

General Terms and Conditions of ecos work spaces in Stuttgart

A. General Terms

§ 1 Validity/Offers

- (1) These General Terms and Conditions apply to all - including future - contracts with entrepreneurs within the meaning of Section 14 BGB (German Civil Code), legal entities under public law and special funds under public law for all services provided by ecos work spaces in Stuttgart (= also referred to as service providers in the contract). General terms and conditions of service recipients (= service recipients) shall not be binding on ecos work spaces in Stuttgart even if ecos work spaces in Stuttgart does not expressly object to them again after receipt. Nor do they become part of the contract upon acceptance of the order.
- (2) The name ecos work spaces in Stuttgart refers to the company BMS Büro & Marketing - Service GmbH.
- (3) Offers from ecos work spaces in Stuttgart are non-binding. Online orders and inquiries via the websites of ecos work spaces in Stuttgart and its cooperation partners constitute offers by the service recipient. Confirmations of receipt do not constitute acceptance of the contract by ecos work spaces in Stuttgart. If ecos work spaces in Stuttgart issues a booking confirmation, a contract is concluded.
- (4) The services provided by ecos work spaces in Stuttgart are - depending on the contractual relationship - the provision of office space, the provision of postal, telephone and secretarial services, the setting up of a virtual office or company headquarters and the provision of conference rooms. ecos work spaces in Stuttgart provides the services in office centers at various locations. The specific location is specified in the contract. The premises are rented by ecos work spaces in Stuttgart itself.
- (5) These General Terms and Conditions supplement the contract concluded with the Service Recipient. 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/authorization of use/protection against competition

- (1) The contractual obligations of both parties shall commence at the time agreed in the contract. If no commencement date is specified, the contract shall commence upon handover or performance by ecos work spaces in Stuttgart.
- (2) As long as the agreed commencement of the contract is delayed due to circumstances occurring after the conclusion of the contract for which ecos work spaces in Stuttgart is not responsible (e.g. delayed completion or handover of the office space), the Service Recipient is exempt from payment of the remuneration. If the agreed deadline is exceeded by more than 6 months, the Service Recipient shall be entitled to terminate the contract without notice. Beyond this provision, the service recipient is not entitled to any further claims against ecos work spaces in Stuttgart, in particular no claims for damages due to the delay and/or lack of handover, unless ecos work spaces in Stuttgart is guilty of intent or gross negligence.
- (3) If addresses, telephone numbers, IP addresses, photos, videos, etc. are made available to the Service Recipient depending on the service description, all rights thereto shall remain with ecos work spaces in Stuttgart. The right of use ends at the end of the contract term. Any disclosure to third parties requires the prior written consent of ecos work spaces in Stuttgart. This consent ends automatically at the end of the authorization of use. The Service Recipient must ensure that third parties also cease use. The Service Provider is the owner of all rights and obligations to the telephone numbers provided for use, so there is no entitlement to the provision of telephone numbers after termination of the contract.
- (4) The Service Recipient shall not be granted any protection against competition.

§ 3 Services

- (1) The central secretariat of the service provider shall provide the contractually agreed services during business hours.
- (2) The current opening hours can be found on the location's homepage.
- (3) The Service Provider reserves the right to adjust the opening hours to the needs and current circumstances.
- (4) The subject matter is the contractually agreed service package. ecos work spaces in Stuttgart shall provide the services selected by the Service Recipient in coordination with the Service Recipient, taking into account the information provided in the contract and in the customer questionnaire, as far as possible; if this is not possible in individual cases, in accordance with the presumed will of the Service Recipient.
- (5) Incoming telephone calls and faxes shall be received and forwarded in accordance with the instructions given by the Service Recipient in the customer questionnaire. The service price includes the call acceptances/month stipulated in the contract. Calls not used will not be credited to subsequent months. Additional calls will be charged separately in accordance with the current price list. Forwarding of call notes will be invoiced separately.
- (6) Incoming mail and faxes will be accepted and forwarded in accordance with the Service Recipient's instructions in the customer questionnaire or collected in a mailbox assigned to the Service Recipient as instructed. Postage, packaging material and postage for parcels, registered mail, info mail, etc. will be charged separately.
- (7) ecos work spaces in Stuttgart is entitled to send post to the Service Recipient without notification if the Service Recipient's post has not been collected/called off for at least 3 weeks.
- (8) The service periods of the flat rates correspond to the monthly billing periods. The flat rates for postal notification by e-mail, dispatch by post and dispatch of scans by e-mail include the address stored for the customer. Dispatch to other addresses is charged according to the current price list. The flat rate for the postal scan service only includes scans made via the document feeder. For all other scans, the processing time will be charged according to the current price list.
- (9) Services that exceed the usual business scope (bulk mailings, telephone campaigns, etc.) are not included in the flat rate and require prior registration. The Service Recipient acknowledges that when using services, the risk, losses, errors or omissions of the Lessor's personnel providing the service are equivalent to the errors of the Service Recipient's employees. The Service Recipient is obliged to check the activities of the person providing the services in order to prevent the occurrence of the errors described above.
- (10) Inclusive hours of the meeting room/day office/coworking workplace require prior reservation. The Service Recipient cannot derive any entitlement to the appointments requested by it from the contract. Unused hours may not be credited to subsequent months/following days. Inclusive hours of the meeting room refer to a meeting room for up to four people or the next larger meeting room at the location.

