

## General Terms and Conditions

### § 1 General matters

(1) These General Terms and Conditions apply to all services provided to customers and contractors by Deutsche Bureau AG at Friedrichstrasse 171, 10117 Berlin, hereafter "Office Club." Differing or contrary terms shall not apply except if expressly agreed upon by Office Club in writing. These General Terms and Conditions also apply if Office Club provides services to the customer without reservations in knowledge of contrary or variant terms and conditions of the customer.

(2) Office Club offers its services to business customers only. A business customer is defined as natural or legal person or partnership with legal personality who/which acts within his trade, business or profession when entering into legal transactions.

(3) The Office Club membership / contractual relationship cannot be transferred in accordance with these terms and conditions. An assignment of rights or other disposition of the customer's rights under the contract is excluded. The customer may not provide key cards, transponders, RFID cards or keys (hereinafter referred to as access media) to third parties for use.

### § 2 Scope of services

(1) Office Club's main business objective is the provision of work space including internet access, conference rooms, business addresses, business namesigns, lockers, technical infrastructure as well as complementary services by third parties.

(2) Limits on use and time restrictions depend on the type of contract. Contracts for flexible workspace (type „Hot desk“) do not guarantee availability of a workspace at all times. Prices and conditions of Office Club services are available at [www.officeclub.com](http://www.officeclub.com).

(3) Workstations are equipped with: table, chair, electricity, internet access.

(4) Prior to the contractual agreement, the customer is responsible for examining and confirming the functionality of all equipment.

(5) Workstations may be used by the customer only for designated uses. Uses beyond the stated purpose require the express written consent of Office Club. A violation of this provision entitles Office Club to an immediate termination of contract.

(6) After using a workstation, the customer is responsible for removing all effects and cleaning the work space if necessary.

### § 3 Conditions of access and codes of conduct

(1) Depending on the chosen plan/membership access to Office Club premises is granted during regular business hours or at any time.

(2) The loss of a key card must be reported immediately. Delayed payment entitles Office Club to deny customer access until the balance is paid (see also § 6 section 6).

(3) Office Club reserves the right to expel customers in the event of unethical, inappropriate or generally harmful behaviour. The current house rules apply in addition to these terms and conditions.

(4) Customer check-in constitutes a full calendar day, regardless of the number of hours spent on the premises.

### § 4 Customer registration

(1) Office Club operates the website [www.officeclub.com](http://www.officeclub.com), which offers online booking. Customers wishing to sign up online must agree to the General Terms and Conditions before the contract comes into force. Office Club reserves the right to an identity verification of the customer or its legal representative(s) by way of reasonable measures (e.g. presentation of identity cards, postal identification procedure or similar), a solvency check and the provision of securities. Passing these checks is an essential requirement for the contract to come into force. To ensure safety and minimise the risks to persons and property Office Club also reserves the right to check the customer's identity when he/she enters the building. The password provided upon registration must be kept secret and may not be shared with third parties. Information requested in the application data must be complete and accurate. The registration of a legal person shall be made only by an authorized representative. Should data be modified after the application the customer is obliged to inform Office Club of the changes without delay. This applies in particular to changes in his address, telephone availability, bank account details, legal form, legal representation and other matters of comparable importance for the contractual relationship. The customer is responsible for any costs incurred and/or damage caused due to omission of data.

(2) Upon conclusion of contract the customer allows Office Club to inform him/her of activities regarding the company and its services on a regular and/or an occasional basis. This consent may be revoked at any time. Office Club assumes no responsibility for content shared on communication platforms made available to the customer and reserves the right to exclude him/her from these services at its discretion.

### § 5 Conclusion of contract

(1) Following customer registration a contract reflecting the plan/membership chosen by the customer will come into effect with Office Club. The contract shall be concluded for an undetermined period unless expressly agreed otherwise.

(2) The final contract is concluded in writing or via the online booking procedure. With online booking, clicking the button "Bestellung abschicken" („Place order“) constitutes an order for a binding contract with Office Club. Before placing the order, the customer can change the data at any time. The application may only be submitted if the customer accepts these terms and conditions, as reflected in the application.

