

# General

## Terms and Conditions



**YOUR OFFICE – Managed Business Services GmbH,**  
1120 Vienna, Am Europlatz 2

**YOUR OFFICE QBC Service GmbH,**  
1120 Vienna, Am Europlatz 2

**Annex A to the office service contract dating from \_\_\_\_\_ between YOUR OFFICE and**

**The following conditions apply in connection with any rental, service or other contract with YOUR OFFICE. They shall be considered to have been agreed upon the signing of such a contract.**

#### **I. Obligations of YOUR OFFICE**

1. **YOUR OFFICE** shall provide the contractual services within the stated business hours and within the scope of the agreements. This does not apply to force majeure or to incidents caused by technical maladministration.
2. **YOUR OFFICE** is not obliged to accept registered letters, orders, invoices, parcels, etc., especially if this results in obligations and costs for **YOUR OFFICE**.

#### **II. Obligations of the customer**

1. The use and return of the office and conference space, furniture, keys and technical equipment as well as any shared facilities outside the offices that are used are subject to proper and appropriate use at all times. The customer is liable for all damage and losses. At the end of the contract, the customer is obliged to return the rented office space to the same condition in which s/he received it or to reimburse the costs of any minor repairs that are necessary.
2. The customer is obliged to take out all insurance coverage required for his/her business and his/her premises, particularly third-party liability insurance, to maintain such coverage at his/her own expense for the duration of the contractual relationship, and to provide the lessor with proof of its existence upon request.

#### **III. Use of the rented premises/structural changes by the customer**

1. The rented premises may only be used as office space, and may only be used for commercial purposes. Subletting and/or any other transfer of use to third parties may only take place with the written consent of **YOUR OFFICE**. Pets may not be kept in the office space.
2. The customer may not carry out any structural changes, in particular, conversions or the addition of new fittings, installations, etc., without the written consent of **YOUR OFFICE**. S/he shall be liable for any damage caused in connection with the changes s/he has made. When the customer vacates the premises, s/he is obliged to bear the costs of the final cleaning and painting work and to restore the original state of the rented premises.

#### **IV. Advertising measures at the building**

1. Advertising measures are to be agreed with **YOUR OFFICE**. In particular, the existing general signage system must be used by the customer and the resulting costs borne by the customer proportionally.
2. Other advertising measures may only be applied with the express written consent of **YOUR OFFICE**.

#### **V. Access to the rented premises by YOUR OFFICE**

1. **YOUR OFFICE** and/or one of its agents may access the rented premises for the purpose of checking their condition or for other important reasons. If the rental contract is terminated within the stipulated period, **YOUR OFFICE** and/or one of its

agents may access the rented premises together with prospective new lessees during business hours as long as **YOUR OFFICE** provides the appropriate advance notification.

#### **VI. Duration of contract/termination of contract/vacating of rented offices**

1. Terminations must be made in writing and must have been received by the other contractual party in compliance with a notice period of three months from the end of the month. Any deposit will be refunded to the customer by **YOUR OFFICE** within six weeks subsequent to the official end of the contract, after payment of all outstanding invoices.
2. If, at the end of the rental period or upon termination of the contract or termination of the contract for cause without a notice period, the customer fails to vacate the rented premises on time at the end of the rental contract, s/he undertakes to pay to **YOUR OFFICE** compensation for loss of use in the amount of the usual monthly rent to be paid, including the full amount of rent for each month started.
3. Contracts can be terminated by **YOUR OFFICE** for cause with immediate effect and without a notice period if the contractual partner fails to fulfil his/her contractual obligations. The following, in particular, shall constitute grounds for termination without a notice period: delays of more than two weeks in making a payment, failing to pay a deposit on time, significant infringements of the house rules, non-contractual use of the office space, unauthorised transfer of rooms and facilities to third parties, immoral, criminal or unlawful business purposes and/or conduct of the contractual partner within the rented property, gross infringements of contractual fiduciary or ancillary obligations and similar breaches of contract.
4. A right of termination without a notice period shall also exist if insolvency proceedings are opened against the assets of the contractual partner, or if judicial settlement proceedings are applied for, or if the opening of such proceedings is rejected because the costs cannot be covered due to a lack of sufficient assets.
5. In the event of an immediate termination of contract, the customer must vacate the rented office space within 3 days of receipt of the notice of termination. Thereafter, **YOUR OFFICE** is entitled to have the office space vacated immediately and to use it for other purposes. The costs of such an eviction shall be borne by the customer.
6. In the event of the immediate termination of the contract, **YOUR OFFICE** is entitled to prohibit the customer from entering the office facilities and the office space covered by the contract. The customer shall be allowed to enter the premises for vacating purposes. The legal provisions on the lessor's right of lien shall apply. These provisions shall apply *mutatis mutandis* to terminations in due time after the expiration of the termination notice period.
7. In the event of the termination of the contract by **YOUR OFFICE** without a notice period, the outstanding monthly payments for the duration of the whole of the contract are due and payable immediately as compensation for damages due to non-performance. The subsequent letting of the office space shall not give rise to any reimbursement claims by the customer.

8. The customer rents the office space exclusively in the form of a subletting agreement from **YOUR OFFICE** and receives the contractually agreed services within the scope of the fixed of amount rent. The subletting agreement therefore ends automatically when the main rental contract between **YOUR OFFICE** and the owner of the property ends.

9. A modification or restriction of the services offered by **YOUR OFFICE** in accordance with the ancillary price list, which is not specified in the individual contract under Section 3, Remuneration for Services, does not entitle the customer to termination of contract for cause, an annulment of the contract, or any other premature termination of the contract.

