

**MYHIVE GENERAL TERMS AND CONDITIONS (myhive GTC)
as of 12/2021**
myoffice – OFFICE, myroom – OFFICE ROOM, mydesk – OFFICE WORKSPACE

1. **Scope and Validity:** These General Terms and Conditions, hereinafter “myhive GTC”, shall apply to all Lease Agreements for office premises owned by Immofinanz AG or its affiliated group companies offered within the scope of the myhive office concept. Lease Agreements for office workspaces (mydesk) are concerning space lease (“Flächenmiete”) and shall therefore not be subject to the application of the Austrian Tenancy Act (Mietrechtsgesetz, MRG). The tenancy law provisions of the Austrian Civil Code (ABGB) apply. Provisions of the Lease Agreements regarding self-contained offices (myoffice) and office rooms (myroom) shall be subject to the partial application of the Austrian Tenancy Act (“MRG-Teilwendungsbereich”).
2. **Principal Provisions:** The contracting parties and the essential provisions are laid down in the document “LEASE AGREEMENT MYHIVE”, hereinafter the “Lease Agreement”. In the case of contradictions between the Lease Agreement and the GTC, the provisions of the Lease Agreement shall have priority.
3. **Annexes to the Lease Agreement:** All Annexes to the Lease Agreement and the documents to which the Lease Agreement or these myhive-AGB expressly refer by stating the URL form integral parts.
4. **Rental concept of myhive:** myhive office leases offer (a) modern and flexibly equipped rooms, (b) a good infrastructure, (c) depending on the lease variant, rooms that can be shared or booked for exclusive use, (d) comprehensible, all-inclusive rent prices. The Lessor shall not be liable for the occurrence of any expectations on the part of the Tenant arising from this rental concept which go beyond the use of the rented rooms and the provision of the services expressly promised. The rental concept requires mutual special consideration with regard to jointly used areas.
5. **Rules of conduct:** The Tenants are obliged to comply with the applicable myhive house rules, retrievable from <https://myhive-offices.com/en/home>, and to use the facilities serving the common use in an appropriate and fair manner towards the co-users (fair use). In view of the shared use of space, the myhive rental concept requires particular care in handling keys/key chips/access codes. The Tenant shall report any loss to the Lessor immediately. Any consequential costs caused by loss or misuse shall be borne by the Tenant.
6. **Rental variants:**
 - 6.1. myoffice: An entire office in the conventional sense (independent self-contained office) is rented out with those rooms and ancillary rooms as shown and equipped according to the plan, as described in the CFS (Construction and Furnishing Specification), for the Tenant’s exclusive use.
 - 6.1.1. The following **basic services** are covered by the all-inclusive net rent for myoffice:
All recurring operating costs plus costs for **electricity, heating** and **air conditioning**.
 - 6.1.2. The following **additional services**, which are subject to a fee, can be used:
 - (a) **Office furniture use** in accordance with the applicable specifications, available at <https://myhive-offices.com/en/home>.
 - (b) **Internet use** (WiFi) in accordance with the applicable Internet specifications, available at <https://myhive-offices.com/en/home>.
 - (c) **Cleaning services** in accordance with the applicable specifications, available at <https://myhive-offices.com/en/home>.
 - (d) **Technical Facility Management** in accordance with the applicable specifications, available at <https://myhive-offices.com/en/home>.
 - (e) **Reception** of the Tenant’s visitors in the myhive lobby during the respective opening hours.
 - 6.2. myroom: A lockable office space is rented out as shown on the plan and fully equipped with desks, desk chair, office floor lamps, mobile container and shelves in a usable condition or as inspected.
 - 6.2.1. The following **basic services** are covered by the all-inclusive net rent for myroom:
 - (a) **All recurring operating costs** plus costs for **electricity, heating** and **air conditioning**
 - (b) **Office furniture use** in accordance with the applicable specifications, available at <https://myhive-offices.com/en/home>.
 - (c) **Internet use** (WiFi) in accordance with the applicable Internet specifications, available at <https://myhive-offices.com/en/home>.
 - (d) **Cleaning services** in accordance with the applicable specifications, available at <https://myhive-offices.com/en/home>.
 - (e) **Drinks:** unlimited coffee, tea and water are available for free in the myhive Lounge
 - (f) **Technical Facility Management** in accordance with the applicable specifications, available at <https://myhive-offices.com/en/home>.
 - (g) **Reception** of the tenant’s visitors in the myhive lobby during the respective opening hours.
 - (h) **Printers:** in accordance with the applicable printer specifications, available at <https://myhive-offices.com/en/home>.
 - 6.2.2. Tenants of myroom have a lounge area, a kitchen, think tanks and toilets at their disposal for shared use with other tenants of myroom and mydesk at no extra charge. The available meeting rooms can be booked subject to availability.
 - 6.3. mydesk: One or more workspaces (desks) are rented out in an office space that is shared with other tenants of mydesk. Each mydesk is equipped with a desk, desk chair, and mobile container in a usable condition or as seen.
 - 6.3.1. The following **basic services** are covered by the all-inclusive net rent for myroom: See Section 6.2.1.
 - 6.3.2. Tenants of mydesk have access to additional rooms for shared use: See Section 6.2.2.
 - 6.3.3. Tenants of mydesk are not permitted to install their own furnishings, especially furniture and technical peripherals in the rooms, nor to make any modifications.
7. **Rental Property:** Only the indoor area of the Rental Property (hereinafter “RP”) shall be rented out. Any disposition over the outside of the RP requires the written consent of the Lessor. Information boards, lettering, signs and the like may only be affixed outside the RP with the written consent of the Lessor and have to comply within the customary. The uniform appearance of the property’s façade and the advertising facilities of all other tenants must be taken into account. All area dimensions stated in the Lease Agreement or in the Annexes are plan measurements. Deviations of +/-5% from the actual measurements are permissible. The Tenant shall thoroughly inspect the RP comprehensively (Inspection of the