(3) Formalization of the agreement between the customer and Office Club follows a written confirmation issued by Office Club, either by letter or email.

(4) Office Club may also require the customer to submit commercial, corporate, and / or tax law documents as proof of his status as an entrepreneur. Until the arrival and subse-

quent examination of said documents, Office Club is entitled to delay the activation of particular services. If Office Club does not accept a customer, the customer still has to pay for services already delivered according to the respective, valid price list.

(5) The customer may only exercise business activities connected with services provided by Office Club under the (company) name given in the contract. Exercising those business activities under a different (company) name may only be exercised upon written approval by Office Club even if the exercising persons are identical.

(6) The customer acknowledges that Office Club may request data from SCHUFA or other business data agencies. The customer agrees that Office Club may share information with these agencies in return if actions have been initiated (e.g. in cases of late payment, information queries, foreclosures). Office Club is entitled to demand proof of the customer's identity and the identity of its legal representatives prior to / after a conclusion of contract. The customer commits to collaborate in this matter.

(7) Technical equipment and other furnishings are provided in flawless working condition to customers by Office Club. Equipment and furnishings are regularly tested and serviced. Customers agree to handle all technical equipment and furnishings as well as the interior and exterior of rooms and the building with care. Improper use is prohibited. Any damages will be charged to the responsible customer.

(8) The customer agrees to abide by all applicable local, national and pertinent international laws and directives, particularly German law, including in transfer of data performed at Office Club, and agrees to report any violations. The customer is solely responsible for all acts and omissions with regards to internet usage.

(9) The customer is subject to legal restrictions regarding the query, storage, transmission, distribution and presentation of certain content, in particular copyright restrictions. Copying, distributing or downloading copyrighted material is strictly prohibited. Should violation of the foregoing obligations lead to damages to Office Club, the customer is obliged to remunerate Office Club for damages and hold Office Club harmless from claims of third parties.

### § 6 Rates and terms of payment, security deposit

(1) All Office Club prices are net prices and do not include the respective applicable sales tax. Additional services are to be paid for separately. The prices/conditions for these services are listed separately on [www.officeclub.com](http://www.officeclub.com) or at the local office. Office Club reserves the right to adjust prices and terms at any time.

(2) Invoices can be paid via: Direct debit from bank accounts meeting the SEPA criteria, credit cards (Mastercard, American Express, VISA), or Paypal. Cash is not accepted. Should the method of payment differ from this, Office Club is entitled to charge a fee of € 3.50 per invoice. Office Club reserves the right to not accept particular forms of payment without specifying the reason. Invoices may contain services not billed in the previous months.

(3) The customer revocably authorises Office Club to collect the service costs as well as a security deposit, if agreed, after the due date either from a current account to be in-

indicated by the customer or from a credit card account. If and to the extent this is necessary, the customer shall grant Office Club a SEPA-direct debiting authorisation or a direct debiting authorisation for a credit card account. In case of payment by credit card a third party may act as billing service for Office Club.

(4) In the case of non-payment of direct debits and late credit payments, a flat fee of EUR 10.00 per case will be charged to the customer. Claims of higher damages are not excluded.

(5) Invoices are payable in full within 14 days from the date of invoice. After 15 calendar days following the date of invoice, the customer is in default. In case of default, Office Club is entitled to charge the customer interest at a rate of 8 percentage points above the rate of the European Central Bank (or the subsequent interest rate). If Office Club is able to prove a higher loss, it is entitled to claim it.

(6) In case of default, Office Club is entitled to suspend services until the final settlement of the outstanding invoice and to deny the contracting party the right to use the center and to refuse access to it and, where applicable, refuse access to the customer's office room. The obligation to pay usage-independent fees, in particular the monthly fee, is unaffected by suspension of services.

(7) The customer may contest an invoice in writing within six weeks from the date of invoice. Written objections do not entitle the customer to recover amounts already paid (including via automatic transfer/debit). Should Office Club accept the customer's objections in whole or in part, overpayments will be refunded to the customer. Should the customer permit a return automatic transfer, costs thereby incurred for Office Club will be the responsibility of the customer, and Office Club is entitled to terminate the contract for significant inconvenience (see also § 6 section 4).

