

General Terms and Conditions

1. Scope of application

These General Terms and Conditions apply to any and all content and components of the contract of *BBS* in the respectively valid version, the house rules as well as to letting of office and conference rooms. They also apply to all future transactions with the Customer, in as far as they concern legal transactions of a similar nature. *BBS* only recognises deviating terms and conditions of the Customers or terms and conditions deviation from our GTC after written approval.

2. Object (Content and components of the contract)

2.1 The object of the contract comprises the contractually agreed service package. *BBS* provides your service according to the description of the service package selected by the customer and information provided by the customer in the customer questionnaire; if this is not possible in individual cases, in line with the presumed will of the customer.

2.2 The customer can use further services in return for an additional fee according to the current price list.

2.3 *BBS* reserves the right to subsequently amend or supplement its service offering. In this case, *BBS* informs the customer of the amendments in writing 4 weeks in advance. If the amendment or supplemented performance description deviates from the current service in any adverse manner, the Customer is entitled to use the right of termination for cause to which he is entitled in this case within a period of 14 days as of receipt of the notification. Otherwise, the amendment or supplement is considered approved and agreed. *BBS* shall separately point out this fact again in its communication.

2.4 *BBS* can transfer its rights and obligations under this contract to third parties at any time. In this case, *BBS* takes account of the fact that the third party complies with data protection and confidentiality standards comparable to those of *BBS* and that this is not precluded by any obvious, justified interests of the customer.

3. Provision of rooms as a service

3.1 All official provisions in connection with renting and, in particular, of the police, building and fire protection inspectorate and trade authority, etc., have to be complied with by lessees and users.

3.2 Renting of office rooms comprises the provision of the offices referred to in the contract. The room provided may exclusively be used in line with the contract (office work, meetings) or according to a separate written agreement. Any provision of the rooms to third parties is banned, in principle, or such is only permitted by way of exception after an express prior written approval by *BBS* has been obtained.

3.3 Upon the customer's move into the premises, an office hand-over record has to be signed listing the condition of the rooms provided as well as the furnishings contained in these as well as all keys, access cards and transponders.

3.4 The customer does not have a claim to the execution of decorative repairs during the term of the contract. *BBS* can carry out such decorative repairs at its own discretion. It will announce such in due time in advance and make sure that the customer's business operations are not unreasonably disturbed.

3.5 *BBS* or the third parties commissioned by it, in particular, cleaning services and facility management, are authorised at their own discretion to enter the rooms rented by the customer whenever this is required, for example:

- to check the building technology, for repair, installation and maintenance activities
- for cleaning activities
- to check the conditions of the rooms and the quality of cleaning
- in case of imminent danger as well as
- in the event of any other important reason.

In as far as this is possible, *BBS* shall announce this with an adequate period of notice and take account of the customer's interest.

3.6 Upon the termination of the contractually agreed use of the office rooms provided to the customer for a limited period for a fee, the customer shall return to *BBS* the office rooms after any of the customer's own furnishings have been removed, along with all keys and key cards – including those procured by the customer, all the furnishings and the telecommunications systems provided without any damage, in full and in a fully usable state.

3.7 The object of the lease shall be treated with care by the customer. The customer is responsible for any damage within the object of the lease even if such damage was caused by his visitors, employees, suppliers and tradespeople. The customer shall carry out all decorative repairs within the rooms exclusively used by the customer at his own expense. The rooms are handed over in a renovated state and shall be returned in the same state upon the customer's moving out from the premises. Upon the termination of the contract, the customer shall hand over the rooms after final cleaning. If this is not the case, the customer shall pay a flat fee for cleaning of € 100 per workstation provided.

3.8 If the customer fails to vacate the rented rooms on time upon the end of the period of the lease, a termination or upon a termination without a period of notice, he undertakes to pay to *BBS* compensation for loss of use to the amount of the usual monthly rent, i.e. the full contractual value of the rooms concerned for every month so begun.

3.9 The energy certificate is not part of the lease agreement. Information contained therein is not assured by *BBS*.

4. Office services – virtual offices, secretarial and phone services

4.1 If the customer is provided with addresses, phone numbers, IP addresses, photos, videos, etc., according to the respective service description, all rights regarding these shall rest with *BBS*. The right to use these ends upon expiry of the term of the contract. Any forwarding to third parties shall require the prior written approval of *BBS*.

4.2 In as far as processing of calls with an agreed or standardised message for incoming calls is part of the scope of service, this can only include simple business transactions, such as information on presence at the office or absence from it, requests for call-backs, acceptance and taking of orders or providing simple information agreed with the customer in advance provided this is possible under simple and standardised process. Any phone services exceeding this and the prices of such have to be agreed separately with *BBS*.

4.3 *BBS* is not obliged to accept any registered letters, orders, invoices and other goods if this results in any payment obligations and costs for *BBS*.

