

GENERAL TERMS AND CONDITIONS

PRELIMINARY REMARK

- A. These General Terms and Conditions (hereinafter "**General Terms**") apply to the contractual relationship (hereinafter "**Agreement**") between EV Work Edition GmbH, Vancouverstraße 2a, 20457 Hamburg, Germany (hereinafter "**EV Work Edition**") with the customer (hereinafter "**Customer**") specified in the written or digital registration form (hereinafter together "**Registration Form**") in connection with the services of granting the possibility to use the co working spaces (i.e. open space, Work Edition lounges, meeting rooms, boarding rooms, co working desk, common areas) (hereinafter "**Co Working Space**" or "**Premises**") and associated services made available by EV Work Edition (hereinafter "**Services**").
- B. In case of conflicts, the terms specified in the Registration Form give priority to the terms and regulations of these General Terms. Capitalised terms used in these General Terms which are not defined shall have the meaning given to them in the Registration Form.
- C. EV Work Edition offers its services to business customers within the meaning of sec. 14 of the German Civil Code (*BGB*) and sec. 2 of the German Turnover Tax Act (*UStG*) only. A business customer is defined as a person who independently carries out a commercial or professional activity (sec. 2 para. 1 s. 1 of the German Turnover Tax Act (*UStG*)).
- D. An Agreement establishes a service contract with various service elements. The Premises will at all times continue to remain in the possession and control of EV Work Edition. No lease, tenancy or other right under property law with regards to the Premises is granted in relation to the Premises in favour of the Customer.
- E. These General Terms also apply if EV Work Edition provides services to the Customer without reservations and in knowledge of contrary or variant terms and conditions of the Customer. Any general terms of the Customer are rejected.

1. CONCLUSION OF AN AGREEMENT

The offer of Services on EV Work Edition's website or app does not constitute a binding offer. All requests to conclude an Agreement are subject to availability. By sending a completed registration request via EV Work Edition's website or app, the Customer makes a binding offer to conclude a corresponding Agreement with EV Work Edition. A legally valid Agreement between the Customer and EV Work Edition is only concluded when the offer is accepted by EV Work Edition by sending a confirmation e-mail to the Customer.

2. SCOPE OF SERVICES

- 2.1 A "**Day Pass**" comprises the following services for one (1) day (8:30 am to 5:30 pm) specified in the Registration Form:
- access to an Open Space Seat according to availability
 - WLAN throughout the Premises
 - use of the lounge & common areas
 - free coffee, water, sparkling water
 - use of the fully equipped kitchens
 - discounted prices for meeting and board rooms
 - Reception Services between 8:30 am to 5:30 pm
- 2.2 A "**Day Pass Bundle**" entitles the Customer to use the services of the Day Pass on a total of ten (10) days (each from 8:30 am to 5:30 pm). Subject to the respective day-dependent availability of Open Space Seats, the Customer is free to decide on which days he/she makes use of a Day Pass. The ten days can, but do not have to, be consecutive. A Day Pass Bundle is valid for a total of 6 months from the date of purchase/booking.
- 2.3 The booking of "**Meeting/Event Rooms**" with or without catering package entitles the Customer to the usage of the premises specified in the Registration Form during the period specified in the Registration Form, in particular for conferences, meetings and other events.
- 2.4 "**Open Space Seat**" entitles the Customer to the usage of an open space seat subject to availability, which is not guaranteed by EV Work Edition. Open Space Seats are allocated based on a "First Come - First Serve" basis.
- 2.5 "**Reception Services**" between 8:30 am to 5:30 pm on business days, such as registration of visitors and guests, booking of additional services, assistance in using the Services etc.
- 2.6 "**Office Cleaning**" is carried out during normal office hours. The Customer shall provide access to the cleaning personnel.
- 2.7 EV Work Edition may adapt the scope and content of individual services at its reasonable discretion, provided that the general nature of the ordered services is not effected.
- 2.8 The use of additional services or the exceeding of booked quotas triggers extra fees. The fees are based on the price list valid at the time of service provisions, which is available upon request and in the Work Edition app.
- 2.9 The booking of a certain service packages entitles the Customer to use the resources and services provided within the scope customary for office use. EV Work Edition reserves the right to charge the Customer additional fees in case of excessive use.