(8) The customer is entitled to offset only if the customer's claim has been legally established or recognized by Office Club. Furthermore, the customer is entitled to exercise this right of retention only insofar as the claim is based on the same (single) contract. Office Club has the right to offset with and against due and nondue claims, whatever the legal grounds therefor.

(9) Should usage fees exceed € 250.00 per week, Office Club is entitled to change the billing cycle to weekly invoicing or to demand a security deposit. The security deposit does not bear interest.

(10) When Office Club issues access media, the customer is liable for purchases made with it, as well as for damages resulting from unauthorised access by third parties. The loss of an access medium must be reported to Office Club immediately. The customer is fully liable for any damage incurred up to the time of reporting the loss. Lost access media will be blocked immediately and a new access medium issued. The replacement cost for a Club card (RFID card) is at least €10. The cost for other access media depends on the costs charged to Office Club by third parties, plus an administrative fee of €10. Additional Club cards can be added for €10 per month.

(11) A registration fee is due upon contract signing or the online conclusion of registration. Ongoing membership fees

are due in advance, monthly. Membership fees are for standard services based on the chosen plan/membership and are independent of actual use of services.

(12) Should the customer exceed the number of days, hours or other units included in the plan, automatic calculation of the extra costs incurred will appear in the customer's account. Any days or similar units beyond those included in the chosen plan/membership will be calculated at the rate given for these additional units, as specified by the valid price list.

(13) If Office Club is required by law or by a final court decision to provide third parties with information about the subject, nature or scope of the contractual relationship (e.g. to investigating authorities), it shall be entitled to charge the customer an expense allowance of € 30.00/hour for the expenses incurred in this connection. The customer shall be free to prove that no such expenses were incurred at all or that they were significantly lower than this lump sum.

## § 7 Business address services

(1) With booking confirmation for the product „Business address“ the customer purchases the right to use the provided address as specified: The business address may not be used for registrations in public directories (e.g. commercial registers) except when the address is explicitly specified as postal address or the one of a non-independent branch office and the headquarter's address is indicated. With booking confirmation for the product „Virtual Office“ the customer purchases the right to use the provided address as the company's head office. The customer may under no circumstances use provided addresses after the termination of the corresponding contractual relationship with Office Club. Should the customer use the address for more than six weeks beyond the term of contract Office Club may impose a fine of € 800.00 per month for as long as the address is actively used (e.g. on the customer's website). Office Club reserves the right to take legal steps.

(2) Use of the „Virtual Office“ or „Company Domicile“ product is not permitted if only the „Business Address“ service has been booked. If the customer violates this provision, the charge for the „Virtual Office“ or „Company Domicile“ product shall be deemed to have been agreed from the time and for the duration of the unauthorized use in accordance with the applicable price list.”

(3) The customer is solely responsible for that all legal regulations relating to commercial law, fiscal law etc. are complied with. Office Club assumes no liability in this regard.

(4) Office Club accepts incoming postal items to the address provided on behalf of the customer, provides the required infrastructure and informs the relevant service providers to make sure that all accepted postal items eventually reach the customer. Office Club assumes no liability for mistakes made by third parties. Before Office Club may provide mail handling services the customer has to sign and submit the corresponding „Power of attorney (mail handling)“ document.

(5) Postal items accepted include letters and post cards as well as postal packages. Bulky goods and oversized packages will not be accepted. Office Club is not obliged to accept registered mail or deliveries or to make advance payments for the customer if this may entail payment or

other obligations for Office Club. Acceptance of items with a weight of more than 5 kg is at Office Club's discretion. Customer are informed about all postal packages accepted on their behalf. Starting the third weekday after the acceptance Office Club will charge a storage fee per day and package. Office Club reserves the right to store postal items accepted on behalf of the customer for a maximum of 90 days. Afterwards and without any respective acknowledgement from the customer Office Club is entitled to dispose of the items at his/her's expense.