- (11) The Service Recipient may make use of further services for an additional fee in accordance with the current price list.
- (12) ecos work spaces in Stuttgart reserves the right to subsequently change or supplement the range of services. In this case, ecos work spaces in Stuttgart shall inform the client of the changes in text form 4 weeks in advance. If the amended or supplemented service description deviates from the previous service in a detrimental way, the client may exercise the extraordinary right of termination to which he is entitled in this case with a notice period of 14 days from receipt of the notification. Otherwise, the change or addition shall be deemed to have been approved and agreed. ecos work spaces in Stuttgart shall point this out again separately in its notification.
- (13) ecos work spaces in Stuttgart may transfer its rights and obligations under the contract to third parties at any time. In this case, ecos work spaces in Stuttgart shall ensure that the third party complies with data protection and confidentiality standards comparable to those of ecos work spaces in Stuttgart and that no obvious, legitimate interests of the client prohibit this.
- (14) Insofar as the scope of services includes the processing of calls with an agreed or standardized caller greeting, this can only include simple business incidents, such as information about attendances and absences, callback requests, order and order acceptances or the provision of simple information that has been agreed in advance with the service recipient, provided that this is possible according to a simple, standardized procedure. Additional telephone services and their prices must be agreed separately with ecos work spaces in Stuttgart.
- (15) ecos work spaces in Stuttgart is not obliged to accept registered letters, orders, invoices and other goods if they result in payment obligations and costs for ecos work spaces in Stuttgart.
- (16) ecos work spaces in Stuttgart reserves the right to temporarily restrict or interrupt the services it provides for important reasons. This applies in particular to short-term use of all secretarial capacities, unforeseeable, above-average call volume, technical causes, changes in hardware and/or software or systems, maintenance or repairs and similar incidents that are necessary for proper or improved performance. ecos work spaces in Stuttgart will take all reasonable measures to avoid restrictions as far as possible or to keep them as low as possible.

§ 4 Rights and obligations of the Service Recipient

- (1) The signatory of the service recipient is obliged to identify himself to ecos work spaces in Stuttgart upon conclusion of the contract with a valid EU identity card or passport and to deposit a copy. If this document is changed or reissued, it must also be deposited with ecos work spaces in Stuttgart.
- (2) The Service Recipient is obliged to inform ecos work spaces in Stuttgart immediately of any change of contact persons or their data.
- (3) If the Service Recipient changes the legal form of its company from a sole proprietorship or partnership to a corporation, the Service Recipient's personal liability for all obligations under the contract shall remain unaffected. A supplementary agreement shall be concluded under which the corporation joins the existing agreement on the part of the service recipient.
- (4) In the event of the sale of the Service Recipient's business or a part thereof, a prior agreement with ecos work spaces in Stuttgart is required due to the transfer of this contract to the legal successor. There is no entitlement to the transfer of this contract. Without a transfer agreement, the personal liability of the Service Recipient shall remain in force.
- (5) The Service User is not entitled to register new companies, firms and brands at the address or the telephone and fax numbers of the Office Center without the prior consent of ecos work spaces in Stuttgart. In the event of a breach of the above obligation, incoming mail may be rejected by ecos work spaces in Stuttgart. Incoming telephone calls do not have to be accepted by ecos work spaces in Stuttgart in this respect.
- (6) The Service Recipient grants ecos work spaces in Stuttgart permission to register in the name of the Service Recipient and with its name. In this respect, the service recipient waives the corresponding rights to name and copyright. ecos work spaces in Stuttgart does not act as a representative, vicarious agent or vicarious agent for the service recipient.
- (7) Should the service recipient entice away an employee who is contractually bound to ecos work spaces in Stuttgart at the time of the service agreement concluded between the service recipient and ecos work spaces in Stuttgart or unlawfully obtain that this employee enters into employment contract services with the client - also, for example, on his own initiative - the service recipient undertakes to pay ecos work spaces in Stuttgart a compensation sum amounting to three gross monthly salaries of this employee. The parties clarify that the payment of this distance sum does not constitute a contractual penalty or similar, but serves as compensation for the fact that the client and the employee get to know each other through the service contract concluded between ecos work spaces in Stuttgart and the service recipient and that the service recipient uses the employer investments, etc. made by ecos work spaces in Stuttgart for the employee for itself.
- (8) The Service Recipient may not carry out any business center or office service activities that compete with the activities of ecos work spaces in Stuttgart and, in particular, may not offer similar services. This prohibition shall also apply for a period of 12 months after termination of the contract concluded with ecos work spaces in Stuttgart. In the event of non-compliance, an immediate contractual penalty of € 15,000 (in words: fifteen thousand euros) shall be due. ecos work spaces in Stuttgart also reserves the right to assert further claims for damages and the right to terminate the contract without notice.
- (9) The Service Recipient shall obtain all official permits and licenses required in connection with its operation at its own expense, insofar as these relate to the person of the Service Recipient and its company.