3. CHARGES / FEES FOR ADDITIONAL SERVICES

- 3.1 EV Work Edition will invoice the Customer for the charges as specified in the Registration Form and any fees for additional services. The fees for additional services are based on the respective price list valid at the time of booking of services, which is available upon request. The invoice for additional services shall be payable within ten days of receipt.
- 3.2 All fees and charges are understood net, plus the relevant applicable legal value added tax (currently 19 %). All fees and charges are non-refundable. If the booking is cancelled by the Customer, the Customer will not receive a refund. However, in the event of a cancellation of the booking of Meeting/Event Rooms without a catering package, the Customer has the right, subject to corresponding availability, to rebook within 3 (three) months.
- 3.3 Charges as well as any fees for additional services ordered are payable regardless of whether the Customer actually uses the booked Services or the Co Working Space.

- 3.4 The Customer can only offset claims that are undisputed, recognised by EV Work Edition or established by court order against a claim of EV Work Edition. The right of the Customer to assert any claims for repayment of overpaid fees or other claims separately against EV Work Edition shall not be affected by the above provisions.

4. INPUT TAX RELIEF

- 4.1 As a precautionary measure, EV Work Edition waives its exemption from VAT pursuant to sec. 9 of the German Turnover Tax Act (*UStG*) within the meaning of sec. 4 no. 12 lit. a) of the German Turnover Tax Act (*UStG*) (option for VAT liability). The Customer is obliged to use the Work Edition Space exclusively for turnovers that does not exclude the deduction of input tax pursuant to sec. 15 of the German Turnover Tax Act (*UStG*). If EV Work Edition requires proof of this, the Customer is obliged to cooperate in this respect. The Customer affirms that it will notify EV Work Edition immediately if the conditions according to sentence 1 of this Sec. no longer exist.
- 4.2 Should the Customer violate the aforementioned obligations, the Customer must compensate, respectively hold harmless EV Work Edition for any damages incurred. If the precondition for the option for VAT liability of EV Work Edition pursuant to sec. 9 para. 2 of the German Turnover Tax Act (*UStG*) ceases to apply because the Customer fully or partially fails to use the premises in accordance with the agreement made in Sec. 4.1, and the absence of the option requirement only becomes known afterwards, EV Work Edition is entitled to subsequently correct the previously issued invoices in such a way that the contractual gross fee paid thus far subsequently corresponds to the fee without VAT. Any further claims of EV Work Edition shall remain unaffected.
- 4.3 Any claims of EV Work Edition against the Customer under this provision shall expire after 10 (ten) years. If the Customer does not meet its aforementioned information requirements, the limitation period shall be extended to 10 (ten) years for all claims based on circumstances about which EV Work Edition was not informed by the Customer.

5. TERMINATION

- 5.1 Either Party may terminate the Agreement with immediate effect for good cause. A good cause for EV Work Edition is deemed to exist in particular, if the Customer lets unauthorized third parties access the Premises.
- 5.2 If EV Work Edition terminates the Agreement for good cause because of a culpable breach of duty on the part of the Customer, the Customer will compensate EV Work Edition for any resultant losses.
- 5.3 Regarding the cancellation of a booking, see Sec. 3.2.

6. ACCESS TO PREMISES

- 6.1 The Customer will ensure that only authorized users and no third parties gain access to the Premises unless explicitly authorized by EV Work Edition. Guests must register at the reception and may only enter the Premises during normal office hours.
- 6.2 Keys and access cards may not be given or made accessible to third parties unless previously agreed with EV Work Edition. The Customer is liable for losses caused by third parties who have gained access to the Premises through the Customer.
- 6.3 EV Work Edition reserves the right to use the Premises or parts thereof for public and private events. The Customer accepts that access to the Premises or parts thereof as well as the use of facilities and other services may be restricted during such events.

7. ACCESS AND MAINTAINANCE BY EV WORK EDITION

- 7.1 EV Work Edition is at any time of the day or night entitled to access the Premises used by the Customer in order to satisfy itself that the use is in accordance with the contract. EV Work Edition may terminate the use of the Premises in the event of a material breach of this Agreement or of criminal law. Unless in case of danger, EV Work Edition will provide an advance notice and make every effort to not disrupt the business operations of the Customer.
- 7.2 EV Work Edition is entitled to undertake maintenance and improvement works to the Premises, including the office space used by the Customer. Such works may occur inside or outside of the Premises. EV Work Edition will take reasonable commercial efforts to consult with the Customer in advance on the timing of works and to ensure that effects to the business operations of the Customer are limited as far as possible.

8. HOUSE REGULATIONS

EV Work Edition is entitled to issue additional house regulations, which govern other duties of the Customer and form a constituent part of the Agreement between the Parties. The Customer has to oblige any of its authorized users, guests or other third parties brought into the Premises to observe the house regulations.

