

Office Services Agreement

between

Friedrichstr. 95
10117 Berlin
legally represented by the managing director

(hereinafter: Client)

and the

Dorotheenstadt Immobilien GmbH
Friedrichstr. 95
10117 Berlin
legally represented by the managing director
Jens Rosenke

(hereinafter: Contractor)

§ 1 Subject matter, commencement of contract and prices

(1) As of _____ the Contractor shall take over the following office services at a

a) monthly flat rate (in each case plus VAT)

aa) for the provision of the business address

0 Base price (85 €) _____

0 Own collection of incoming business mail (0 €)

0 weekly dispatch of incoming business mail (15 €) _____

0 twice-weekly dispatch of incoming business mail (25 €) _____

0 daily dispatch of incoming business mail (40 €) _____

0 Additional service of information by e-mail about received business mail
business mail (5 €) _____

0 Additional service daily pre-scanning of received business mail and
transmission by e-mail (15 €) _____

**Total monthly flat rate for providing the business address
plus any charges incurred for sending parcel post**

bb) for the telephone service / fax service

0 Total telephone service

Call acceptance (61 € including 11 € basic charge) _____

0 Single call connection to you (0 € plus telephone charges, if applicable)

0 Forwarding of the recorded call content (0 €)

0 Telephone

0 fax

0 e-mail

0 SMS

0 Other agreements for call acceptance as **per Annex 3**

0 Fixed call forwarding without call acceptance
(30 € plus telephone charges, if applicable) _____

0 Total fax service (41 € including 11€ basic fee) _____

**Total monthly flat rate for telephone or fax service
(plus telephone charges incurred, if applicable)** _____

Total monthly flat rate _____

b) Annual flat rate for company sign in IHZ (plus VAT in each case)

0 Additional service Company sign in the IHZ foyer
(12.50 € monthly price / annual payment in advance 150.00 € (see § 6) /
in each case pro rata in the calendar year in which the contract begins or ends) _____

Total annual flat rate _____

c) One-time setup and installation fees (plus VAT in each case)

0 Installation of telephone connection (51 €) _____

0 Installation of company sign in IHZ foyer (96 €) _____

Total sum of one-time setup fees _____

(2) The Contractor shall provide the Customer with the following business address:

Friedrichstr. 95
10117 Berlin

The Contractor shall be responsible for verifying the admissibility of the use of the address under the respective national law, namely vis-à-vis public authorities.

(3) The Contractor shall provide the Customer with the following telephone / fax number:

Tel. +4930 2096 _____
Fax +4930 2096 _____

§ 2 Client

(1) The offer as well as the services of the Contractor are exclusively directed at commercially active companies or entrepreneurs (§14 BGB), freelancers such as lawyers, tax consultants and doctors as well as non-profit organizations and associations.

(2) The Contractor hereby declares that it is not a consumer within the meaning of § 13 BGB.

§ 3 General Provisions for the Execution of the Order

(1) The Customer shall provide the Contractor with general information in accordance with Appendix 1 for the performance of the service contract.

(2) The Customer undertakes to inform the Contractor without undue delay of any changes in the legal form of the Contractor, in the legal representation of the Contractor or in any other circumstances of comparable importance for the contractual relationship, in particular of the Contractor's availability by telephone, its address or its bank account details.

(3) The Contractor's office hours are Monday to Friday between 8:00 a.m. and 6:00 p.m.. The office is not occupied on public holidays in Berlin and Brandenburg.

(4) The Customer undertakes not to use the Contractor's services for the retrieval or dissemination of content that violates legal provisions of any kind.

§ 4 Execution of order in case of provision of a business address

(1) The Contractor grants the Managing Director and the Contractor's employees revocable authority to receive business mail. At the time of the contract award, these include:

Mr. Jens Rosenke
Mr. Oliver Richter

Mrs. Andrea Woweries

The granted power of attorney also includes the acceptance of letter mail to be formally delivered and other written declarations.

(2) The acceptance of business mail within the scope of the provision of the business address includes not only the acceptance of letter mail but also parcel post. The dispatch of letter mail is included in the monthly flat rate. Any fees incurred for the dispatch of parcel post shall be borne by the Customer.

