

myflex GENERAL TERMS AND CONDITIONS

As of 12/2021

1. **Scope:** myflex is acquired by the client, primarily a tenant of a mydesk, myroom or myoffice at a myhive location, but can also be acquired by clients without such a lease agreement, for authorised users named by that client. With myflex, the authorized user has access to a myhive location (restriction to one specific myhive location) and can use the respective services at this location subject to these General Terms and Conditions ("GTC").
2. **Principal Provisions:** The contracting parties and the essential provisions are laid down in the document "myflex AGREEMENT". In the case of contradictions to the GTC, the provisions of the myflex AGREEMENT shall have priority.
3. **Supplement to the myflex AGREEMENT:** All documents, to which the myflex AGREEMENT or these GTCs explicitly refer to by naming the URL, shall constitute integrating components of the AGREEMENT.
4. **The myflex concept:** myflex offers companies entitled to input tax deduction access to a myhive location operated by Immofinanz AG or its affiliated companies (in short "myhive") with modern and flexibly equipped office space and jointly usable spaces or premises for exclusive use. Authorised users of myflex are part of the myhive community which offers regular events promoting the community. All services can be accessed and booked via the myhive mobile app. myflex allows coworking at the respective myhive location without the need of permanently rented offices/workspaces. myflex is linked to the individual person and cannot be transferred.
5. **myflex Rights:**
 - a) myflex authorises the user, at no further charge,
 - to access the lobby of each myhive location with free WLAN during the respective opening hours,
 - to access the myhive app with all information about myhive locations, services and events and thus access to the myhive community,
 - to participate in events at the myhive location,
 - to access the mycowork area (with restriction to one specific myhive location),
 - subject to availability, to use the workspaces located in the mycowork area, which are marked and shared accordingly,
 - subject to availability, to use the kitchens, think tanks (focus rooms) and any other facilities located in the mycowork area and available for common use by all mycowork users,
 - to use printers installed in the mycowork area against payment of the printing costs charged per page.
 - b) myflex authorises the user for a separate fee to book at short notice • a meeting room within the mycowork area or a conference room outside the mycowork area for at least 1 hour, if available, • a parking space, if available, • additional myflex for 1 day to access other myhive locations.
6. Provided that a user has acquired myflex rights (Section 5), the user is entitled to use infrastructure at the myhive location (if available) at no further charge; this includes • access to the lounge, mylounge, • bikeroom and • shower.
7. myflex is acquired by signing the myflex AGREEMENT, by booking via the myhive app or online using the web form at <https://myhive-offices.com/> for the respective authorised users specified in the agreement. myflex is always subject to a charge.
8. Access to myflex: When signing the myflex AGREEMENT or when concluding the online contract, the client shall be granted access to the authorised myhive location for all authorised persons by means of the myhive app or access card. Myflex entitles members to personal (electronic) access to the lobby of the myhive location, to admission to myhive events, to access the paid parking spaces and to access to booked rooms of a myhive location. In addition, myflex includes the entitlement to access the premises mentioned in Section 5 myhive is entitled to verify the identity of the authorised user by means of a photo ID check when using myhive services. If the AGREEMENT has been terminated, the electronic access card does not entitle the holder to any benefits. Loss of the electronic access card must be reported immediately to the service provider via the myhive app or in writing. The access card will be blocked. Any consequential costs caused by loss or misuse shall be borne by the authorised user. Upon termination of the agreement, the access card must be returned to myhive.
9. **Rules of conduct:** The authorised user is obligated to comply with the myhive-house rules as amended, available at www.myhive-offices.com as well as with the fire protection plan in force at the respective myhive locations, which are posted on the notice board, and to use the facilities for shared use appropriately and fairly towards the other users (fair use). The authorised user is responsible for the security of their personal items and data. There is no insurance cover on the part of myhive and no liability for loss, damage or theft. The authorised user must refrain from any unlawful or offensive activity, in particular the distribution of any kind of unsolicited messages, invasion of privacy of persons or companies, distribution of spam e-mails, immoral, offensive or other illegal data, illegal download or upload, and the like.
10. **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 reminders or the termination of the myflex AGREEMENT, can be sent either in writing by post to the postal address last specified by the authorised user 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.
11. **Payment:** The authorised user shall make a monthly payment according to the myflex AGREEMENT plus the statutory VAT (hereinafter: fee). The fee is due in advance on the first day of each month for the respective calendar month, unless otherwise agreed. The authorised user is obligated to process payment by credit card or to participate in the SEPA Direct Debit Scheme in order to pay the fees, unless otherwise expressly agreed in the myflex AGREEMENT. In case of default of payment, default interest at the statutory rate shall apply. The authorised user shall also compensate myhive for any additional damages, such as the costs of appropriate out-of-court enforcement or collection measures. myhive shall also be entitled, in the event of late payment by the beneficiary, to deny the beneficiary access to the myhive locations until the arrears have been paid.
12. **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.