§ 5 Business registration and entry in the commercial register

- (1) The service recipient undertakes to provide ecos work spaces in Stuttgart with a current extract from the commercial register upon conclusion of the contract. If the company is not obliged to register in the commercial register and is not registered, the business registration/association registration or similar must be submitted instead. If the company is still being founded, the documents must be submitted as soon as possible without being asked.
- (2) The Service Recipient must notify ecos work spaces in Stuttgart immediately of any changes in the commercial register, business registration, representation relationships or other matters of importance to the contractual relationship. In the event of a change in the commercial register, a current excerpt from the commercial register must be submitted to ecos work spaces in Stuttgart.
- (3) If the Service User is entered in the commercial register, the Service User undertakes to provide ecos work spaces in Stuttgart with an excerpt from the commercial register within 7 days upon request, which is current and not older than 6 months.

§ 6 Obligations of the service recipient to cooperate in accordance with the German Money Laundering Act (GwG)

- (1) Insofar as ecos work spaces in Stuttgart is responsible for identifying the Service Recipient and any beneficial owner in accordance with the German Money Laundering Act (GwG), the Service Recipient is legally obliged to cooperate (Section 11 (6) GwG).
- (2) The Service Recipient is obliged to provide ecos work spaces in Stuttgart with the information and documents necessary to carry out the identification and to notify ecos work spaces in Stuttgart immediately of any changes arising in the course of the business relationship. This obligation also extends to a potential beneficial owner and to the clarification of the status of a politically exposed person.
- (3) As a rule, proof can be provided by submitting an excerpt from the transparency register or a comparable official register or directory and, if necessary, additional or other suitable documents (founding documents, articles of association, etc.). If a beneficial owner exists, the service recipient must provide the name of the beneficial owner, their date and place of birth, their nationality and address and provide appropriate proof of identity.
- (4) ecos work spaces in Stuttgart is entitled to make a copy of the documents submitted for identification verification. The documents shall be stored in accordance with the statutory provisions and deleted in accordance with Section 8 (4) GwG.
- (5) A breach of the service recipient's duty to cooperate shall entitle ecos work spaces in Stuttgart to terminate the contract without notice. If ecos work spaces in Stuttgart is subject to a termination obligation pursuant to Section 10 (9) GwG, the assertion of claims for damages against ecos work spaces in Stuttgart is excluded.
- (6) A breach of the Service Recipient's duty to cooperate may result in a suspicious activity report pursuant to Section 43 GwG. ecos work spaces in Stuttgart shall decide on this after an internal review.
- (7) The service participant undertakes to provide ecos work spaces in Stuttgart, upon request, within 7 days with an extract from the transparency register which is current and not older than 6 months.

§ 7 Prices/Maturity/Delayed payment

- (1) Unless otherwise agreed, ecos work spaces in Stuttgart's remuneration and prices are exclusive of VAT at the statutory rate.
- (2) If no prices are stated in the contract, the basis shall be ecos work spaces in Stuttgart's current price list.
- (3) The monthly service fee shall be invoiced on the 15th of the month for the coming month; the services used shall be invoiced retroactively on the 15th of the month for the period from the 15th of the previous month to the 14th of the current month. Invoices are sent out on the first working day from the 15th of the month. Payments of the monthly service flat rates and any services used shall be made no later than the 10th day after the invoice is sent.
- (4) Payments shall be made by SEPA direct debit. If payment is made by bank transfer / standing order, a monthly processing fee of EUR 20.00 plus VAT will be charged. The Service Recipient agrees to the shortening of the notice period for SEPA direct debits to two days. In the event of a debit, return debit note, rejection of a credit card or insufficient funds on a check submitted by the Service User, ecos work spaces in Stuttgart is entitled to charge a processing fee of € 35.00 per transaction.
- (5) The following bank details are available for payments by bank transfer:

