled to demand a corresponding increase in the security deposit. CONTORA shall also be entitled to demand a reasonable increase in the security deposit if the Customer is in arrears with the payment of due remuneration and this exceeds the security deposit, or if due remuneration is repeatedly paid late.
- (4) CONTORA shall be entitled to refuse to hand over the premises or provide the services if the Customer has not provided the security. Notwithstanding the refused handover of the premises or provision of the services, the Customer shall be obliged to pay the service fee from the time when the handover of the premises or provision of the services could have taken place if the security deposit had been provided in good time. CONTORA's right to extraordinary termination shall remain unaffected (A. § 7 para. 3).
- (5) CONTORA shall be entitled - without prior notice - to satisfy itself from the security due to all due claims - both during the current contract and after termination of the contract. Should the security be claimed by CONTORA during the term of the contract, the Customer shall be obliged to replenish it without delay.
- (6) The security deposit shall be returned after the premises have been returned in accordance with the contract, if the contractual relationship has ended and CONTORA is not entitled to any claims arising from the contract.

§ 6 Offsetting, right of retention, reduction

- (1) Even for the period after termination of the contract and even after return of the premises, the Customer may only set off claims against claims arising from this contract that are undisputed or have become res judicata. The Customer is not entitled to a set-off against the security deposit or the claim for repayment of the security deposit during the contractual relationship and for claims until the end of the contract.
- (2) The Customer shall only be entitled to a right of retention or a right to refuse performance in relation to CONTORA's claims arising from this contract, and only if the claim on which the right is based is undisputed or has been established as final and absolute or is ready for a decision.
- (3) The assertion of a right of reduction by means of deduction from the contractually owed service fee is not permitted to the Customer, not even for the time after termination of the contract and after return of the premises. In this respect, the Customer is referred to the assertion of any claims for enrichment. The right of the Customer to sue for overpaid remuneration remains unaffected in this respect.
- (4) In any case, the Customer shall notify CONTORA in writing at least one month prior to the due date of the remuneration against which set-off or retention is to be made.

§ 7 Termination / End of contract

- (1) Ordinary termination by the Customer is not possible before the start of the contract and/or handover of the premises. In any case, the notice period shall only commence from the start of the contract.
- (2) Ordinary termination is not permitted before expiry of the fixed term stated in the contract. If a fixed term has not been agreed or if the contract is extended for a specific or indefinite period of time, the notice periods specified in the contract shall apply. Unless otherwise stipulated, the contractual relationship may be terminated with a notice period of 6 months to the end of the respective quarter.
- (3) The waiting period pursuant to section 580a of the German Civil Code (BGB) that the ordinary or extraordinary notice of termination is deemed to have been served in due time on the 3rd working day at the latest is excluded. Section 580a (2) to (4) BGB shall not apply.
- (4) The right to termination without notice for good cause shall remain unaffected. Important reasons justifying termination without notice on the part of CONTORA are, for example:
 - without a warning: payment arrears over a period of 3 weeks as well as the failure to provide the security on time;

- despite warning: violations of the house rules, transfer of rooms and facilities to third parties not approved in writing, criminal business object or conduct of the Customer, anti-competitive, immoral or disorderly object or conduct of the Customer within the premises or the Office Center, anti-competitive use of CONTORA's telecommunication lines, gross violation of contractual fidelity and secondary obligations or repeated simple breaches of contract
- (5) Both contractual parties shall be entitled to terminate the contractual relationship without notice if CONTORA is unable to provide the contractual services at the business premises specified in the contract (e.g. in the event of relocation). CONTORA shall inform the Customer of this in good time. In this case there shall be no mutual claims for damages.
 - (6) The notice of termination must be in writing in order to be effective.
 - (7) If CONTORA terminates the contract without notice in accordance with § 7 para. 4 for good cause, the Customer shall be obliged to pay the service fee until the contractually agreed end of the contract. Further claims of CONTORA remain unaffected. This obligation shall not apply to the period of time during which the office is being used elsewhere in an equivalent manner or for which a further use has failed to take place although a reasonably interested party was available. In the case of other services, expenses saved on the part of CONTORA shall be taken into account and credited.