(3) Incoming business mail shall be processed within one working day, in exceptional cases within two working days within the scope of office hours (§ 3 para. 3 sentence 1, 2). The Contractor shall only owe the timely and proper dispatch of the business mail to the Customer.

(4) The receipt of bulk mail shall require the Contractor's prior express consent in text form. The pre-scan of the received business mail pursuant to § 1 para. 1 a) aa) (postal scan) shall not include the scanning of any documents transmitted by post (e.g. books, files, etc.) and shall likewise require the Contractor's prior express consent.

(5) The contracting parties shall conclude special agreements for the transmission of business mail in accordance with Annex 2. The Customer shall issue instructions in accordance with Annex 2.

(6) Changes to the instructions of the Principal pursuant to paragraph 3 shall require text form (e.g. e-mail).

§ 5 Order Execution Telephone / Fax Service

(1) Calls shall be accepted by the Contractor exclusively during office hours (§ 3 Para. 3 Sentence 1, 2).

(2) In order to forward the contents of the call (§ 1 para. 1 letter b) bb)), the Contractor shall only owe the timely and proper dispatch of the messages to the Customer.

(3) The Contractor undertakes to forward the content of calls (§ 1 para. 1 letter b) bb)) with due care. However, it cannot be completely ruled out that in individual cases information is transmitted to the Contractor incompletely, with unclear or incorrect content or is understood and forwarded incompletely, with unclear or incorrect content by employees and/or other agents of the Contractor. No warranty is assumed for the correctness and completeness of the content of the information transmitted.

(4) As soon as the Customer has indications that information may have been forwarded incompletely, unclearly in terms of content or incorrectly by employees of the Contractor (§ 1 para. 1 letter b) bb)), it shall be incumbent on the Customer to clear up these ambiguities to a reasonable extent by enquiring with the caller and/or taking other measures suitable for this purpose in order to prevent or minimize any potential damage. This shall apply in particular if the information concerns such processes which may have considerable economic or other effects on the business operations of the Customer or its contractual partners.

(5) The Contractor reserves the right to temporarily restrict or interrupt the services for good cause, in particular in the event of short-term occupancy of all telephone service locations due to unforeseeable,

above-average call volume, maintenance work, repairs, etc., which are necessary for proper or improved operation, e.g. technically necessary changes to the system (e.g. replacement of hardware, installation of new lines, etc.). The Contractor shall take all reasonable measures to avoid such restrictions or to keep them as low as possible.

(6) The telephone numbers made available to the Customer may not be used for unauthorized contacting of third parties, for the purpose of unsolicited advertising or other unlawful activities (e.g. fax or e-mail spamming).

(7) The Customer shall not be entitled to have the telephone numbers (§ 1 (3)) entered in public directories. The Contractor shall remain the owner of all rights and obligations relating to the telephone numbers provided for use; in particular, the Customer shall have no claim to the provision of these telephone numbers after termination of the Agreement.

(8) For the implementation of the telephone service, the contracting parties shall conclude special agreements in accordance with Annex 3. The Customer shall issue instructions in accordance with Annex 3.

(9) Changes to the agreed instructions of the Principal pursuant to Paragraph 8 shall require text form (e.g., e-mail).

§ 6 Remuneration

(1) Payment of the monthly lump-sum fee pursuant to § 1 para. 1 (a), the annual lump-sum fee pursuant to § 1 para. 1 (b) and the installation fees pursuant to § 1 para. 1 (c) shall be due within 14 days of invoicing, payable to the Contractor's account at the

Berlin Volksbank
IBAN: DE 73 1009 0000 5765 7310 05
BIC: BE VO DE BB XXX

(2) The payment of the partial amount for the provision of the company sign in the foyer of the IHZ according to §1 paragraph 1 (b) is to be paid annually in advance. In the calendar year of the beginning and the end of the contract, the partial amount shall be calculated on a pro rata basis according to monthly lump sums in the amount of 12.50 €.