BMS Büro & Marketing – Service GmbH Grenke Bank Baden-Baden IBAN: DE57 2013 0400 0060 3111 23 BIC: GREBDEH1XXX	BMS Büro & Marketing – Service GmbH BW Bank IBAN: DE40 6005 0101 0405 8632 44 BIC: SOLADEST600
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- (6) The service fee shall be increased annually on January 1 in accordance with the development of the consumer price index for Germany from November of the previous year, but by at least 5%.
- (7) An annual administration fee, see price list for extras and miscellaneous, is charged once a year in January.
- (8) In the event of late payment, ecos work spaces in Stuttgart is entitled to charge interest on arrears at a rate of 9 percentage points above the respective base interest rate. The assertion of further damages remains unaffected by this.
- (9) In the event of default in payment, ecos work spaces in Stuttgart shall be entitled not to provide its services until all due principal and ancillary claims have been satisfied, without ecos work spaces in Stuttgart being liable for any damages incurred by the service recipient as a result.

§ 8 Input VAT deduction

- (1) The Service Recipient assures that it is entitled to full input tax deduction in the event that the option for value-added tax is exercised, i.e. that it will use the office space provided to it under the contract or the services used exclusively for the performance of services that permit input tax deduction. At the request of ecos work spaces in Stuttgart, he undertakes to submit a corresponding confirmation from his auditor or tax advisor.
- (2) Furthermore, the service recipient undertakes to inform ecos work spaces in Stuttgart immediately if the conditions for full input tax deduction are no longer met. If ecos work spaces in Stuttgart loses its input tax deduction due to such sales, ecos work spaces in Stuttgart is entitled to charge a rent surcharge. In particular, the service recipient is obliged to compensate ecos work spaces in Stuttgart for the damage caused by the loss of the option by ensuring that the remuneration agreed in the contract (net plus VAT) is the gross amount without separate disclosure of the value-added tax.

§ 9 Security deposit

- (1) Upon conclusion of the contract, the Service Recipient shall provide security, the amount of which shall be specified in the contract, for the fulfillment of all obligations arising from this contract by means of a cash deposit. This is an advance payment for claims due from the Service Recipient in the future. The security deposit is not invested in a special account or escrow account and does not bear interest.
- (2) The security deposit is due for payment immediately upon signing 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, ecos work spaces in Stuttgart is entitled to demand a corresponding increase in the security deposit. ecos work spaces in Stuttgart is also entitled to demand a reasonable increase in the security deposit if the service user is in arrears with the payment of due fees and these exceed the security deposit, or if due fees are repeatedly paid late.
- (4) ecos work spaces in Stuttgart is entitled to refuse to hand over the premises or provide the services if the Service User has not provided the security deposit. Notwithstanding the refusal to hand over the premises or provide the services, the Service Recipient shall be obliged to pay the service fee from the time at which the handover of the premises or the provision of the services could have taken place if the security deposit had been provided on time. The right of ecos work spaces in Stuttgart to extraordinary termination remains unaffected (A.§ 11 para. (5)).

- (5) ecos work spaces in Stuttgart is entitled - without prior notice - to satisfy itself from the security deposit for all claims due - both during the current contract and after termination of the contract. If the security is utilized by ecos work spaces in Stuttgart during the term of the contract, the service recipient is obliged to replenish it immediately.
- (6) The security deposit shall be returned after the items handed over to the Service Recipient have been returned in accordance with the contract if the contractual relationship has ended and ecos work spaces in Stuttgart is not entitled to any claims under the contract.

§ 10 Set-off, right of retention, reduction

- (1) The Service Recipient may only offset undisputed or legally established claims against claims arising from this contract, even for the period after termination of the contract and even after return of the premises. The Service Recipient shall not be entitled to offset against the security deposit or the claim for repayment of the security deposit during the contractual relationship and for claims up to the end of the contract.
- (2) The Service Recipient shall only be entitled to a right of retention or right to refuse performance in relation to ecos work spaces in Stuttgart's claims arising from this contract if the claim on which the right is based is undisputed or has been legally established or is ready for decision.
- (3) The Service Recipient shall not be permitted to assert a right of reduction by means of a deduction from the contractually owed service fee, not even for the period after termination of the contract and after return of the premises. In this respect, the Service Recipient is referred to the assertion of any enrichment claims. The Service Recipient's right to sue for overpayments remains unaffected in this respect.
- (4) In any case, the Service Recipient must notify ecos work spaces in Stuttgart in writing at least one month before the due date of the remuneration against which offsetting or retention is to be made.