4.4 *BBS* reserves the right to restrict or interrupt the services provided to you for an important reason. This can, in particular, be the case in the event of the use of all secretarial capacities, an unforeseeably high above-average number of incoming calls, technical causes, changes in the hard- and/or software sector or systems, maintenance or

repair measures or similar incidents at short notice. *BBS* will carry out all reasonable measures to avoid restrictions or keep such as low as possible.

5. Promotional activities on or in the property

5.1 Promotional activities on or in the property have to be coordinated with *BBS*.

5.2 Mounting of company signs requires a written agreement and may only be carried out by *BBS* on the collective sign installation provided to this end. This permission ends upon the termination of the contract.

6. Price adjustments

6.1 If required, the respective service price lists are adjusted annually at the beginning of the calendar year for the following year in order to take account of increasing costs for staff, rent, fees, charges and other burdens commercially connected with the overall unit as well as the rate of inflation. *BBS* shall inform the customer of any change in the price list before such takes effect. The currently valid price list shall apply at any time.

7. Payment and default

7.1 The service fee and any office rent which might be incurred are independent of their actual use. They do not include any additional services, the calculation basis of which are provided in the respectively valid price list. These additional services are separately settled with the customer retroactively based on consumption.

7.2 The contractually agreed monthly service remuneration shall be paid to *BBS* on a monthly basis in advance and in compliance with a payment term of 10 days as of the invoice date, without any deduction, discount and expenses. One-off set-up costs are invoiced separately. The invoices are provided as PDF files and via e-mail. A service via mail is possible for an additional charge.

7.3 The *BBS* invoices are collected from an account to be specified by the customer using the SEPA direct debit method. The customer undertakes to provide a corresponding SEPA direct debit mandate to *BBS*. In case of changes, the customer undertakes to issue a new mandate in due time. A fee of € 20.00 is charged for returned debits for which *BBS* is not responsible.

7.4 *BBS* reserves the right to charge default interest of 9% above the respective base discount rate as of the 5th day of the default and to charge dunning charges in the framework of the legal requirements. The costs incurred for using a collection agency shall be borne by the customer in the event of a payment default. In case of a payment default, *BBS* reserves the right to refuse performance.

7.5 The invoice is considered approved by the customer after a period of six weeks after receipt by him unless the customer has complained about the invoice in writing stating the specific invoice item complained about during this period. After expiry of this period, *BBS* can refuse to change the invoice. The period for complaints does not affect the customer's payment obligation.

8. Offsetting / right of retention / assignment / right of lien / transfer for use

8.1 Any offsetting or right of retention on the part of the customer regarding own claims which are not undisputed or legally effective is excluded. The customer cannot assign or pledge the rights and claims under the contracts concluded with him.

8.2 *BBS* has rights of lien regarding the items installed by the customer for all (including future) accounts receivable under the contract. Items left behind and items kept by *BBS* in the framework of its right of lien may be sold off or auctioned by *BBS* after a period of two months after the expiry of the deadline set by *BBS* for the removal of the items left behind. Any obligation resulting from this under the data protection regulations shall be borne solely by the customer.

8.3 Any disposal costs incurred after expiry of the legal retention periods can be invoiced to the customer even subsequently.

8.4 Any transfer of the object of the service for use to third parties shall require the prior written approval of *BBS*.

9. Obligations of *BBS* / Liability

9.1 *BBS* is responsible for proper office operations within the scope of service agreed on and during the business hours specified. Service hours of the center are Monday to Friday from 08:30 to 17:00. During these times, the *BBS* reception is staffed. The centre is closed on 24th December and 31st December of every year.

9.2 *BBS* does not act as a representative or agent and/or vicarious agent of the customers on the basis of this agreement. Therefore, the customer shall release *BBS* from any third-party claims upon the first request. In the framework of this agreement, both parties shall employ the care of a prudent businessman.

9.3 *BBS* is not liable towards third parties for the content of the letters, phone calls, messages or acts which *BBS* has processed on behalf of the customer or which *BBS* produces, forwards or undertakes on the basis of the customer under any circumstances.

9.4 Any guarantee liability regardless of culpability of *BBS* on grounds of initial defects of the object of the lease is excluded.

9.5 The customer's claims to damages, including claims from pre-contractual obligations and claims from tort can only be asserted in as far as such are based on

- a. premeditation or gross negligence of *BBS* or its vicarious agents or
- b. the negligent violation of an essential contractual duty by *BBS* or its vicarious agents or
- c. a negligent violation of duties by the customer or its vicarious agents resulting in an injury to life, limb or health or
- d. on the lack of an assured quality of the object of the lease or
- e. a mandatory legal liability of the lessor or its vicarious agents.