(2) The Customer shall authorize the Contractor to collect the amount by direct debit on the

_____ of the month.

Client's account for direct debit collection

Account holder:
IBAN:
BIC:

If a direct debit cannot be executed due to lack of funds in the account or if the Customer initiates a return debit although it is not entitled to do so, it shall be obligated to reimburse the Contractor for the amount charged by its payment service provider for the return debit.

(3) The Customer may only offset claims of the Contractor against undisputed or legally established counterclaims. The Customer shall only be entitled to assert a right of retention or a right to refuse performance on the basis of undisputed or legally established counterclaims. The Customer may only exercise a right of retention if its counterclaim is based on the same contractual relationship.

(4) If the Customer is in default of payment for services, the Contractor shall be entitled, without prejudice to further rights - in particular the assertion of default interest and termination - to discontinue the services after giving appropriate notice. The obligation to pay the service fees shall remain in force even in this case.

§ 7 Compliance with the provisions of the Money Laundering Act (GwG)

(1) The Contractor shall be subject to the provisions of the German Money Laundering Act (GwG) pursuant to § 2 (1) No. 13 GwG as a provider of business, administrative and postal addresses. The Customer shall provide the Contractor with all necessary information and details, shall forward the documents requested by the Customer and shall cooperate in the fulfillment of the Customer's obligations under the MLA, in particular to the extent that corresponding information and details are required in accordance with the documentation forms of the Senate Department for Economic Affairs, Energy and Operations in Berlin valid at the time.

(2) The Customer shall provide the information and documents requested by the Contractor (excerpts from the commercial register, partnership agreements, lists of shareholders, etc.) in accordance with Annex 4 within a period of one month after the conclusion of the contract as well as any further documents requested by the Contractor in individual cases.

(3) The Customer shall indemnify the Contractor against the costs of collecting the necessary information and documents pursuant to Paragraph 1 and Paragraph 2. This shall apply in particular if the Customer does not provide the required documents (excerpts from the commercial register, lists of shareholders) within the period specified in Paragraph 2.

(4) Pursuant to Section 10 (9) of the German Money Laundering Act (GwG), the Contractor may not establish or continue a business relationship with the Customer if it is not in a position to comply with the due diligence requirements of the German Money Laundering Act. The Contractor shall be entitled to an extraordinary right of termination for an unlimited period of time, insofar as the Contractor is not in a position to comply with these duties of due diligence within the meaning of Section 10 (9) of the Money Laundering Act, in particular because the Customer does not cooperate in the fulfillment of the duties of due diligence in accordance with Paragraphs 1 - 3 or does not provide the required or requested (Paragraph 2) information and documents in due time. The right of termination shall be excluded if the Contractor is responsible for the non-fulfillment of the due diligence obligations.

§ 8 Agreements on data protection

The Parties shall conclude the order processing agreement required under Art. 28 of the German Data Protection Regulation (DS-GVO) for the performance of the Service Agreement, if applicable, in accordance with Annex

§ 9 Liability of the Contractor

(1) The Contractor shall only be liable for damage - irrespective of the legal grounds, both contractual and non-contractual - if the Contractor has caused the damage intentionally or by gross negligence or if the damage is based on the breach of an obligation of the Contractor, the fulfillment of which is a prerequisite for the proper performance of the contract and on the observance of which the Customer may regularly rely (cardinal obligation). In the event of a breach of cardinal obligations due to simple negligence, the liability of the Contractor shall be limited to the typical and foreseeable damage according to the contractual relationship and shall furthermore be limited to an amount equal to three times the previous average monthly turnover from this contractual relationship between the Contractor and the Client. The Contractor shall not be liable for indirect damages, in particular for loss of profit, in the event of a simple negligent breach of cardinal obligations. All claims for damages beyond this are excluded - subject to paragraph 2.

(2) The limitations and exclusions of liability pursuant to Paragraph 1 shall not apply in the event of injury to life, limb or health or in the event of financial loss resulting from the provision of telecommunications services. Telecommunications services are services that consist wholly or predominantly in the transmission of signals via telecommunications networks, for example in the context of call forwarding. In this respect, the statutory provisions apply. Liability under the Product Liability Act shall also remain unaffected.