§ 11 Termination/end of contract

- (1) The termination must be in writing in order to be effective.
- (2) Ordinary termination by the Service Recipient 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.
- (3) Ordinary termination is not permitted for either contracting party before expiry of the fixed term specified in the contract. If a fixed term has not been agreed or the contract is extended for a specific or indefinite period, the notice periods specified in the contract shall apply. If nothing is stipulated there either, the contractual relationship can be terminated with a notice period of 3 months to the end of the respective quarter.
- (4) The grace period contained in Section 580a of the German Civil Code (BGB), which stipulates that ordinary or extraordinary notice of termination is deemed to have been served on time no later than the third working day, is excluded. Section 580a (2) to (4) of the German Civil Code (BGB) do not apply.
- (5) The right to termination without notice for good cause remains unaffected. Good cause that justifies termination without notice by ecos work spaces in Stuttgart includes, for example:
 - without warning: payment arrears over a period of 3 weeks, as well as failure to provide security on time;
 - despite a warning: violations of the house rules, transfer of rooms and facilities to third parties without written approval, criminal business object or criminal behavior of the service recipient, anti-competitive, immoral or disorderly object or behavior of the service recipient within the premises or the office center, anti-competitive use of ecos work spaces in Stuttgart's telecommunications lines, gross violation of contractual loyalty and ancillary obligations or repeated simple breaches of contract
- (6) A right to termination without notice also exists if insolvency proceedings are opened against the assets of the contracting party or if the opening of such proceedings is refused due to insufficient assets to cover the costs.
- (7) Both contracting parties are entitled to terminate the contractual relationship without notice if ecos work spaces in Stuttgart is unable to provide the contractual services in the business premises specified in the contract (e.g. in the event of a relocation). ecos work spaces in Stuttgart will inform the service recipient of this in good time. In this case, no claims for damages shall be made by either party.
- (8) If ecos work spaces in Stuttgart terminates the contract without notice for good cause in accordance with Section 11 Paragraph (5), the service recipient is obliged to pay the service fee until the contractually agreed end of the contract. Further claims by ecos work spaces in Stuttgart remain unaffected. This obligation does not apply for the period in which the office is in equivalent use elsewhere or for which further use has not taken place, although there was a reasonable interested party. For other services, any expenses saved on the part of ecos work spaces in Stuttgart are taken into account and credited. After termination of the contractual relationship, the service recipient is prohibited from continuing to use the address of the Office Center. The use within the scope of a forwarding order remains unaffected. The Service Recipient shall change commercial register and business entries without delay.
- (9) After termination of the contractual relationship, the service recipient is prohibited from continuing to use telephone and fax numbers.
- (10) Furthermore, the service recipient is prohibited from continuing to use and make publicly available photos and images of ecos work spaces in Stuttgart's locations as well as the interior rooms and rental areas after termination of the contract.
- (11) After the end of the contract, ecos work spaces in Stuttgart is entitled to request proof of the deregistration of the business address from the authorities (in particular the commercial register and trade office) and from portals. The proof must be presented within 14 days. If this does not happen, ecos work spaces in Stuttgart is entitled to arrange for these deregistrations at the service recipient's expense.
- (12) After the end of the contract, ecos work spaces in Stuttgart is entitled to request proof of the deregistration of telephone and fax numbers from the authorities and portals. The proof must be presented within 14 days. If this does not happen, ecos work spaces in Stuttgart is entitled to arrange for these deregistrations at the service recipient's expense.
- (13) Should the service recipient continue to use the premises/address/building view of ecos work spaces in Stuttgart as their own business address, representative function, etc. without authorization even after the end of the contract, the service recipient is obliged to pay ecos work spaces in Stuttgart compensation for use in the amount of the usual fixed monthly rent, namely the full rent amount for each month started.
- (14) The use of services after the end of the contract requires a separate agreement.

§ 12 Liability/Limitation Period

- (1) ecos work spaces in Stuttgart guarantees the use of the premises within the framework of the existing usage permit for the contractually agreed purpose.
- (2) No warranty is provided for defects in lighting, electrical installations, circulating air, exhaust air and refrigeration systems in the premises and the Office Center for which ecos work spaces in Stuttgart is not responsible.

- (3) If the use of the premises provided is temporarily impossible for technical reasons for which ecos work spaces in Stuttgart is not responsible (in particular in the event of failure of the ventilation or air conditioning system or similar), the service recipient cannot assert any claims for damages.
- (4) Reduction of the remuneration and claims for damages by the service recipient due to emissions or disruptions to the building's entrances for which ecos work spaces in Stuttgart is not responsible or due to construction work carried out by third parties outside the building are excluded.
- (5) The service recipient shall only have claims for damages or reductions due to defects in the premises or due to disruptions in the operation of the building and its technical facilities if ecos work spaces in Stuttgart is responsible for the defect or disruption intentionally or through gross negligence or if ecos work spaces in Stuttgart is in default with the elimination of the defect intentionally or through gross negligence.

This limitation of liability does not apply to the extent that damages to the service recipient are settled within the framework of the insurance policies taken out by ecos work spaces in Stuttgart. It also does not apply to personal injuries for which ecos work spaces in Stuttgart is responsible within the meaning of Section 309 No. 7a of the German Civil Code (BGB).