RP and location, review of the plans and specifications). The Tenant shall only sign the Lease Agreement if the RP is sufficiently specified for them.

8. **Member benefits:**

- (a) Each tenant receives, at no further cost for each authorised person named by him/her, access to the lobby of the **myhive** location with free WLAN during the respective opening hours, access to the **myhive** app with all information about **myhive** locations, services and events and thus access to the **myhive** community, the invitation to participate in events (usually with a limited number of participants) at the respective **myhive** location. The **member benefits** are personal and cannot be inherited by the beneficiaries or transferred to third parties. The **member benefits** terminate automatically, i.e. without any notice being required, and with immediate effect (a) upon termination of the lease, (b) upon the departure of an authorised user or (c) upon revocation by the Lessor. A redemption in cash is excluded. There is no legal entitlement to the services under the **member benefits**. The lessor may modify the **member benefits** at will in any form or discontinue them in full (in part).
 - (b) For a separate fee in accordance with the applicable terms and conditions and fees, available at www.myhive-offices.com, the Tenant shall be entitled to book at short notice ●a **myflex** for a whole day, ●a conference room outside the **mycowork** area for at least 1 hour, if available, ●a parking space, if available.
 - (c) The Tenant shall be entitled to use at no further cost the infrastructure at the **myhive** location (if available); this includes ●mylounge, ●bike room and ●shower.
 - (d) Tenants renting **mydesk** or **myroom** are entitled, at no further cost, ●to access the **mycowork** area (for one location or for all locations in one city, depending on the contract), ●to use the shared workspaces located in the **mycowork** area which are marked accordingly, ●to use the kitchens, think tanks (focus rooms) located in the **mycowork** area and any other rooms available for shared use by all **mycowork** users, depending on availability.
 - (e) Tenants renting **mydesk** or **myroom** are entitled ●to book a meeting room within the **mycowork** area at short notice ●to use printers installed in the **mycowork** area against payment of the printing costs charged per page.
9. **Booking points:** Tenants renting **mydesk** or **myroom** shall receive bonus points ("booking points") from the Lessor for concluding this agreement without further payment. The Tenant can redeem these booking points for paid services at the **myhive** location. A redemption in cash is excluded. Booking points can only be used personally by the Tenant or the authorised users named by the Tenant and can neither be inherited nor transferred to third parties. Booking points shall expire automatically without any right to replacement if they are not redeemed within one (1) month or if the booking points system is discontinued by **myhive**. The number of points collected can be retrieved electronically via the **myhive** app.
10. **Purpose of lease and permissible usage:** The Tenant shall rent the RP for the purpose specified in the Lease Agreement. The use for the following activities is prohibited: Distribution of any kind of unsolicited messages, invasion of privacy of persons or companies, distribution of spam, immoral, offensive or other illegal data, illegal download or upload, etc. The Tenant shall be strictly prohibited from obtaining or passing on information from other tenants/users without their express consent, in particular their e-mail addresses. Only one person per workspace is entitled to use the workspace. If this person is not the Tenant, the Tenant must inform the Lessor of the respective user with their personal data when renting. The passing on of keys, key chips, codes or other access authorisations to other persons is prohibited. The Tenant shall be liable for the behaviour of the users named by him/her. See also Sections 4. and 5. of these **myhive** GTC. The Lessor shall be exclusively liable for an existing building permit for office use.
11. **Contract initiation via the myhive app or online via the web portal:** The agreement shall only be concluded upon the signing of the **myhive** lease agreement by both parties (see Section 30). For contract initiation via the **myhive** app or online via the web portal, the Tenant must make a one-time, refundable advance payment before signing the **myhive** lease agreement. The advance payment will be credited against the first rent due.
12. **Commencement of Lease and Term of Agreement:** From the beginning of the lease, the Tenant shall pay the entire gross rent to the Lessor for the duration of the existing lease. The limited-term lease shall end upon expiry of the limited period without need for a separate notice of termination.
13. **Termination for a Compelling Reason:** The Tenant shall have, at any time, the right to terminate the lease in accordance with Section 1117 (RP is unusable), the Lessor in accordance with Section 1118 of the Austrian Civil Code ("ABGB") (substantially adverse usage, qualified rent arrears). Furthermore, the Lessor shall be entitled to terminate the contract at any time if the Tenant (a) repeatedly violates the applicable **myhive**-house rules available at <https://myhive-offices.com/en/home> (see Section 5 of these **myhive** GTC), (b) behaves in a way that disturbs, endangers or harms other tenants (e.g. soiling of communal areas, noise, immoral, criminal, improper or generally unhealthy behaviour) or (c) behaves unfairly towards other **myhive** tenants because he obviously makes excessive use of facilities serving the common use despite being warned (see Sections 4 and 5 of these **myhive** GTC). In the event of a justified termination of the lease, the Lessor shall not be obligated to reimburse any rental fee already received on a pro rata basis.
14. **Handover:** The RP shall be handed over to the Tenant at commencement of the lease. For **myoffice** leases a handover report shall be prepared regarding the transfer. In this report any defects and an appropriate period for rectification shall be recorded. Any identified defects which are not obstacles to the proper usage of the RP in accordance with the agreement shall not be an obstacle to the transfer and occupation of the RP and thus the commencement of the rental period.
15. **Rent, Due date:** The Tenant shall pay an all-inclusive fee for the use of the room, including the basic services described in Section 6 of these **myhive** GTC for each of the rental options and a fee for the additional services used in accordance with the rental agreement, plus VAT at the statutory rate. The rent shall be paid in advance by the 5th of each month free of charge for the Lessor. In the event of a late payment the Tenant undertakes to pay a default interest of 4% above the 3-month Euribor. Furthermore, the Tenant shall compensate the Lessor for any additional damage, such as the costs of appropriate extrajudicial enforcement or recovery measures. In the event of a culpable delay in payment on the part of the Tenant, the Lessor shall also be entitled to refuse him/her access to the rental property until the arrears have been paid. In the event of default of payment with regard to the additional services, the Lessor shall be entitled to suspend the respective services immediately until the arrears have been paid.