(6) Office Club is given an appropriate amount of time for the mail handling. Short-time delays caused by limited capacities or sudden increases in mail traffic not caused or to be foreseen by Office Club are reserved. An optional mail forwarding service will be carried out according to the customer's specifications made during the booking process or as agreed upon afterwards.

(7) Regarding the optional „scan service“ a signed copy of the „Agreement for data processing on behalf“ has to be submitted in order to start the service delivery on the part of Office Club. Office Club cannot guarantee that opening postal items on behalf does not infringe legal regulations, ethics or professional codes (e.g. of a person subject to professional confidentiality) or the sender's data security. In case of liability claims from third parties against Office Club the customer is obliged to indemnify and hold harmless Office Club internally.

(8) The customer informs Office Club with reasonable notice when a mail volume higher than the usual mail volume is foreseeable. Without respective notice Office Club is entitled to limit the service to the usual degree. The customer will be immediately informed about this circumstance.

(9) The customer agrees to immediately inform Office Club should the forwarding address change and to make sure that mail forwarded by Office Club reaches him/her in a timely manner.

(10) Upon termination of the contract, the customer is obliged to immediately request a mail forwarding address with the post office to ensure that no more mail will be sent to Office Club. Office Club is entitled to refuse to accept mail or to charge a reasonable fee for processing it after termination of the contract.

(11) When signing up for a „Business Address“, „Virtual Office“ or „Company Domicile“, customers are required to complete and submit a data collection form, a money laundering act (GwG) information sheet, a business registration form and a copy of the ID of the signing person.

(12) Notwithstanding the customer's obligation to provide Office Club with a completed and signed postal power of attorney and a correctly completed and signed anti-money laundering form (including, if applicable, further required proof, such as a valid ID card, passport, transparency register extract or business licence), the contract is deemed to have been concluded even without the submission of these documents. In this case, the agreed fees will still be charged. It is the customer's responsibility to provide the required documents as soon as possible.

(13) If mail is not forwarded to the customer because the customer has neglected their obligation to provide a for-

warding address as per §7 point 6, Office Club reserves the right to destroy the mail three months after it is received. If Office Club has another means of contact (telephone, email), Office Club will only destroy the mail after notifying the client of the destruction. The above also applies if the conditions of §6 point 6 are met and Office Club has notified the customer in advance and in good time of the destruction and given the customer the opportunity to enable forwarding by settling the outstanding items or to collect the mail in person.

## § 8 Privacy Policy

For all of the provisions regarding data protection, see the separate Privacy Policy at [www.officeclub.com](http://www.officeclub.com). By accepting these General Terms and Conditions the customer accepts these provisions as well.

## § 9 Termination / Contract duration

(1) Both parties may terminate the contractual relationship during the first year of the contract up to 30 days before the end of the respective contract period without stating reasons, and from the second year of the contract up to three months before the end of the respective contract period. The cancellation date will be the last day of the agreed contractual relationship or the last day of the calendar month, whichever is later. The right to early cancellation for good cause remains unaffected for both sides and in all cases. All cancellations must be made in writing. It is not possible to refund or transfer any credit balance.

(2) Office Club may immediately terminate the agreement without notice if grounds for termination exist. This may occur should a customer default twice on payment obligations, should he be in breach of contractual obligations or use the premises or services provided by Office Club for purposes which infringe rules and regulations or the rights of third parties. It may furthermore occur should the basis of rights to use be dissolved (with the end of the usage/rental contract), should Office Club not be given permission by its landlord to lease to the customer, should the customer violate house rules or should Office Club have terminated contracts with the customer, legal predecessors, legal representatives, management personnel or employees before. It may furthermore occur, if insolvency proceedings are commenced against the customer's assets or if the customer files for judicial or extrajudicial insolvency proceedings or if such proceedings are dismissed for lack of assets. Furthermore, if there are considerable and comprehensible indications that the customer's business conduct is contrary to morality (§ 138 BGB) or a statutory prohibition (§ 134 BGB). It may furthermore occur, if the customer changes the address given at the conclusion of the contract and does not proactively inform Office Club within 14 days. A P.O. box or comparable is not an address deemed adequate in this context. Office Club is entitled to avail itself of lessor's lien for all defaulting debtors.