§ 8 Liability / Limitation

- (1) CONTORA ensures the use of the premises within the framework of the existing usage permit for the contractually intended purpose.
- (2) CONTORA shall not be liable for defects in lighting equipment, electrical installations as well as circulating air, exhaust air and refrigeration systems in the area of the premises and the Office Center for which CONTORA is not responsible.
- (3) Should the use of the rented premises be temporarily impossible for technical reasons for which CONTORA is not responsible (in particular in the event of a failure of the ventilation or air-conditioning system and the like), the Customer shall not be entitled to assert any claims for damages.
- (4) Reduction of the remuneration and claims for damages of the Customer due to immissions or disturbances of the access to the building for which CONTORA is not responsible or due to construction measures of third parties outside the building shall be excluded.
- (5) The Customer shall only be entitled to claims for damages or reductions due to defects in the premises or disruptions in the operation of the building and its technical facilities if CONTORA is responsible for the defect or disruption intentionally or through gross negligence, or if CONTORA is in default with the rectification of the defect intentionally or through gross negligence.
- (6) This limitation of liability shall not apply to the extent that damages of the Customer are settled within the scope of the insurances concluded by CONTORA. It shall also not apply to personal injury for which CONTORA is responsible within the meaning of § 309 no. 7a BGB.
- (7) If the Customer is impaired or prevented from operating the premises or the Office Center in the sense of the contractually stipulated purpose of use for reasons that are based in his person, his operational circumstances or in his other sphere of risk, or if the impairment or impediment is due to official and/or statutory closure orders that do not have their cause in any conduct on the part of CONTORA or are not related to the specific premises and the Office Center, the Customer shall remain obligated to continue payment of the remuneration.
- (8) Otherwise CONTORA shall be liable in accordance with the statutory provisions for damages of the Customer caused by CONTORA or its representatives or vicarious agents intentionally or through gross negligence. Insofar as CONTORA is not charged with intent, the liability shall be limited to the foreseeable, typically occurring damage, however, to a maximum amount of € 50,000. This shall not apply in the event of culpable injury to life, body or health by CONTORA.
- (9) Claims for compensation by CONTORA due to changes or deterioration of the premises provided for sole or joint use shall become statute-barred 12 months after the return of the premises.

§ 9 Obligation of secrecy / Confidentiality

- (1) CONTORA undertakes to treat as confidential any knowledge concerning the Customer which it has acquired in connection with the contractual relationship and not to pass it on to third parties without the Customer's consent.
- (2) If the Customer belongs to a professional group that is subject to special confidentiality and secrecy obligations, CONTORA shall also comply with these obligations and inform its employees accordingly.

§ 10 Telecommunication services / data protection

- (1) A The address, business premises and telecommunication facilities, including the data lines of CONTORA, may not be used for the transmission or forwarding of anti-competitive, illegal or immoral contents or for criminal or otherwise unlawful purposes.
- (2) The Customer is responsible for the basic security and virus protection of his systems. He must ensure that these cannot be used for breaches of system or network security.
- (3) The Customer must ensure that services and information provided or requested by him do not infringe the intellectual property rights of third parties or legal provisions of any kind.
- (4) CONTORA shall not be responsible for the nature and content of the services to be provided by it in the name of and on behalf of the Customer.
- (5) CONTORA reserves the right to block access after unsuccessful warning if there is suspicion that illegal content has been disseminated via this access. If the Customer is at fault, CONTORA is entitled to delete the stored contents. In these cases, the Customer shall have no claim for damages or right to refuse performance against CONTORA.

- (6) The Customer is informed that in the context of contract administration, data relating to the contractual relationship is stored by means of electronic data processing (EDP) and processed in accordance with the statutory provisions of the GDPR and the BDSG.

§ 11 Amendments to the contract and severability clause

- (1) The contract contains all regulations agreed between the contracting parties. Verbal collateral agreements do not exist. Amendments and supplements to this contract must be made in writing.
- (2) Should any provision of this contract be void or voidable or ineffective for any other reason, the remainder of the contract shall nevertheless remain effective. It is known to the parties that, according to the case law of the Federal Court of Justice, a severability clause only leads to a reversal of the burden of proof. However, it is the express intention of the parties to maintain the validity of the remaining provisions in any case and accordingly to exclude the applicability of § 139 BGB altogether. In such a case, the contracting parties undertake to agree, instead of the void, voidable or ineffective provision, on a provision that comes as close as possible to its meaning and ensures a corresponding economic success.