The Tenant is not entitled to make additions or explanations on payment slips, since such additions or explanations are not brought to the knowledge of the Lessor due to machine processing.

The rental fee does not include the operating resources required by the Tenant for business operations and not included in the basic services (such as costs for telephone, fax, "Telekabel" [i.e. broadband internet access], special power current and the like, in each case including connection costs, maintenance and repair), for which the Tenant shall be responsible.

16. **Exclusion of Set Off:** The Tenant shall not be entitled to set off claims against the Lessor against the rent or other claims of the Lessor in connection with the Lease Agreement, unless the claims of the Lessee have been determined by a court of law or have been expressly recognised by the Lessor.
17. **Indexation clause:** The rental fee shall be subject to indexation. The adjustment of the rental fee is to be carried out annually, and the new rent being valid from January of the following year is determined by comparing the August index figure of the current year with the August index figure of the previous year in which the last adjustment of the rent took place, which then remains decisive for the entire year. The initial starting point for indexation value protection is the index figure for the month specified in the Lease Agreement. If no starting point is specified in the Lease Agreement, the index figure for the month in which the agreement is concluded shall be the starting point. Even if the Lessor accepts or confirms the amount of the rent without considering the indexation, this does not in any way imply that the Lessor has waived the differential amounts resulting from the indexation clause for the preceding rental periods.
The Lessor shall have the right to collect the indexation difference retroactively for a period of 3 years (Section 1486 ABGB). In the event that the consumer price index is no longer published, the published index that most closely corresponds to this index in terms of economic performance and also best reflects the general development of prices and purchasing power shall be used instead as the basis for value protection.
18. **Value added tax (VAT):** The Lessor declares to exercise the option of standard taxation according to Section 6 (2) of the Austrian Value Added Tax Act of 1994 (Umsatzsteuergesetz, abbrev. UStG 1994), while the Tenant declares that they almost exclusively, i.e. at least to an extent of 95%, generate revenues for which they are entitled to reclaim input tax. The Tenant undertakes to refrain from making any relevant changes with respect to their entitlement to reclaim input tax on their revenues and to inform the Lessor immediately of unavoidable changes thereto; otherwise the Tenant shall be liable to pay damages for tax disadvantages to the Lessor. In the event of a change, regardless of the cause, to the general legal conditions imposed by the UStG 1994 affecting the lease under this agreement (e.g.: elimination of fiscal options and statutory non-genuine tax exemption of the lease) the Tenant shall compensate any VAT-related losses incurred by the Lessor, e.g. a (partial) suspension of the input tax deduction or a (partial) adjustment of heretofore asserted input tax claims. This compensation shall be effected in the form of a one-off or recurrent supplementary payment on the main rent or the operating costs, corresponding to the amount of the economic losses. The Lessor shall present a comprehensible calculation to the Tenant on request.