- (6) If the service recipient is impaired or prevented from operating the premises or the office center in accordance with the contractually agreed purpose of use for reasons that are based on his person, his operational circumstances or his other sphere of risk, or if the impairment or hindrance is due to official and/or legal closure orders that are not caused by any behavior on the part of ecos work spaces in Stuttgart or are not related to the specific premises and the office center, the service recipient remains obliged to continue paying the remuneration.
- (7) In addition, ecos work spaces in Stuttgart is liable in accordance with the statutory provisions for damages to the service recipient that were caused intentionally or through gross negligence by ecos work spaces in Stuttgart or its representatives or vicarious agents. If ecos work spaces in Stuttgart is not guilty of intent, liability is limited to the foreseeable, typically occurring damage, but to a maximum amount of €50,000.00. This does not apply in the event of culpable injury to life, body or health caused by ecos work spaces in Stuttgart.
- (8) Claims for compensation by ecos work spaces in Stuttgart due to changes or deterioration of the premises provided for sole or joint use shall expire 12 months after the return of the premises.

ecos work spaces in Stuttgart is not liable for:

- Interruptions to the agreed services due to extraordinary circumstances such as strikes, lockouts, force majeure, interruptions to operations resulting therefrom.
- Transmission errors due to misunderstandings between persons giving or receiving information regarding the content of this information
- Any delay in the transmission of messages due to the fault of the post office or other transmission agencies over which ecos work spaces in Stuttgart has no influence.

§ 13 Duty of confidentiality/secrecy

- (1) ecos work spaces in Stuttgart undertakes to treat any knowledge concerning the service recipient which it has acquired in connection with the contractual relationship as confidential and not to pass it on to third parties without the consent of the service recipient.
- (2) If the service recipient belongs to a professional group that is subject to special confidentiality and secrecy obligations, ecos work spaces in Stuttgart will also uphold these obligations and inform its employees accordingly.

B. Special regulations

The following provisions apply in addition to the previous General Provisions (A.).

1. Contract for the provision of office space

§ 1 Subject of the transfer/condition

- (1) The subject of this contract is the provision of office space, which is made available to the service recipient for sole use. However, the common areas (e.g. hallway, kitchen, conference rooms, reception, sanitary facilities) are made available for shared use with all other service recipients in the Office Center. ecos work spaces in Stuttgart is entitled to impose restrictions.
- (2) The specific office units allocated are specified in the contract. If no specific designation has been made in the contract, the allocation of office units is at the reasonable discretion of ecos work spaces in Stuttgart.
- (3) ecos work spaces in Stuttgart is entitled to assign the service recipient another office unit if this corresponds to the previous premises in terms of type, size and equipment. The intended implementation must be communicated with an appropriate period of notice - at least 10 working days.
- (4) The service recipient takes over the rooms in a renovated condition, as shown in the handover protocol. He undertakes to treat the rooms and the furniture with care. The rooms may only be used for the contractually agreed purposes. The service recipient is not entitled to let the rooms be used by third parties without the written consent of ecos work spaces in Stuttgart.
- (5) The service recipient shall be liable to the service provider for all damage to the rooms, furnishings, equipment and/or telecommunications equipment, network and IT that are provided for use and that arise from negligent, grossly negligent and/or intentionally harmful use or treatment by the service recipient and/or his visitors or co-users, up to the full replacement value (same, equivalent item, new price, new equipment, furniture).
- (6) The Service Recipient shall obtain all necessary official permits and licenses related to its operations at its own expense, insofar as these relate to the Service Recipient and its company.
- (7) All official regulations in connection with the rental, in particular those of the police, building, fire protection and trade authorities, etc. must be observed by the service recipient and users.
- (8) ecos work spaces in Stuttgart has a lien on the items brought in by the service recipient for all claims arising from the contract, including future claims. Items left behind and items stored by ecos work spaces in Stuttgart as part of its lien may be sold or auctioned by ecos work spaces in Stuttgart two months after the expiry of the deadline set by ecos work spaces in Stuttgart for the removal of the items left behind. Any obligations arising from this that fall under the Data Protection Ordinance are the sole responsibility of the service recipient.
- (9) The provision of office space does not constitute a rental or lease agreement; rather, this contract is similar to an accommodation contract in the hotel sector, so the premises are provided for the use of the contractual services. The service recipient may only use the rooms for the contractually agreed purposes and the provision to third parties is generally prohibited and only permitted in exceptional cases with the prior express written consent of the service provider.