9. COMPLIANCE BY CUSTOMER

- 9.1 The Customer agrees to abide by all applicable laws and regulations.
- 9.2 In particular, the Customer shall be solely responsible for its compliance with the Workplace Ordinance (*Arbeitsstättenverordnung*), the Workplace Directive (*Arbeitsstättenrichtlinie*) or other occupational health and safety regulations as well as other relevant laws and regulations governing the usage of office spaces by the Customer's employees. The Customer acknowledges that the furnishing of the Premises as provided by EV Work Edition merely constitute furnishing proposals and that Customer itself is solely responsible to arrange the furniture and the workplaces in a way that ensures compliance with the Workplace Ordinance (*Arbeitsstättenverordnung*), Workplace Directive (*Arbeitsstättenrichtlinie*) or other relevant laws and regulations. EV Work Edition does not guarantee that the office space, workstation or open seat assigned to the Customer fulfils or is suitable to fulfil the applicable requirements.
- 9.3 EV Work Edition may at any time request additional information and documentation from the Customer, such as proof of identity, corporate documents or tax registrations. EV Work Edition shall also be entitled to request data from SCHUFA or other business data agencies.
- 9.4 For events held in the booked Meeting/Event Rooms, the Customer assures that it is not acting on behalf of another organiser. The Customer shall ensure that the legal requirements for the staging of the Event (e.g. any permits to be obtained, registrations to be made, fees to be paid) are fulfilled and that the legal (in particular public-law) regulations are complied with when the Event is held. If an official permit is required for the agreed use, the Customer shall prove this to EV Work Edition upon request in due time before commencement of use. EV Work Edition points out that the premises are approved as office space under building regulations. Events as defined by the Ordinance on Places of Assembly (*Versammlungsstättenverordnung*) are therefore not permitted. The Customer will indemnify EV Work Edition from all

claims by third parties in the event of culpable breach of this obligation. Any necessary registration and payment of fees with GEMA shall be the responsibility of the Customer. At the request of EV Work Edition, the Customer shall provide proof of payment of the GEMA fees. The Customer shall ensure that the number of persons permitted for the rented rooms is not exceeded. If this number is exceeded, the Customer is liable for all resulting damage. If the Customer requires the supply of beverages or other catering, the Customer will generally order this through EV Work Edition and not provide such services itself or procure them from a third party without the consent of EV Work Edition. The Customer shall be liable for all personal injury or damage to property caused by him/her or his/her employees or other contractual partners as well as participants in the event.