19. **Deposit:** The Tenant shall be obliged, when signing the Lease Agreement (and/or during contract initiation), to provide the Lessor with a deposit in cash, by means of credit card transaction or in the form of an abstract guarantee, in the amount and in the manner agreed in the Lease Agreement and regulated therein, as security for all the Tenant's liabilities arising from or in connection with the Lease Agreement. A bank guarantee must be issued by a domestic bank and must have a minimum term of up to two months after the end of the term of lease. The Lessor shall be entitled to use the deposit to cover liabilities. After a justified claim to the deposit by the Lessor, the Tenant shall immediately replenish the deposit amount to the full original amount upon first request, otherwise this shall be deemed to be a rent arrears. If a guarantee provided by the Tenant ends before the expiry of the minimum term mentioned above, the Lessor shall be entitled to claim the guaranteed amount for the purpose of converting it into a cash deposit.
20. **Prohibition of Subletting, Transfer or other Assignment to Third Parties:** The Tenant shall not sublet the RP, in whole or in part, or in any other way (against payment or free of charge) to third parties without the express written consent of the Lessor, nor may the Tenant assign rights from the Lease Agreement to third parties.
21. **Adaptations by the Tenant:** Any change or repair in the RP intended by the Tenant requires the written approval of the Lessor and the obtaining of all necessary permits by the Tenant. The Tenant waives all claims to reimbursement of expenses incurred by them (in particular all claims in accordance with Section 1097 in conjunction with Section 1036 or 1037 ABGB and Section 1096 ABGB).
22. **Warranty, liability:** The Tenant has expressly and comprehensively informed himself/herself about the myhive rental concept before renting. The Tenant waives any claims arising from the fact that the shared use may cause noise pollution or disturbance by other tenants. The Lessor shall not be liable for the behaviour of other tenants, but in the event of repeated disruptive behaviour by other tenants, the Lessor will exercise the right to terminate the lease with those tenants who violate the myhive-house rules. The Lessor shall only be liable for damages caused by him, his employees or vicarious agents with intent or gross negligence, in the case of personal injury also for slightly negligent behaviour. The Tenant shall be responsible for the safe locking of his objects, documents and data and the Lessor shall not be liable in case of misappropriation, theft, loss or damage. There is no insurance cover on the part of the Lessor. The Tenant is recommended to take out insurance for the objects, documents and data brought in.
Claims against the Lessor for consequential damages are excluded in any case.
23. **Disruptions:** The Tenant is not entitled to assert any claims against the Lessor in the event of temporary disruptions in the supply of power, water or heat, pipe breaks and the like and in the event of temporary interruptions of basic or additional services, provided these are rectified within 72 hours of notification to the Lessor.
The Tenant shall tolerate any maintenance or improvement work to be carried out by the Lessor both in the immediate rented property and in the jointly used areas and expressly waives any claims for a reduction of the rent or other claims due to any impairments resulting therefrom; this waiver of claims shall not apply in the event of a blockage of the rented myroom/mydesk.
24. **Maintenance of the Rental Property (RP):** The Tenant undertakes to treat the RP (including its furnishing and any equipment included with the lease) with great care. Ongoing maintenance is the responsibility of the Lessor. The Tenant shall be liable to the Lessor for every instance of damage to the RP and the building's shared facilities caused by the Tenant, the Tenant's relatives, employees or visitors.