§ 14 Telecommunications Services/Data Protection

- (1) The address, business premises and telecommunications facilities, including data lines of ecos work spaces in Stuttgart, may not be used to transmit or forward anti-competitive, illegal or morally reprehensible content or for criminal or other unlawful purposes.
- (2) The service recipient is responsible for the basic security and virus protection of its systems. It must ensure that these cannot be used to violate system or network security.
- (3) The service recipient must ensure that the services and information provided or requested by him do not infringe the intellectual property rights of third parties or any legal provisions of any kind.
- (4) ecos work spaces in Stuttgart is not responsible for the type and content of the services it provides in the name and on behalf of the service recipient.
- (5) ecos work spaces in Stuttgart reserves the right to block access after unsuccessful warnings if there is suspicion that illegal content has been distributed via this access. If the service recipient is at fault, ecos work spaces in Stuttgart is entitled to delete the stored content. In these cases, the service recipient has no right to claim damages or to refuse performance against ecos work spaces in Stuttgart.
- (6) The service recipient is informed that, as part of the contract administration, the data relating to the contractual relationship will be stored using electronic data processing (EDP) and processed in accordance with the statutory provisions of the GDPR and the BDSG. The service recipient can find detailed information on this in the order processing contract.

§ 15 Contract Amendments and Severability Clause

- (1) Should a provision of these terms and conditions be void or contestable or ineffective for any other reason, the rest of the contract shall nevertheless remain valid. The parties are aware that, according to the case law of the Federal Court of Justice, a severability clause merely 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 Section 139 of the German Civil Code (BGB) altogether. In such a case, the contracting parties undertake to agree on a provision that comes as close as possible to the meaning of the void, contestable or ineffective provision and guarantees a corresponding economic success.
- (2) The service recipient agrees that ecos work spaces in Stuttgart may provide authorities with information on the contents of the contract upon their request. Should it be necessary to hold confidential discussions with the authorities, ecos work spaces in Stuttgart reserves the right to invoice the space and personnel costs incurred.
- (3) Changes to the General Terms and Conditions will be communicated to the service recipient in good time with a period of notice of 4 weeks in advance. If the service recipient does not object within 14 days of the written notification of the changes, these are deemed to be approved and agreed. ecos work spaces in Stuttgart will point this out again separately in its notification. For services, reference is made to A.§ 3 para. (12) of these General Terms and Conditions.

§ 16 Place of performance and jurisdiction

- (1) This contract is governed exclusively by the laws of the Federal Republic of Germany.
- (2) The place of performance is the location of the ecos work spaces in Stuttgart Office Center specified in the contract.
- (3) The place of jurisdiction for all disputes arising from or in connection with this contract is Stuttgart, unless an exclusive place of jurisdiction conflicts. However, ecos work spaces in Stuttgart is entitled to take legal action against the service recipient at its head office or branch office.

§ 2 Services

- (1) The cleaning of the office areas is carried out by ecos work spaces in Stuttgart and its service partners

§ 3 Rights and obligations of the service recipient

- (1) Smoking is not permitted in the Office Center. Pets are not allowed. It is not permitted to operate your own coffee machines, ovens, microwaves, cookers or similar devices in the office rooms. Other electrical devices and accessories used in a permissible manner in the business premises must comply with the statutory safety regulations for energy distribution in work-places in order to avoid damage. It is also not permitted to store and charge an electric scooter or electric bicycle in the office rooms and/or in the Office Center.
- (2) The service recipient is not entitled to make any structural changes, in particular alterations, additions or installations.
- (3) The service recipient has no right to cosmetic repairs during the contractual relationship. However, ecos work spaces in Stuttgart is entitled to carry out cosmetic repairs if necessary after giving reasonable notice, provided that the service recipient's business operations are not unreasonably impaired.
- (4) Name and advertising signs will be affixed by ecos work spaces in Stuttgart to the designated areas notified by ecos work spaces in Stuttgart in a design appropriate to the character of the Office Center. After termination of the contractual relationship, the signs will be removed by ecos work spaces in Stuttgart at the service recipient's expense. Other advertising measures may only be affixed with the express written consent of ecos work spaces in Stuttgart.
- (5) The service recipient must behave in such a way that the use of other offices and other service recipients are not impaired. In particular, noise and odor effects must be avoided.
- (6) ecos work spaces in Stuttgart or a person appointed by it is entitled to enter the office premises if there is reason to check the condition of the premises or the technical systems and the need for maintenance, or if there are other important reasons, in particular if there is suspicion of criminal offenses or administrative offenses. ecos work spaces in Stuttgart must give reasonable notice of this inspection. In the event of imminent danger or for other important reasons, ecos work spaces in Stuttgart is not obliged to give notice.
- (7) ecos work spaces in Stuttgart or a person commissioned by it, in particular cleaning services and building management, are entitled, at their own discretion, to enter the rooms rented by the service recipient if this is necessary, for example: for cleaning work, to check the condition of the room and the quality of cleaning, to deposit consignments.
- (8) The service recipient is liable for all damages caused negligently by him, his employees and all other persons who visit him, e.g. tradesmen, suppliers, etc. Any damage must be reported to ecos work spaces in Stuttgart immediately.
- (9) The service recipient is obliged to take out and maintain business liability insurance. If requested by ecos work spaces in Stuttgart, the service recipient must provide proof of this. If

the service recipient does not comply with this request within a reasonable period of time, ecos work spaces in Stuttgart is entitled to take out business liability insurance at the service recipient's expense.

