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## **GENERAL TERMS and CONDITIONS (Business Center)**

### **YOUR OFFICE - Managed Business Services GmbH**

1030 Wien, Landstraßer Hauptstraße 71/2

### **YOUR OFFICE QBC Service GmbH**

1120 Wien, Am Europlatz 2, Gebäude G

### **Amendment A to the Business Center- and Office Services Agreement concluded between YOUR OFFICE and Client, herein also referred to as “Partners”**

The following conditions form an integral part of any rental- lease- services- and other agreement concluded between Client and *YOUR OFFICE - Managed Business Services GmbH*. These conditions are accepted by both sides by signing of such a contract.

#### **I. Duties and Responsibilities of YOUR OFFICE:**

1. *YOUR OFFICE* is delivering all services described in the agreement within the stated business hours. Excluded are cases of hindrance through force majeure or technical reasons and breakdowns.
2. *YOUR OFFICE* is not obliged to accept or take over registered letters, orders, invoices, packages or anything else in the name of the Client, if there are expenses and obligations arising for *YOUR OFFICE* which cannot be passed on to or will not be accepted by Client.

#### **II. Duties and Responsibilities for the Client:**

1. It is expected, that Clients are using office- and conference rooms, supplementary rooms, furniture, keys, technical facilities and general areas in an appropriate manner. Client is liable for any damages and losses. At the end of the agreement period Client is obliged to hand over office rooms, furniture and other equipment in the same state as these items were at takeover. Otherwise Client will bear the resulting refurbishing cost
2. Client is obliged to proof the existence of a business liability insurance to *YOUR OFFICE* on request and to maintain it's validity at his expense throughout the validity of the Business Center- and Office Services Agreement
3. Client will compensate *YOUR OFFICE* for all services supplied which have been ordered, but are not part of the Business Center- and Office Services Agreement, without the existence of previously issued order acknowledgements.

#### **III. Use of the offices/rooms provided. Constructural changes by Client:**

1. The rooms provided are only to be used as office rooms and for commercial purposes. Sublease or other uses by third parties require written agreement by *YOUR OFFICE*. No pets are allowed in the entire business center.
2. Constructural changes, alterations and extensions require the written approval by *YOUR OFFICE*. Client will be held liable for all damages caused by these changes. At the end of the agreement period Client is obliged to rebuild the provided rooms to their original state and to provide for a final cleaning and repaint at his expense.

#### **IV. Means of advertising at the premises:**

These have to be agreed by and arranged together with *YOUR OFFICE*. The general signposts at the entrances should be used resulting cost will be carried by Client.

#### **V. Access to the rooms by YOUR OFFICE personnel**

For the purpose of checking the condition or because of other important reasons access is granted by the client.

In case of termination a *YOUR OFFICE* representative may visit the rooms together with potential new clients during termination time after informing Client well in advance.

## **VI. Termination of the Business Center- and Office Services Agreement, Clearing**

1. Termination has to be made in writing and sent by registered mail to the other party or handed over at the end of the month providing a termination period of three month.  
*YOUR OFFICE* will return the deposit reduced by eventually open accounts receivables or expenses for necessary replacement- and refurbishing cost within six weeks after the end of the agreement.
2. If Client has not cleared the rooms rented at the end of the agreement, *YOUR OFFICE* will charge loss compensation in the amount of the full monthly list price for each month commenced. This applies to normal termination, termination without notice as well as to elapse of agreement.
3. *YOUR OFFICE* may dismiss the agreement for cause immediately without termination period, if Client is not fulfilling it's contractual obligations. Here is a non exclusive listing of such causes:  
Payments due for more than two weeks, deposit not received by *YOUR OFFICE* in-time, substantial violations of the rules of the house and the agreed conditions, use of the provided rooms for non commercial purposes, unapproved use by third parties, use against public policy, unlawful use and other problems.
4. The right for termination without notice period exists for both partners in case bankruptcy and/or insolvency proceedings have been filed, or rejected because of lack of funding.
5. In case of termination without notice Client has to clear the rooms rented within 3 days after receiving termination notice. If this will not be done, *YOUR OFFICE* will clear the rooms at Clients expense. *YOUR OFFICE* is entitled to make full use of the rooms.
6. In case of termination without notice period *YOUR OFFICE* may deter Client from accessing the Business Center and the rooms rented for purposes other than clearing the rooms rented. The relevant legal regulations apply.  
Point 6 is also valid for normal termination after lapse of termination time.
7. In case of termination without notice period *YOUR OFFICE* is entitled to invoice compensation for loss because of non-compliance for the remaining runtime of the initial agreement. Compensation will be calculated by multiplying the agreed monthly fee times remaining runtime in months.  
Eventual new renting of the rooms to new customers does not reduce the amount of compensation.