25. **Access:** The Lessor and/or their agents and representatives are free to inspect the RP during normal operating hours to check the state of repair and compliance with the obligations arising from this contract, to prepare and carry out such measures which the Tenant has to tolerate, as well as to show the property to interested parties in view of further rental. In case of imminent danger, access shall be permitted at any time of day or night. In case of absence, the Tenant shall ensure that the RP can also be entered during his absence, and to name a person to the Lessor, who, if necessary, can give them access to it.
26. **Force majeure, accidents:** If the RP becomes partially or completely unusable due to accident or force majeure, such as war, weather disasters, the Lessor shall not be obligated to restore it. Rather, the Lessor shall be entitled to terminate the lease without notice, whereby the Tenant shall not be entitled to any claims for damages or other compensation for expenses. The Tenant shall not pay any part of the rental fee in the case of non-usability and only a proportionate part in the case of limited usability. A restriction of the freedom of movement decreed by the authorities for customers or employees of certain business sectors or for the population in general, e.g. a curfew in the event of a pandemic, are considered to be within the sphere of the Tenant's business. In this case, the lease shall remain in force, as shall the obligation of the Tenant to pay the full rent.
27. **Return of the Rental Property:** On the day of termination of the lease, the RP is to be (a) cleared of all users, (b) cleared of all movable property of the Tenant, but together with any rented equipment, (c) broom-cleaned and (d) otherwise returned in an orderly, cleaned condition - apart from normal wear and tear caused by normal use in accordance with the agreement. The Lessor shall have the right, at the Tenant's expense, to sand and reseal excessively worn wood floors or to replace excessively soiled and distressed carpeting and to replace altered finishes and wall paint with the original finish and colour and to remove any alterations made by Tenant and dispose of any items left behind. It is essential that all keys or mechanical or electronic locking devices are returned.
If the Tenant does not return the RP in time, they have to pay the Lessor a monthly usage fee of twice the monthly rent. If they return it with damage/excessive wear and tear, the Tenant shall owe the Lessor a contractual penalty in the amount of three times the monthly rent, independent of proof of the specific damage. The right to enforce further damages is reserved. All payments to be made by the Tenant in connection with the termination of the lease are due within 14 days of the Lessor's request for payment.
28. **Postal Deliveries:** The Lessor shall be entitled to make deliveries to the Tenant from the beginning of the lease to the address of the RP, unless the Tenant informs the Lessor in writing of a different delivery address.
29. **E-mail address / change of personal data:** Upon conclusion of the agreement, the authorised user shall provide a current e-mail address via which communication with the authorised user can take place. The authorised user expressly agrees that legally significant declarations of myhive, such as invoices, reminders, can be sent either in writing by post to the postal address last specified according to Section 28 of these myhive GTC or electronically by e-mail to the e-mail address last specified by the authorised user. Any change of data relevant to the contract, such as name, address, e-mail address, bank details, etc., must be notified by the authorised user without delay. The authorised user acknowledges that their personal data will be stored and processed electronically exclusively for the purpose of executing the agreement.
30. **Written Form:** All agreements between Lessor and Tenant must be made in writing, otherwise they are invalid. If the contract is initiated via the myhive app or online via the web portal, the contract shall not be concluded until both parties have signed the myhive lease agreement.
31. **Legal Transaction Fees:** These shall be borne by the Tenant, including those which may subsequently be prescribed by the authorities in addition to the amount provisionally calculated by the Lessor himself.
32. **Ineffectiveness of individual provisions:** This does not affect the validity of the remaining provisions. In this case, the ineffective provision shall be considered as replaced by an effective provision that aims as close as possible at the purpose of the ineffective provision.
33. **myhive-house rules, opening hours of reception, miscellaneous:** The Lessor shall be entitled to unilaterally change the myhive-house rules, opening hours of the reception, the range of basic and additional services and to adapt them to changed circumstances, provided that the Tenant's use of the RP is not unreasonably impaired as a result. The Tenant shall be obliged to comply with the myhive house rules and fire protection regulations as amended from time to time and shall be responsible for ensuring that all users of the RP, such as employees, customers, visitors, etc. comply with them.
34. **Legal Succession:** The Lessor shall be entitled to transfer all rights and obligations from the Lease Agreement to third parties, especially in the course of a transfer of ownership of the property or the RP.
35. **Jurisdiction:** In accordance with Section 104 of the Austrian Law on court Jurisdiction, (Jurisdiktionsnorm, JN), the contracting parties agree that the District Court Innere Stadt Vienna shall have exclusive jurisdiction for all disputes arising from or in connection with this Lease Agreement, including on the occasion of its termination.