10. Both **YOUR OFFICE** and the customer are entitled to withdraw from the contract if the office designated in the individual contract or an equivalent office at the same location is not made available to the customer within 3 weeks of the agreed commencement of the rental contract.

11. The customer undertakes to refrain from any use of the business address after the end of the contract, for whatever reason. In the case of customers who are entered in the commercial register, the customer must promptly change the business address at the commercial register court. In the event of an infringement, the customer undertakes to pay compensation for damages until the actual end of use of the business address. The amount of compensation for damages depends on the amount of the applicable DOMICIL service tariff of **YOUR OFFICE**.

#### VII. Offsetting

1. The customer is not entitled to offset counterclaims against claims of **YOUR OFFICE** or to assert a right of retention. Furthermore, the customer can neither assign, transfer nor pledge its contractual rights and claims.

#### VIII. Liability of the customer

1. The customer is liable for all damages culpably caused by his/her relatives, employees, suppliers and craftsmen. The burden of proving that the damage was not culpably caused shall lie with the customer. Any damage caused must be immediately reported to **YOUR OFFICE**. The customer is liable for further damage that is caused by late notification.
2. The customer will be provided with fully functional keys and/or keycards when he/she moves into the property. Damaged keys or keycards as well as defective keycards (even without intentional or obvious damage) are to be replaced by the customer without exception.

#### IX. Liability of YOUR OFFICE

1. **YOUR OFFICE** is only liable for those damages that the customer suffers as a result of a wilful or grossly negligent breach of duty by **YOUR OFFICE**. This liability is limited to maximum damages of EUR 7,000.00 per claim. Liability for indirect or consequential damages as well as for lost profits is excluded. **YOUR OFFICE** is not liable for:
  - a) Interruptions of the agreed services due to exceptional circumstances, such as strikes, lockouts, force majeure, and operational interruptions due to such things.
  - b) Damages that result from errors in content in the event of the processing and/or transmission of orders and communications made orally or by telephone.
  - c) Any delay in the transmission of notifications due to the fault of the post office or other forwarding agents over which **YOUR OFFICE** has no influence.
  - d) Damages incurred by the customer in the event of his/her exercise of the right to withdraw from the contract in accordance with point VI. 10. due to the non-provision of the office and/or a delay in the ability to use the office.
  - e) The security of the network, network environment and/or internet connection used by **YOUR OFFICE**. It is the responsibility of the customer to ensure the security of his/her data, programs, etc.

f) The legal validity of the use of the business address by the customer, particularly in terms of commercial, competition, and tax law.

2. The customer is obliged to report any damage for which s/he wishes to make **YOUR OFFICE** liable for compensation to **YOUR OFFICE** immediately after s/he becomes aware of it.

3. The customer is aware of the Austrian banking system, according to which credit balances in bank accounts with a value of up to EUR 100,000 are protected. The customer also expressly agrees to the deposit that s/he pays being held in a bank account in which the credit balance may exceed EUR 100,000. In such a case, should conditions for the realisation of the collateral arise, (e.g. bankruptcy is declared by the bank at which the account is held), the customer's claim to the reimbursement of the deposit shall be reduced by the percentage value which is calculated on the basis of the secured credit balance of EUR 100,000 (dividend) on the one hand and the actual credit balance at the time of the occurrence of the conditions for the realisation of the collateral (divisor) on the other.

#### X. Change of legal form, sale of the company

1. The customer must notify **YOUR OFFICE** immediately of any changes in the commercial register, the business registration, representational relationships or any other matters that are of importance to the contractual relationships.
2. If the customer changes the legal form of his/her company from a sole proprietorship or a partnership to a corporation, the personal liability of the customer for all obligations under the contract shall remain unaffected. An amendment shall be made, whereby the corporation shall accede to the existing contract on the customer side.
3. In the event of the sale of the operations of the customer or part thereof, prior agreement with **YOUR OFFICE** 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 customer remains in place.

#### XI. Ancillary agreements

1. Subsequent changes and additions to a contract must be made in writing. Any additional agreements and ancillary agreements as well as amendments and supplements to the contract are only effective if **YOUR OFFICE** has confirmed them in writing. Should one of the provisions of a contract be or become legally invalid in whole or in part, the validity of the remaining provisions shall not be affected as a result. In the place of such a provision, a new provision shall be applied which, upon due appraisal of the contract, comes closest to the will of the contractual parties. If the invalidity is based on a determination of performance or time, a legally permissible measure shall take its place.

#### XII. Other provisions | credits

1. During the period of the present contract and for six months after the expiry of the contract, the customer undertakes not to offer employment or orders to any employee of **YOUR OFFICE** on a work contract basis and/or to employ them. A contractual partner in breach of such an obligation is obliged to pay fixed damages amounting to the gross annual salary of the employee.
2. All rental, service and performance prices can be adjusted annually by **YOUR OFFICE** according to the general rate of price inflation. Any such changes shall become effective and binding on the customer after written notification by **YOUR OFFICE**.
3. Meeting room and printing credits apply on a monthly basis. Unused credits cannot be carried over to the following month and expire. A cash reimbursement of unused credits is also not possible.

4. The language of the contract is German. In so far as contracts are signed in both German and another language, the contract signed in another language serves only as a reference translation. In the event of any disputes arising from the contractual relationship, the signed German contract shall be controlling.

**XIII. Place of jurisdiction**

1. The place of jurisdiction for all disputes arising from this contract as well as for the matter of the existence of this contract is the place of business of **YOUR OFFICE**. The laws of the Republic of Austria shall apply.
2. **YOUR OFFICE** is entitled to pursue all proceedings against the customer before any competent court at the customer's domicile or place of business or before any other judicial or administrative authority. Austrian law is also applicable in such a case.