9.6 If *BBS* provides water, district heating, gas, electricity, internet connection from the utility companies' supply networks, the customer shall, in case of line disruptions, not assert any further claims to damages in the event of a liability of *BBS* than those to which the lessor is entitled towards the respective utility company under the respective material provisions.

9.7 Any reduction of the rent and compensation claims on the part of the customer on grounds of noise and odour nuisances, emissions or disruptions of access to the building for which *BBS* is not responsible or on grounds of construction measures by other lessees of the building or third parties outside the building is excluded.

9.8 In case of extreme weather situations and in the interest of the employees' safety, *BBS* reserves the right to change the office hours at its own discretion. Customers will be informed of these changes early on.

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9.9 Interruptions by force majeure, technical defects without fault, holidays and/or illness of the staff are excluded from this. In the event of such interruptions, *BBS* is obliged to remedy such or have such remedied within an adequate period of time.

9.10 The customer is obliged to report any damage for which it wants to hold *BBS* accountable for damages to *BBS* forthwith as soon as it learns of such. The customer is liable for any further damages caused by delayed reporting.

9.11 The liability for property damage which the customer asserts on account of gross negligence on the part of *BBS* or its vicarious agents shall be limited to a maximum amount of damage of € 50,00.00 per case of damage. The customer is at liberty to prove to *BBS* that a corresponding damage was actually and exclusively caused by such a gross negligence on the part of *BBS* or its vicarious agents.

9.12 Liability for theft, burglary, damage to the vehicle by other users of the parking space or by other third parties in the rented parking spaces in the Lili car park is excluded.

10. Customer's obligation / liability

10.1 The customer shall create and maintain all preconditions for operating his business at his expense.

10.2 The building's lessor excludes any use exempt from sales tax. The customer is obliged to use the rooms in a manner which does not harm sales tax assessment or collection.

10.3 The customer shall be liable towards *BBS* for any damage to the rooms provided for his use, furnishings, devices and telecommunications, network and IT equipment caused by the negligent, grossly negligent and/or intentional or intentionally inappropriate use of such by the customer or his visitors to the full amount of the replacement value or the same or equivalent items, the original price, new devices and furnishings.

10.4 Further obligations and liabilities regarding the use of the rooms of the centre and the buildings are based on the building rules which form part of the agreement. Repeated violations of the building rules can lead to a ban on entering the building.

10.5 The business liability insurance and the insurance of the equipment, goods, installations as well as advertising and operating systems installed by the customer are provided as coverage by the customer. He shall defray all costs and risks connected with this.

10.6 All rooms and furnishings of *BBS* as well as the address or phone and telecommunications facilities may not be used to transfer or forward illegal or offensive content and for other purposes which might be harmful for *BBS*.

11. Customer's obligations to cooperate under the Money Laundering Act (GwG)

11.1 In as far as, under the Money Laundering Act (GwG), *BBS* is required to identify its customer or any economic beneficiary, the customer is legally required to cooperate (section 11 sub-section 6 GwG).

11.2 The customer is obliged to provide *BBS* with the information and documents for the execution of the identity verification and to report changes emerging in the course of the business relationship forthwith. This obligation also extends to a potential economic beneficiary and to establishing the status of a politically exposed person.

11.3 As a rule, such verification is possible by providing an excerpt from the trade or cooperative register or a comparable official register or list and, if required, by further or other suitable documents (founding documents, articles of association or the like). In case there is an economic beneficiary, the customer shall, in any case, communicate the name of the commercial beneficiary, his/her birthdate (date, place) as well as nationality and address and provide corresponding proof of identity.

11.4 *BBS* is entitled to make a copy of the documents presented for the identity verification. The documents are retained in accordance with the legal provisions and deleted according to section 8 sub-section 4 GwG.

11.5 A violation of the customer's duty to cooperate gives *BBS* the right to terminate the agreement without a period of notice. In as far as an obligation to terminate is imposed on *BBS* according to section 10 sub-section 9 GwG, the assertion of claims to damages against *BBS* is excluded.

11.6 A violation of the customer's duty to cooperate can result in a suspect notification according to section 43 GwG. *BBS* decides on this following an internal review.

12. Name / copyrights / data protection

12.1 The customer grants *BBS* permission to answer the phone on behalf of the customer and in his name. In this respect, the customer waives corresponding name and copyrights. *BBS* does not act as the customer's representative, agent or vicarious agent.

12.2 The customer grants *BBS* permission to forward data recorded and forwarded in the framework of the office service to third parties as instructed and requested by the customer. The data protection legislation provisions have to be taken into account accordingly. This applies until further notice. The customer shall ensure that all the information requirements towards his customers are fulfilled according to the EU GDPR.

12.3 *BBS* confirms that all the data with which it is entrusted, in particular, data regarding customers, clients and patients, are treated as being absolutely confidential and that all employees are required to comply with the data protection guidelines in the framework of their employment contracts.