## **VII Setting-Off**

Client is agreeing to waive the defences of avoidance and set-off against account receivables of *YOUR OFFICE*.

Client is not entitled to pass on, cede or assign his rights laid down in the Business Center- and Office Services Agreement to any other party.

## **VIII Liability of Client:**

Client is liable for all damages caused by his negligence or negligence of his affiliated, employees, customers, suppliers, craftsmen. Damages have to be reported to *YOUR OFFICE* instantly. Client is also liable for follow-on damages caused by late reporting.

## **IX. Liability of *YOUR OFFICE*:**

1. *YOUR OFFICE* is liable only for damages Client is facing because of intention or gross negligence of *YOUR OFFICE*. This liability is limited to € 7.000,-- per justified case of loss. Liability for indirect damages or subsequent damages is excluded.

*YOUR OFFICE* is not liable for

- a) interruptions of the agreed-upon services because of extraordinary events such as force majeure, strike, lock-out and interrupts of operation resulting from these events.
- b) miscommunication, misunderstandings of information and resulting damages
- c) any delays in the transmission of information and resulting damages and losses caused by communication services or others where *YOUR OFFICE* is not in control of their performance.

2. Client is obliged to report all damages and losses where he is holding *YOUR OFFICE* responsible for in the fastest possible way.

3. The client is aware of the Austrian deposit insurance system, which protects deposits in accounts up to Euro 100,000. The client explicitly agrees to the storage of the deposit in an account where the deposit amount may exceed Euro 100,000. In such a case, in the event of default occurring (e.g., the opening of bankruptcy proceedings against the bank where the account is held), the customer's claim for the return of the deposit will be reduced by the percentage value that results from the secured deposit amount of Euro 100,000 (Dividend) on one hand and the actual deposit amount at the time of the event of default (Divisor) on the other hand.

#### **X. Changes of the Legal Structure, Transfer of Enterprise**

1. Client will inform *YOUR OFFICE* about changes in the commercial register, business registration, representation of the clients company or other changes relevant to the Business Center- and Office Services Agreement without delay.

2. In case Client is changing the legal structure of his company from non corporate into a corporation, his personal liability regarding all duties laid down in the Business Center- and Office Services Agreement still applies.

The corporation will stipulate in a supplemental agreement that it is entering into the existing agreement.

3. If Client is selling his company or parts thereof, the acceptance of *YOUR OFFICE* regarding the legal succession is required. There is no entitlement for the transfer of the services agreement. Without acceptance agreement the personal liability of Client remains unchanged.

#### **XI. Supplements, Invalid Provisions**

Supplements to the Business Center- and Office Services Agreement need to be made in writing and are valid only after confirmation by *YOUR OFFICE* in written form.

If a provision of any of this agreement should be or become invalid or not contain a necessary regulation, the validity of the other provisions of this agreement shall not be affected thereby. The invalid provision shall be replaced and the gap be filled by a legally valid arrangement which corresponds as closely as possible to the original intentions of the Parties or what would have been the intention of the Parties according to the aims of this agreement if they had recognized the gap.

#### **XII. Miscellaneous | Credits:**

1. For the duration of the Services Agreement and six month after termination Client will not offer any job or contract for work and services to employees of *YOUR OFFICE* neither will Client employ any employees of *YOUR OFFICE*.

2. *YOUR OFFICE* is entitled to adapt prices for all it's services on an annual basis following the common development of prices.

3. Meetingroom- and Printing Credits are valid on a monthly basis. Unused Credits can not be transferred to the following month and expire. Unused Credits can also not be refunded.

#### **XIII. Jurisdiction:**

1. Place of jurisdiction for all disputes arising from this Services Agreement is Vienna. Austrian law applies.

2. *YOUR OFFICE* reserves the right to change the place of jurisdiction to any other location. Austrian law applies in this case as well.