§ 12 Place of performance and jurisdiction

- (1) The contract is exclusively subject to the law of the Federal Republic of Germany.
- (2) The place of performance shall be the respective location of CONTORA's Office Center stated in the contract.
- (3) The place of jurisdiction for all disputes arising from and in connection with this contract shall be Munich, unless an exclusive place of jurisdiction is opposed. CONTORA shall, however, also be entitled to take legal action against the Customer at the Customer's head office or branch office.

B. SPECIFIC PROVISIONS

The General Provisions apply to all contractual relationships listed below. The following provisions apply in this respect in addition to the previous General Provisions.

1. CONTRACT FOR THE PROVISION OF OFFICE SPACE

§ 1 Object of the transfer / condition

- (1) The subject matter of this agreement is the provision of office space, which is provided to the Customer for its sole use. However, the general areas (e.g. hallway, kitchen, conference rooms, reception, sanitary facilities) are provided for joint use with all other Customers in the Office Center. CONTORA is entitled to impose restrictions.
- (2) The concretely assigned office units result from the contract. If no specific designation has been made in the contract, the allocation of the office units shall be at the reasonable discretion of CONTORA.
- (3) CONTORA shall be entitled to assign another office unit to the Customer if this corresponds to the previous premises in terms of type, size and equipment. The intended relocation shall be notified with a reasonable period of notice - at least 10 working days.
- (4) The Customer takes over the rooms in a renovated condition as shown in the handover protocol. He undertakes to treat the premises and the furniture with care. The premises may only be used for the contractually agreed purposes. The Customer shall not be entitled to let the premises to third parties without the written consent of CONTORA.
- (5) The Customer shall obtain all necessary official permits and concessions in connection with its operation at its own expense, insofar as these relate to the person of the Customer and its company.

§ 2 Rights and obligations of the Customer

- (1) Smoking is not permitted in the Office Center. Pets are not permitted. It is not permitted to operate one's own coffee machines, ovens, microwaves, cookers or similar appliances in the office premises. Other electrical equipment and accessories used in a permissible manner on the business premises must comply with the statutory safety regulations for power distribution at workplaces in order to prevent damage. It is also not permitted to store or charge an electric scooter in the offices and/or the Office Center.
- (2) The Customer is not entitled to make structural changes, in particular alterations and installations.
- (3) The Customer shall not be entitled to register new companies and firms at the address of the Office Center without the prior consent of CONTORA. In the event of a breach of the above obligation, incoming mail may be rejected by CONTORA. Incoming telephone calls do not have to be accepted by CONTORA in this respect.
- (4) The Customer shall not be entitled to have decorative repairs carried out during the contractual relationship. CONTORA shall, however, be entitled to carry out decorative repairs for a given reason after giving reasonable notice, provided that the business operations of the Customer are not unreasonably impaired.
- (5) Name and advertising signs shall be affixed by CONTORA to the designated areas communicated by CONTORA in a design appropriate to the character of the Office Center. After termination of the contractual relationship, the signs shall be removed by CONTORA at the expense of the Customer.
- (6) The Customer shall behave in such a way that the use of other offices and other Customer are not impaired. In particular, noise and odour effects are to be avoided.

- (7) CONTORA or a person commissioned by it shall be entitled to enter the office premises if there is reason to check the condition of the premises or the technical equipment and the need for maintenance, or if there are other important reasons, in particular if there is suspicion of criminal offences or administrative offences. CONTORA shall give reasonable notice of such inspection. In case of imminent danger or for other important reasons CONTORA shall not be obliged to make the announcement.
- (8) The Customer shall be liable for all damage culpably caused by him, his employees and all other persons who call on him, e.g. tradesmen, suppliers etc.. Any damage must be reported to CONTORA immediately.
- (9) The Customer shall be obliged to take out and maintain public liability insurance. Upon CONTORA's request, the Customer shall provide proof thereof. If the Customer does not comply with this request within a reasonable period of time, CONTORA shall be entitled to take out business liability insurance at the expense of the Customer.