13. **Exclusion of Set Off:** The authorised user may only set off claims against **myhive** with claims that have been expressly recognised by **myhive** or that have been determined to be legally valid.
14. **Changes to prices, range of services, myhive-house rules:** **myhive** is entitled to change the range of services including prices, the **myhive**-house rules and the **myhive** app. Already booked services remain unaffected. The agreed monthly fee cannot be changed unilaterally, but is subject to an annual value adjustment according to CPI, unless otherwise provided for in the **myflex** AGREEMENT, which is carried out on January 1st of each year by comparing the last published index number with the respective index number of the previous year. If essential services are permanently reduced, the authorised user is entitled to terminate the contract immediately for good cause.
15. **Term:** **myflex** is concluded for a certain period of time, namely at least for one day. It expires on the last day (date) specified without requiring a separate notice of termination.
16. **Termination for a Compelling Reason:** Both contracting parties are entitled to terminate the contract with immediate effect if there is good cause. A good cause on the part of **myhive** shall be deemed to exist in particular if the Tenant (a) is in default of payment despite a reminder and the granting of a grace period of at least 14 days, (b) repeatedly violates the applicable **myhive**-house rules available at <https://myhive-offices.com/>, (c) behaves in a way that disturbs, endangers or harms other users (e.g. soiling of communal areas, noise, immoral, criminal, improper or generally unhealthy behaviour), (d) makes use of services without booking or of areas not open to him/her, (e) behaves unfairly towards other **myhive** users, because he/she obviously makes excessive use of shared facilities despite a warning. In the event of a justified termination of the agreement, **myhive** shall not be obligated to reimburse any rental fee already received on a pro rata basis. Good cause on the part of the authorised user is deemed to exist in particular if **myhive** (a) culpably and permanently fails to provide the promised services, (b) closes the **myhive** location that the authorised user announces in the **myflex** AGREEMENT as their preferred location, (c) repeated bookings by the authorised user are not taken into account, e.g. for capacity reasons.
17. **Disruptions:** The authorised user is not entitled to assert any claims against **myhive** in the event of temporary disruptions to the supply of electricity, water or heat, line breaks, internet availability etc. or the **myhive** app, provided that the remedy is initiated immediately after notification to **myhive**.
18. **Liability Clause:** Liability on the part of **myhive** for slight negligence is excluded. **myhive** shall in no case be liable for loss of profit on the part of the authorised user or for damages to third parties or any success that the authorised user may expect on the basis of **myflex**.
19. **Written Form:** All agreements between **myhive** and the authorised user must be made in writing or via **myhive** app, provided that the latter enables settlement via app, otherwise they are invalid.
20. **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.
21. **Legal Succession:** **myhive** shall be entitled to transfer all rights and obligations arising from the **myflex** AGREEMENT to third parties, in particular in the course of a transfer of ownership of **myhive** locations or in the event of the transfer of **myhive** operations to an operating company.
22. **Instructions in accordance with Section 4 of the Austrian Federal Law on Distance Contracts and Contracts Negotiated Away from Business Premises (Fern- und Auswaertsgeschaefte-Gesetz, FAGG),** if the customer is a consumer and the contract is concluded as a distance contract or outside the business premises of the Lessor: In this case the Tenant shall have the right to revoke this agreement within fourteen (14) days from the conclusion of the agreement without giving reasons. In order to exercise their right of revocation, the Tenant must inform the Lessor at the address 1100 Vienna, Wienerbergstrasse 9, by means of a clear statement (letter by post or e-mail to office@immofinanz.com) of their decision to revoke this agreement. For that purpose, the sample revocation form available at www.myhive-offices.com or other clear statement may be used. In order to comply with the revocation period, it is sufficient to send the notification of the exercise of the right of revocation before the end of the revocation period.
23. **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 the **myflex** AGREEMENT, including on the occasion of its termination. Section 14 of the Austrian Consumer Protection Act (Konsumentenschutzgesetz, KSchG) shall apply to legal actions against consumers.