10. LIABILITY / LIMITATION OF LIABILITY

- 10.1 EV Work Edition shall be liable with the diligence of a prudent businessman for the fulfilment of its obligations under the Agreement. The Customer is responsible to inspect the Premises before concluding the Agreement.
- 10.2 Depending on the chosen Service, the workstation or open seat chosen or assigned to Customer may be located in an open-space office and may therefore not be self-contained. Having noted these conditions, the Customer therefore waives any claims possible under sec. 536, 536a of the German Civil Code (*BGB*). Any claims for reduction in fees are likewise excluded. EV Work Edition does not guarantee the condition of a particular office space, workstation or open seat.
- 10.3 Claims to reduce the fee due to initial defects, which are present at the time the Customer starts using the Premises, are excluded, including, but not limited to, any direct or analogue claims pursuant to sec. 536 para. 1 s. 1 alt. 1 of the German Civil Code (*BGB*) (if applicable). Also excluded are claims by the Customer for damages regardless of the legal basis.
- 10.4 The Customer is aware that the Premises are not air-conditioned or mechanically ventilated. This means that in summer the temperature of the Office Spaces may rise, causing an ambient temperature of 26°C or higher. Such an increase in temperature does not constitute a defect.
- 10.5 EV Work Edition shall not be liable for any infringement of copyright or personal rights that may be caused by the use of shared premises, equipment or networks. Should the Customer become aware of confidential information or business secrets of other customers, the Customer is obliged to maintain confidentiality with respect thereto, unless this is contrary to the law.
- 10.6 EV Work Edition shall have no liability in respect of the security of the IT network offered in the Premises. It shall not be liable for any violation or infringement upon the Customer's intellectual property rights or any infringement occurring with the transmission of data or data carriers. It is the Customer's sole responsibility to implement a backup solution.
- 10.7 The Customer shall be liable for all damage to Premises, the furniture and inventory provided, which exceeds normal wear and tear and which is culpably caused by the Customer himself, its authorized users, vicarious agents or visitors. The same applies to any loss of furniture and furnishings.
- 10.8 EV Work Edition shall not be liable for late or poor performance of the obligations under the Agreement if the failure is caused by circumstances beyond the control of EV Work Edition, such as lightning, strikes, fire, acts of war, requisition, seizure, epidemics, pandemics (such as COVID-19), foreign exchange restrictions, riot or civil disobedience, transport restrictions, shortage of goods, constitutional amendments by authorities, official restrictions or shortage and/or delay in delivery by suppliers ("**Force Majeure**"). EV Work Edition shall be exempt from the accusation of failure to fulfil its obligations as long as the Force Majeure lasts. EV Work Edition must immediately inform the Customer of this fact and provide an appropriate description of the circumstances of the existence of Force Majeure. EV Work Edition is always obliged to take appropriate measures to reduce the effects of Force Majeure. The Parties unanimously agree that any developments or effects of the current COVID-19 pandemic, which go beyond those known to the Parties on the date of concluding the Agreement shall still be considered as Force Majeure within the meaning of this section.
- If EV Work Edition fails to make such a notification, EV Work Edition shall remain responsible for the late and/or poor performance if the failure is due to Force Majeure. If the failure due to Force Majeure persists for more than three (3) months, the Customer shall be entitled to terminate the Agreement in whole or in part with immediate effect.
- 10.9 In the event of malfunctions or defects, the Customer must inform EV Work Edition immediately about the defect and provide sufficient opportunity to remedy the defect.
- 10.10 The Customer is solely responsible for any items or documents brought into the Premises. EV Work Edition shall not be held responsible for any lost or stolen items or documents.
- 10.11 The Customer is responsible to maintain at its own expenses personal property insurances as well as commercial general liability insurances. For events held in the booked Meeting/Event Rooms, the Customer must provide evidence of event liability insurance with sufficient coverage (at least EUR 500,000.00 for property damage and personal injury). Customer is obliged to provide proof of such insurances to EV Work Edition upon request at any time.
- 10.12 Excluded from all exclusions/limitations of liability are damages resulting from injury to life, body, or health; other damages that EV Work Edition, its legal representatives, or vicarious agents have caused intentionally or through gross negligence, or which are based on a violation of essential contractual obligations for which EV Work Edition, its legal representatives, or vicarious agents are responsible. Essential contractual obligations in this context are those obligations that make the proper fulfilment of the Agreement possible in the first place and on which the other party relied and could also rely and whose culpable non-fulfilment endangers the achievement of the purpose of the Agreement.

11. INDEMNIFICATION

The Customer shall indemnify EV Work Edition from and against any and all claims, including third party claims, liabilities and expenses as well as reasonable attorney fees, which result from

- a breach of the Agreement and/or these General Terms by the Customer, the authorized users or guests of the Customer or any other third party which has been granted access to the Premises by the Customer;
- a violation of or non-compliance with applicable laws and regulations, including, but not limited to, non-compliance of the Workplace Ordinance (*Arbeitsstättenverordnung*); or
- an illegal use of the Internet and/or a violation of the provisions of Sec. 12.2.

12. USE OF SERVICES AND RESOURCES

- 12.1 The Customer acknowledges that the provision of certain services and resources is inherently dependent on the functioning of third-party services and infrastructure such as telecommunications, the Internet, electricity and similar, over which EV Work Edition has no influence. EV Work Edition shall not be liable for the malfunction, interruption or failure of the infrastructure or services of a third party that are necessary for the provision of the services.
- 12.2 The Customer knows that overall bandwidth availability is limited. To enable all customers to work properly the Customer will only use the internet access provided by EV Work Edition for business purposes. Customers may not stream, download or upload music, films, live-streams, etc. If the Customer's business activity makes it necessary to stream, download or upload such data, the Customer will seek a solution with EV Work Edition beforehand (e.g. set up own fixed-line network).
- 12.3 Use of the Internet connection is at the risk and peril of the Customer or third parties who use the Customer's connection with the Customer's consent. The Customer himself is responsible for the data transmitted via the Internet, the services used and legal transactions carried out via the Internet, and bears the costs for this. The Customer undertakes to comply with the applicable law when using the Internet by himself or by third parties and in particular not to retrieve or distribute any immoral or illegal content, not to illegally reproduce, distribute or make available any goods protected by copyright, and to comply with the applicable youth protection regulations, not to send or distribute any harassing, defamatory, threatening or otherwise illegal content, not to use the Internet access for sending mass or chain messages ("spam") and/or other forms of illegal advertising, and to refrain from doing anything that could expose him and/or EV Work Edition to third-party liability claims.
- 12.4 As far as an internet flat rate is part of the Agreement, a transfer of the access code is expressly prohibited.