§ 3 Consequences of notice of termination and end of the contract

- (1) After termination of the contract, CONTORA and/or a person authorised by it shall be entitled to enter the office premises with interested parties during business hours after giving reasonable notice.
- (2) In the event of termination without notice for good cause according to A. § 7 para. 3 by CONTORA, CONTORA shall be entitled to enter the office premises for the purpose of eviction. The offices used shall be vacated within 3 days of receipt of the notice of termination. If this does not happen, CONTORA shall be entitled to have the office space vacated and to use it for other purposes. The costs of clearance and storage of any objects owned by the Customer shall be borne by the Customer.
- (3) In the event of termination without notice by CONTORA, the Customer shall be obliged to pay as compensation the service fees that would have been payable up to the contractual termination. This claim shall become due upon receipt of the termination without notice. A claim by CONTORA for compensation of further damages shall not be affected by this provision.
- (4) After termination of the contractual relationship, CONTORA shall continue to provide telephone forwarding and mail forwarding services for the Customer for further 3 months. The amount of the monthly service fees for this shall be based on the then valid price list plus any services used, which shall be invoiced in accordance with the then current price list.
- (5) Furthermore, the Customer is prohibited from continuing to use the Office Center address, telephone and fax numbers after termination of the contract. The use within the scope of a forwarding order remains unaffected. The Customer will change trade register and business registrations without delay.
- (6) Furthermore, the Customer shall be prohibited from further using and making publicly accessible photographs and images of CONTORA's locations as well as the interior and rented areas after termination of the contract.

§ 4 Return of the office premises

- (1) Upon termination of the contractual relationship, for whatever legal reason, or if the Customer moves to other premises of the Office Center at his own request, the office premises are to be returned by CONTORA to a condition in accordance with the contract at the expense and instigation of the Customer. Return in accordance with the contract means in particular:
 - Clearance and basic cleaning of the office premises including a cleaning of the carpet;
 - Repair of all damage in and to the office that goes beyond wear and tear caused by ordinary and contractual use. This includes in particular the repair of furniture damaged by the Customer. If repair is not possible, the Customer shall replace the furniture;
 - Removal of all structural facilities and ancillary facilities erected by the Customer, even if these are additions to CONTORA's own structural facilities. This also includes the removal of any existing cables;
 - Removal of the installations and conversions as well as technical and other facilities created by the Customer;
 - Removal of all name and advertising signs and advertising structures installed by or for the Customer and repair of any damage caused thereby;
 - Return of all keys and/or electronic access cards, including those made in-house. The Customer shall not be entitled to a right of retention in this respect.
- (2) CONTORA shall be entitled to demand compensation from the Customer for the costs of carrying out the necessary work instead of the termination measures mentioned under B.1. § 4 para. 1. CONTORA shall also be entitled to a compensation amount if the measures would be destroyed again by a reconstruction after the end of the contract.
- (3) A joint return protocol shall be drawn up for the return of the office premises. If the Customer fails to attend the return appointment despite being requested to do so, CONTORA shall send the return protocol to the Customer together with the description of the condition. The Customer shall raise objections to this description of condition within 4 weeks of receipt. After this period, he shall be excluded from raising objections if CONTORA has expressly pointed out this effect in the sending of the return protocol, stating the deadline.
- (4) The Customer shall not be entitled to assert any claims (e.g. compensation for use) against CONTORA arising from the termination of this contract and the contractual eviction.
- (5) Return of the rooms before termination of the contract does not release the Customer from the obligation to fulfil the agreed contractual obligations, in particular payment of the service fees, until the end of the contract.

2. VIRTUAL OFFICE / HEAD OFFICE CONTRACT

§ 1 Subject matter of the contract

- (1) The subject of this contract is the use of a virtual office, which entitles to the use as a business address, use of a telephone number as well as further office-typical services.
- (2) Insofar as a registered office is additionally the subject of the contract, this contract shall entitle the Customer to use the business address of CONTORA's location and to be entered in the commercial register. In addition, the Customer shall be provided with a permanent facility for the permanent storage of business documents.

§ 2 Rights and obligations of the Customer

- (1) In addition to A. § 3 para. 5, CONTORA shall only be obliged to provide the services after settlement of the first invoice and provision of security.
- (2) The Customer shall not be entitled to register new companies and firms at the address of the Office Center without the prior consent of CONTORA. In the event of a breach of the above obligation, incoming mail may be rejected by CONTORA. Incoming telephone calls do not have to be accepted by CONTORA in this respect.
- (3) The Customer is prohibited from further using and making publicly accessible photographs and images of CONTORA's locations as well as of the interior and rented areas after termination of the contract.

3. CONTRACT FOR THE USE OF CONFERENCE ROOMS

Insofar as the subject of the contract is the sole use of conference rooms independent of any other contract, the service fee shall be due in full in advance for immediate payment. If payment is not made, CONTORA shall not be obliged to make the conference room available. The calculation of the additional services used shall take place following the use within the scope of a final invoice.