(3) The customer may terminate the contract without notice with immediate effect if the dissolution of the contractual relationship is anticipated.

(4) Should the customer have grounds for extraordinary termination, Office Club is entitled to withhold pre-paid membership fees, to make claims for compensation and to deny the customer access to all premises.

(5) Should a contractual agreement not be terminated in due time the term of this agreement will be automatically renewed based on the terms and conditions agreed upon.

(6) Office Club may give notice of termination in writing or text form. A written notice of termination shall also be deemed to have been received if it was sent to the last address specified by the customer but could not be delivered there or was not accepted.

(7) The customer's failure to use the services of Office Club cannot replace an explicit termination of the contractual relationship, even if that lack of use has continued for an extended period.

## § 10 Contract execution

(1) In exceptional cases, Office Club is obliged to make its workplace available to the customer for events. The event must be announced to the customer in advance within a reasonable period of time (at least 24 hours in advance). The announcement can be found in the online calendar on the website and/or on a notice board at the office location.

(2) Customers are prohibited from subletting their work spaces to any third party.

(3) Changes to the work space that do not encroach on the building, fixtures, installations, or plumbing and lighting systems, are permitted only with written approval by Office Club and at the customer's expense. The customer is obligated to restore the work space to its original state using professional services, at the request of Office Club or at the latest, upon taking leave of Office Club. The customer is not entitled to claim a refund for expenses even in the case that Office Club does not request restoration of the work space to its original state. Once proposed changes are approved by Office Club any required official permits are the customer's responsibility to obtain with pertaining costs likewise borne by the customer.

(4) Office Club may undertake repairs, renovations and structural changes that are required to maintain or expand the building or workplace, or to eliminate hazards or repair damage, after giving reasonable notice to customers and in consultation with the client regarding scheduling. In cases of imminent danger, the consent of the customer and advance notice is not required. In this case the customer is also obliged to make his work space available and to evacuate immediately if necessary. Any resulting costs (for equipment replacement, or loss of income) are borne by the customer. In the case of necessary repairs or work the customer may not claim a reduction in usage fees. Claims for damages are likewise excluded, except when the use of workstations is impeded for an unreasonable time period.

(5) Office Club shall not be liable in cases of discontinuation or delay in service provision as a result of force majeure, labor disputes and other reasons outside Office Club's control. Force majeure shall also include strikes, lockout and any other interruptions, traffic jams, weather conditions, failures in internet and other communication networks, partial or complete destruction of buildings and sovereign measures.

(6) The customer agrees to acknowledge all services he commissioned Office Club to deliver and also those that go beyond a contractual agreement without a previous order

confirmation. Office Club is entitled to have all contractual obligations be carried out by third parties.

## § 11 Warranty, liability

(1) The customer should thoroughly inspect the work place before concluding a contract. Depending on the chosen plan/membership the work space may be located in an open-plan office and may therefore not be self-contained. Having noted these conditions, the customer therefore dispenses with any claims possible under §§ 536, 536a BGB. Any claims for reduction in usage fees are likewise excluded. Office Club does not guarantee the condition of a particular work space for the duration of the contract. With the contract commencement the customer acknowledges that the work space includes all equipment as described.

(2) Office Club bears no liability for financial losses resulting from transmission errors between customers or their customers and employees of Office Club is excluded, in particular, if the customer has not fulfilled his obligation to avoid or mitigate damages and/or has not transmitted change orders in writing. The liability of Office Club for damages caused by failure, impairment or faulty operation of systems and equipment of third parties - in particular telecommunications service providers such as Deutsche Telekom AG or mobile network operators and service providers - as well as force majeure is excluded.

(3) In all cases during the course of regular business in which Office Club is liable, due to contractual or statutory basis, for the claim for damages or reimbursement of expenses, Office Club shall be liable only when Office Club's agents are culpable of willful or gross negligence or injury to life, limb or health. This does not affect the liability for culpable violation of essential contractual obligations and guarantees. However, liability is limited to predictable, typical damage. The liability for consequential damages including loss of profits or damages of third parties is excluded, unless Office Club is culpable of willful or gross negligence.