(3) The Contractor's liability for damage caused by failure, impairment or faulty operation of systems and equipment of third parties - in particular telecommunications service providers such as Deutsche Telekom AG or mobile network operators and service providers - as well as by force majeure shall be excluded, unless the Contractor is responsible for such damage in accordance with Paragraphs 1 and 2.

(4) All claims for damages against the Contractor shall be asserted by the Customer within 6 months of the Customer's knowledge of the circumstances giving rise to the claim - but no later than 5 years after they arose, irrespective of knowledge. This shall not apply in the case of injury to life, body, health and freedom as well as in the case of liability due to intent.

(5) Insofar as the Contractor's liability is excluded or limited in accordance with the above provisions, this shall also apply to the liability of the Contractor's employees, representatives and vicarious agents.

§ 10 Liability of the Customer

(1) Should third parties assert claims against the Contractor due to actions or omissions resulting from the use of the services provided by the Customer, the Customer shall be obliged to

a) to provide the Contractor, in accordance with the principles of good faith, with all information and documents required for legal defense,

b) to indemnify the Contractor against any liability,

c) to reimburse the Contractor for expenses and other costs incurred as a result of the claim,

(2) Insofar as the Customer is not responsible for the claim against the Contractor, claims pursuant to Paragraph 1 shall be excluded.

§ 11 Changes to the contract

The Contractor shall notify the Customer in writing or text form (e.g. e-mail) of any changes to service charges. If these changes deviate from the previous regulations to the disadvantage of the Customer, the Customer shall be entitled to make use of the extraordinary right of termination to which it is entitled in this case within one month after receipt of the change notification, otherwise the change shall be deemed to have been approved. The Contractor shall point out the deadline and the consequences of its non-compliance to the Customer in the notification. The changes shall not become effective before the expiry of the one-month period.

§ 12 Term of Contract, Termination

(1) The contractual relationship is concluded for an indefinite period. It may be terminated by either party with 2 months' notice to the end of the month.

(2) Termination without notice for good cause shall remain unaffected. Good cause shall be deemed to exist in particular

a) if the Customer is in arrears with the payment of the monthly flat rate or a not insignificant part of the flat rate (§ 1 para. 1 letter a)) for two consecutive dates or is in arrears with the payment of the total sum consisting of set-up fees (§ 1 para. 1 letter b)) and monthly flat rate (§ 1 para. 1 letter a)), which reaches the amount of twice the monthly flat rate (§ 1 para. 1 letter a)).

b) if the Customer fails to cooperate in the performance of the Contractor's due diligence obligations pursuant to § 7 par. 2,

c) in case of § 7 par. 4 or

d) there are considerable and comprehensible indications that the business conduct of the Principal is contrary to public morals (§ 138 BGB) or a statutory prohibition (§ 134 BGB).

(3) Declarations of termination by the Principal/Contractor must be in text form (e.g. e-mail). A notice of termination shall also be deemed to have been received if it was sent to the last address/email account designated by the Principal but could not be delivered there or was not accepted.

§ 13 Final Provisions

(1) The legal relationship between the Contractor and the Customer shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. This shall also apply to the determination of times of day, public holidays or other temporal or spatial factors.

(2) Place of performance (§§ 29 para. 2, 38 ZPO) for all contractual claims of the parties and place of jurisdiction for legal disputes arising from the contractual relationship is Berlin. The parties may also be sued at their respective general place of jurisdiction.

(3) Should any provisions of this Agreement be invalid in whole or in part, this shall not affect the validity of the remaining provisions. The parties undertake to agree on an appropriate provision in

place of the invalid provision which, as far as legally possible, comes as close as possible to what was intended by the parties to the present contract.

(4) Verbal collateral agreements do not exist. Amendments and/or supplements to the contract must be made in writing unless text form was expressly permitted in the contract. This shall also apply to the waiver of the written form requirement. Any oral and written agreements previously existing between the contracting parties shall be cancelled.

Berlin,

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Jens Rosenke
Dortheenstadt Immobilien GmbH
(Contractor)

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(Client)