13. Protection against competition

13.1 Any protection for the Customer against competition is excluded.

14. Ban on solicitation, competition and agency

14.1 The customer undertakes not to entice employees outside the contract relationship between *BBS* and the customer either himself or through third parties and not to have such employees enticed.

14.2 The customer may not carry out any business centre or business service activities which compete with the activities of *BBS* and he shall, in particular, not offer any similar services.

14.3 These bans also apply for a term of 12 months after the termination of the agreement concluded with *BBS*.

14.4 In case of a violation, an immediate contractual penalty of € 15,000 (in words: fifteen thousand Euros) falls due. In addition, *BBS* reserves the right to assert further claims to damages and the right to a termination without a period of notice.

15. Change of legal form, sale of the company

15.1 Changes in the commercial register, the business registration, the agency relationships or in other important connections which are important for the contractual relationships shall be communicated to *BBS* by the customer forthwith.

15.2 In the event of a change in the legal form or the ownership structure of the customer, the contractual relationship continues to remain effective without the conclusion of a new contract.

15.3 If the customer changes his company's legal form from an individual company or a partnership into that of a corporation, an additional agreement has to be made according to which the corporation accedes to the existing contract on the part of the customer.

15.4 The sale of customer's business or a part thereof requires a prior agreement with *BBS* because of the transfer of this agreement to the legal successor.

16. Termination and end of contract

16.1 Terminations must be effected in writing and must be received by the other party to the contract with a period of notice of three months as of the end of the month or upon expiry of the term of the contract.

16.2 Contracts can be terminated by *BBS* for cause without compliance with a period of notice if the contracting partner fails to fulfil his contractual duties. The following, in particular, can be considered as reasons for a termination without a period of notice:

- In the case of service agreements, a delay in payment of more than two weeks
- In the case of a failure to pay, the security deposit in due time or a delay of more than 5 business days
- Significant and repeated violations of the house rules
- Non-contractual use of the offices
- Unauthorised provision of rooms and furnishings to third parties
- Improper, criminal or irregular business purpose or conduct by the other contracting party (in this case, reasonable suspicion because of an increased number of customer complaints, investigations by the authorities and indications of money laundering, etc.)
- Gross violations of contractual loyalty and ancillary obligations and comparable breaches of contract.
- Institution of insolvency proceedings regarding the assets of the contracting party
- Application for or opening of judicial settlement proceedings
- Rejection of such proceedings on grounds of lack of funds
- Termination of the material head lease of *BBS* for the rented office space of the centre which is required for the provision of the services

16.3 In the event of a termination without a period of notice, the customer shall vacate the rented office space within a period of 3 days after receipt of the termination. Afterwards, *BBS* is authorised to have the office space vacated forthwith and to use such afterwards. The clearance costs shall be assumed by the customer.

16.4 In the event of a termination without a period of notice, *BBS* shall be authorised to ban customers from entering the office facilities and the contractual office rooms. They may enter the rooms for the purpose of clearance. The legal provisions regarding the lessor's lien shall apply. These provisions shall apply accordingly to terminations with a period of notice after the expiry of such.

16.5 In the event of a termination without a period of notice by *BBS*; the monthly payments outstanding for the entire term of the contract shall immediately fall due and become payable as compensation for non-performance. The customer shall be at liberty to prove to *BBS* that no damage or a lower damage was sustained in this case.

17. Severability clause / forwarding of data to authorities / final provisions

17.1 Verbal ancillary agreements have not been made. Amendments of this agreement and supplements hereto, including this provision, shall require the written form unless a stricter form is required by law.

17.2 Any additional agreements and ancillary agreements as well as amendments of this contract or supplements hereto are only effected if *BBS* has confirmed these in writing.

17.3 In the event that one of the provisions of this agreement is or should become legally ineffective in its entirety or in part, this shall not affect the effectiveness of the remaining provisions. Such a provision shall be replaced with an effective provision corresponding as closely as possible to the wishes of the parties to the agreement upon critical appraisal of the agreement. If the ineffectiveness is based on a service or time specification, this shall be replaced by a legally admissible specification.

17.4 The Customer agrees that *BBS* may provide information regarding the content of this agreement to authorities upon their request. Should it become necessary to hold confidential meetings with the authorities in this context, *BBS* reserves the right to invoice costs of premises and personnel costs incurred for this.

17.5 Amendments of these GTC are communicated to the Customer in due time with a period of notice of 4 weeks in advance. If the Customer does not object within a period of 14 days after the written communication of the amendments, these are considered as being approved and agreed. *BBS* will separately point out this fact in its communication, The reference to section 2.3 of these GTC applies to services.

18 Legal venue

18.1 The registered seat of *BBS* shall be the legal venue for all conflicts arising under this contract as well as for questions regarding its existence. The laws of the Federal Republic of Germany shall apply.

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