(4) Office Club is not liable for the infringement by third parties upon intellectual property rights of customers' work or infringement occurring with the transmission of data and data carriers. The customer is responsible for ensuring that all competition, copyright, trademark, privacy or other legal violations are not the responsibility of Office Club. If Office Club receives notice of such violations the contract with the customer will be terminated immediately. In the event of any violation, the customer holds Office Club harmless from any claims by third parties. In the event that Office Club is sued by any third party as a result of an infringement claim, the customer must reimburse the costs of statutory attorney fees.

(5) The customer is responsible for sufficiently safe closure of rented cabinets, drawers, etc. Office Club is not liable for stolen items and accepts no liability for clothing hung in wardrobes or on coat hooks.

(6) The customer expressly agrees to waive any claims for direct or indirect, special, incidental, consequential or punitive damages, including loss of revenue, profits, businesses or data associated with the agreement, a non-performance of services envisaged by the agreement by mistake or omission, for example a non-performance or unpunctual performance of delivery services (e.g. mail), or associated with a

discontinuation of these services.

(7) All claims for damages against Office Club must be asserted by the customer within 6 months of the customer's knowledge of the circumstances giving rise to the claim - but no later than 5 years after they arose, irrespective of knowledge. This does not apply in the case of injury to life, health or freedom, or in the case of liability for intent.

(8) Office Club does not grant the client any protection against competition or rivalry with regard to the services it provides.

(9) Insofar as the liability of Office Club is excluded or limited in accordance with the above provisions, this also applies to the liability of Office Club's employees, representatives and vicarious agents.

#### **§ 12 End of the contractual relationship**

(1) The customer is obliged to treat the rented items with care and to return them to Office Club in a clean and contractually agreed, defect-free and usable condition. The customer is liable for any damages or lost equipment. If the customer fails to clean the office prior to departure, a cleaning fee of €150 per workstation or €350 per office will be charged. Alternatively, the actual costs incurred to restore the original condition or repair an item or device plus an administrative fee of 15% of the costs incurred will be charged.

(2) The customer is obliged to return all access media to Office Club upon request. If the customer does not fulfil this obligation or does not do so in a timely manner, Office Club can make the work areas accessible and clean them. Office Club can store or remove any items or documents left behind at the customer's expense if they are not removed despite a request to do so. There is no obligation to store them. Equipment, facilities and accessories are to be returned in a usable condition. Office Club reserves the right to dispose of mail received for the customer after a period of four weeks from the end of the contract if it has not been collected by then or a valid forwarding address has been provided. Any costs incurred for the disposal of the mail will be charged to the customer.

(3) Should the customer not evacuate the work space on time, the customer is liable for all costs incurred due to the late return, even should these exceed the loss of regular usage fees, and at least for the amount of the monthly cost of the work space.

#### **§ 13 Changes to the General Terms and Conditions**

Office Club is entitled to change prices, service descriptions and terms and conditions with a notice period of 14 days (fourteen) in advance. The changes will be communicated to the customer by email or on his customer portal at [www.officeclub.com](http://www.officeclub.com). The use of email notification fulfils the requirement for written notification. If the customer does not object to the changes in writing within 14 days of receiving the notification of changes, the amended terms and conditions are considered accepted (tacit agreement). The customer hereby expressly agrees to this. In the event of an objection by the customer, the contract will be terminated on the next possible cancellation date or the previous terms and conditions will continue to apply. The decision on this is at Office Club's discretion.

#### **§ 14 Objections to the calculation of the compensation for services rendered, counterclaims**

(1) The customer shall raise objections to the calculation of the service charge in writing and without delay, but no later than within 14 days of receipt of the invoice. The invoice shall be deemed approved if the customer has not objected to it within this period. Office Club shall draw the customer's attention to the deadline and the consequences of non-compliance in each invoice. Legal claims remain unaffected.

(2) The obligation to pay shall remain in force even if objections are raised, as long as Office Club does not recognize the objections as justified, has not made a substantiated statement on the objections within a reasonable period of time or the objections have been established by a final court decision. In particular, the customer is not entitled to claim back any amounts already paid (return debit note).