- (10) The energy certificate is not part of the rental agreement. Information contained therein is not guaranteed by ecos work spaces in Stuttgart.

§ 4 Consequences of termination and termination of the contract

- (1) After termination of the contract, ecos work spaces in Stuttgart and/or a representative appointed 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 pursuant to A.§ 11 para. (5) by ecos work spaces in Stuttgart, ecos work spaces in Stuttgart is entitled to enter the office premises for the purpose of clearing the premises. The office premises used must be cleared within 3 days of receipt of the notice of termination. If this does not happen, ecos work spaces in Stuttgart is entitled to have the office premises cleared and used for other purposes. The costs of clearing the premises and storing any items owned by the service recipient are borne by the service recipient
- (3) If the service recipient does not vacate the rental premises on time at the end of the rental period, upon termination or in the event of termination without notice, he undertakes to pay ecos work spaces in Stuttgart compensation for loss of use in the amount of the usual monthly rent to be paid, namely the full amount of the rent for each month started.

§ 5 Return of the office space

- (1) Upon termination of the contractual relationship, regardless of the legal reason, or if the service recipient moves to other rooms in the Office Center at their own request, the office rooms must be returned to a contractually compliant condition by ecos work spaces in Stuttgart at the expense and instigation of the service recipient. The contractual return means in particular:
- Clearing the service recipient's belongings and returning the premises in a clean condition;

2. Virtual Office/Company Headquarters Contract

§ 1 Subject of the contract

- (1) The subject of this contract is the use of a virtual office, which entitles the user to use it as a business address, use of a telephone number and other typical office services.
- (2) If a company headquarters is also the subject of the contract, this contract entitles the use of the business address of the ecos work spaces in Stuttgart location and to registration in the commercial register. In addition, the service recipient is provided with a permanent facility for the permanent storage of business documents.
- (3) The Service Recipient shall obtain all necessary official permits and licenses related to its operations at its own expense, insofar as these relate to the Service Recipient and its company.

3. Contract for the use of telephone service

§ 1 Subject of the contract

- (1) The subject of this contract is the use of telephone and fax numbers as well as other typical office services.

§ 2 Exclusion

- (1) The conditions of Part A.§ 3 (6) & (10) and A.§ 11 (9) & (12) shall not apply.

4. Contract for the use of conference rooms

If the subject of the contract is the sole use of conference rooms independent of any other contract, the service fee is due in full in advance for immediate payment. If payment is not made, ecos work spaces in Stuttgart is not obliged to provide the conference room. The additional services used will be billed after use as part of a final invoice.

The conditions of Part A.§ 3 (5) - (7), A.§ 4 (1) -(6), A.§ 5, A.§ 6, A.§ 11 (9) - (13) do not apply.

- Removal of all damage in and around the office that goes beyond wear and tear caused by normal and contractual use. This includes in particular the repair of furniture damaged by the service recipient. If repair is not possible, the service recipient must replace the furniture;
 - Removal of all structures and ancillary facilities erected by the service recipient, even if they are additions to ecos work spaces in Stuttgart's own structures. This also includes the removal of any existing cables;
 - Removal of installations and modifications as well as technical and other facilities created by the service recipient;
 - Removal of all name and advertising signs and advertising installations installed by or for the service recipient as well as the removal of any damage caused;
 - Return of all keys and/or electronic access cards, including those made by the customer. The service recipient is not entitled to a right of retention in this regard.
- (2) ecos work spaces in Stuttgart is entitled to demand reimbursement from the service recipient for the costs of carrying out the necessary work instead of the termination measures specified under B.1.§ 5 para. (1). ecos work spaces in Stuttgart is also entitled to a compensation amount if the measures are destroyed again by a conversion after the end of the contract.
- (3) A joint return protocol will be prepared for the return of the office space. If the service recipient fails to attend the return date despite being asked to do so, ecos work spaces in Stuttgart will send the service recipient the return protocol with a description of the condition. The service recipient must raise objections to this description of the condition within 4 weeks of receipt. After this, objections are excluded if ecos work spaces in Stuttgart has expressly referred to this effect in the return protocol and specified the deadline.
- (4) The service recipient cannot assert any claims (e.g. compensation for use) against ecos work spaces in Stuttgart as a result of the termination of this contract and the contractual eviction.
- (5) Returning the rooms before the end of the contract does not release the service recipient from the obligation to fulfil the agreed contractual obligations, in particular the payment of the service fees, until the end of the contract.