13. COLLECTION AND STORAGE OF PERSONAL DATA

- 13.1 The collection, storage and use of personal data including usage of key cards and video surveillance in common areas by EV Work Edition takes place within the framework of the statutory provisions. Details can be found in EV Work Edition's data protection declaration.
- 13.2 The Customer shall provide EV Work Edition with all requested documentation and other information for the proper identification or determination of the contracting party, the beneficial owner and the determination of status as a politically exposed person within the meaning of the German Money Laundering Act (*GwG*) as well as other applicable money laundering regulations. This shall also apply as soon as and to the extent that changes in the beneficial owner of the Customer or of his status as a politically exposed person occur. The Customer is also obliged to provide documentation and other information if requested by the banks. The Customer consents that EV Work Edition collects such information from the Customer and forwards it to the bank to satisfy the banks' compliance duties under applicable money laundering regulations. The banks will be solely responsible for such data and determine the usage and deletion of such data.

14. CONFIDENTIALITY

- 14.1 The Parties undertake not to make information received from the other party available to third parties without the consent of the other party. This includes business information that may be of a confidential nature, such as trade secrets and information subject to a statutory duty of confidentiality. Information marked as confidential must always be treated as confidential information.
- 14.2 The Parties' obligation to protect confidentiality under this section shall not extend to trade secrets or other confidential information where the receiving Party can prove that (i) they were already known at the time of receipt, (ii) are or were generally known without breach of this Agreement, (iii) originate from third parties who have obtained the information by lawful means and who themselves are not under an obligation of confidentiality, or (iv) are intended to be made generally known by virtue of a court judgment, official order or applicable law.

15. CHANGES TO THE GENERAL TERMS

EV Work Edition is entitled to update the General Terms from time to time. In such case, EV Work Edition will provide notice to the Customer about the changes. The changes are deemed to have been accepted by the Customer if the Customer has not objected to the changes in writing within one month after reception of the notice. Continued usage of the Premises or Services beyond this time constitutes acceptance of the changes.

16. MISCELLANEOUS

- 16.1 The Customer is not entitled to assign the rights and obligations arising from the Agreement in whole or in part to a third party, unless EV Work Edition has given its prior written consent. It is hereby clarified that the Customer does not have the right to (sub-)let the office space, furniture & inventory or to allow a third party to use it, even partially, unless EV Work Edition gives its prior written consent. The Customer's right to temporarily use the furniture and services by visitors remains unaffected. It is at the sole discretion of EV Work Edition to refuse such consent. In the event of assignment or letting / transfer of use without the consent, EV Work Edition is entitled to terminate the Agreement immediately. Further rights and claims shall remain unaffected by this.
- 16.2 Changes or additions to the Agreement must be made in writing, for which the text form in accordance with sec. 126b of the German Civil Code (*BGB*) shall be sufficient. This also applies to the cancellation of this written form requirement. For additional services ordered by the Customer after conclusion of the Agreement, such additional services will become an integral part of the Agreement even without an order confirmation, provided that the parties have reached an agreement to such effect.
- 16.3 All notifications necessary or permitted under this Contract must be in text form, unless these General Terms provides for another form.
- 16.4 German law applies. Insofar as the Customer is a merchant as defined in the German Commercial Code (*Handelsgesetzbuch*), Hamburg is agreed as the exclusive place of jurisdiction.
- 16.5 If any provision of the Agreement or these General Terms becomes invalid, illegal or unenforceable, the remaining provisions hereof nevertheless will continue in full force and effect without being impaired or invalidated in any way. The parties are aware of the case law of the Federal Supreme Court, where, after all, a salvation clause merely reverses the burden of proof. However, it is the express intention of the parties to maintain the validity of the remaining provisions of the contract under all circumstances and thus to abolish sec. 139 of the German Civil Code (*BGB*) in its entirety. Instead of the invalid provision, a provision shall apply which comes closest to the invalid in economic terms. The same applies in case of a regulatory gap.
- 16.6 These General Terms have been last amended in October 2023.
- 16.7 In the event of discrepancies between the English and German version of these General Terms, the German version prevails.