(3) The customer may only offset claims of Office Club against undisputed counterclaims or counterclaims that have been declared final and absolute by a court of law. The customer may only assert a right of retention or a right to refuse performance based on undisputed counterclaims or counterclaims that have become res judicata. The customer may only exercise a right of retention if his counterclaim is based on the same contractual relationship.

#### **§ 15 House rules, hours of operation, etc.**

(1) Office Club is entitled to change individual offerings/services, but not essential components, providing the changes are reasonable to Office Club customers.

(2) Office Club keeps customers informed about hours of operation and available services. The hours of operation can - if necessary and reasonable - be lengthened or shortened, as in the case of holidays or during renovations or repairs. Office Club will announce changes in hours of operation or closure of premises with reasonable advance notice.

(3) The customer is obliged to obey the instructions of Office Club staff and to abide by house rules. Blatant and/or repeated violations authorize Office Club to ban the customer without notice. Office Club reserves the right to make reasonable changes to house rules.

#### **§ 16 Events and Conferences**

(1) Booking of event space including conference rooms is subject to separate terms and conditions which may be viewed at any time on the company's website.

(2) Office Club shall provide the customer with conference rooms at the locations subject to availability and based on a separate agreement. The costs, size and equipment to be paid by the client for the use of a conference room are governed by the relevant list of prices and services.

(3) If no conference rooms are available at a requested time, there is no entitlement to provision. However, the client is entitled to preferential consideration for alternative dates. If Office Club has already confirmed a booking to the client, it shall be entitled to allocate the client a conference room of equal or higher value at the same price instead of this room.

(4) The client undertakes to leave the conference rooms on time at the end of the agreed period of use. Exceeding the

time of use is permitted only with the express consent of Office Club and, in this case, upon payment of the corresponding fee. Even if the time of use is exceeded without prior agreement, the client must pay the fee for such separate use as set out in the schedule of services. Office Club reserves the right to claim damages in excess of this.

#### **§ 17 Final Provisions**

(1) This contract is governed by the laws of the Federal Republic of Germany excluding the United Nations Convention on Contracts for the International Sale of Goods. Unless otherwise agreed, this shall also apply to the determination of times of day, public holidays or other temporal or spatial factors.

(2) The customer grants Office Club permission to name them as a reference customer in press releases and for other purposes, and to use the company name, logo and general information about the cooperation in communication and advertising materials (e.g. website, presentations, flyers). The customer warrants that he is entitled to grant the necessary rights to use the provided logos and materials and indemnifies Office Club from all third-party claims that could be asserted in connection with the use of these materials.

(3) Changes to this agreement must be in writing. All other forms are excluded. This also applies to appeals for the amendment of the requirement for written notice. All terms and conditions of the customer are not acknowledged, even when not expressly contradicted by Office Club. If laws, including those that are dispositive, necessitate the modification or adjustment of individual regulations of this contract, the parties agree to replace the old system with new rules until a separate new provision has been established.

(4) Should any provision of these Terms and Conditions or of the contract concluded with Office Club be invalid, the validity of the remaining provisions shall not be affected. The fully or partially invalid provision shall be replaced by one that is as close as possible to the invalid provision and that is in keeping with the intention of the parties. The same applies in case of an omission.

(5) Berlin will be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contract relationship (excluding the United Nations Convention on Contracts for the International Sale of Goods).

(6) The binding version of these Terms and Conditions is the version in German language. Only this version is authoritative for the content of these Terms and Conditions and the rights and obligations arising from them. Versions in other languages are non-binding translations that serve information purposes only.

(7) Insofar as these General Terms and Conditions must be in text form, Office Club shall be deemed to have complied with this requirement if the declaration was transmitted to the customer in electronic form through the customer portal at [www.officeclub.com](http://www.officeclub.com) or through the mobile app. The declaration shall be deemed to have been received, even if it has not been retrieved by the customer, no later than two weeks after receipt through the customer portal or through the mobile app. This also applies to all other declarations within the scope of the contractual relationship, unless a

stricter form than text form is required - including, in particular, the written form.

As of November 2024