GENERAL TERMS AND CONDITIONS & HOUSE RULES

Vienna AirportCity Event GmbH*

hereinafter referred to as VAC for short

1. PREAMBLE

1.1 These General Terms and Conditions (GTC) shall form an integral part of the agreement entered with a contracting party regarding the provision of workstations as well as conference and meeting rooms for seminars and events and shall apply to all services provided by VAC to the contracting party.
General terms and conditions of the Contracting Party or third parties shall not apply, even if VAC does not separately object to their application in individual cases. Even if VAC refers to a letter containing or referring to the terms and conditions of the Contracting Party or a third party, this shall not constitute any consent to the application of such terms and conditions.

- Contractual Partner = Any natural or legal person who books workplaces or premises as an entrepreneur of VAC.
- User = Any person who makes use of the services on site.
- Coworking space = workstations for one person in an open-plan office
- Coworking office = Furnished office
- Coworking spaces = Coworking space and coworking office
- Meeting rooms = rooms between 10-40 m2
- Event rooms = rooms over 40 m2

1.2 VAC reserves the right to amend the General Terms and Conditions at any time. The currently valid General Terms and Conditions can be found at https://www.airportcityspace.com/en/gtc and are also displayed in the respective locations.

2. SERVICES

2.1 The premises and areas at VAC shall be made available in accordance with the agreements made. They may only be used by the contracting party in accordance with the agreements and only at the agreed time and exclusively at the agreed moment.

2.2 The rooms shall be approved by the building authorities for the agreed purpose.

2.3 VAC provides catering services through selected partner companies. These services are not included in VAC's standard service package and are usually invoiced through VAC. Upon request, direct billing with the catering partner is also possible, provided this has been agreed upon separately in advance.

2.4 VAC shall provide basic technical equipment and aids in the meeting rooms as standard. These are different for each room and are described individually in the agreement for each room. Should further equipment be required, VAC shall provide services from its partners, which shall be invoiced via VAC.

2.5 VAC provides free internet access for its tenants. Users are responsible for the security of their own devices. The provider accepts no liability for damages caused by malware, phishing, data loss, or other security- related incidents. The use of the Wi-Fi for illegal purposes or security-critical activities is prohibited. The available bandwidth is intended for general use. If there is a special need (e.g., higher bandwidth or a dedicated connection), a separate internet access can be provided upon request and will be invoiced separately.

2.6 For services that VAC can cover itself or through its partners, the Contractual Partner shall be obliged to procure them through VAC. The use of another partner is only possible with a separate agreement and an additional payment of EUR 500 per 50 persons or part thereof.

2.7 VAC does not offer any back-office services, in particular the acceptance of mail items. The rental of mailboxes must be purchased as an additional service.

2.8 VAC reserves the right to modify the range of services at any time for technical or operational reasons. The contracting party will be informed of any material changes in advance and in writing, provided such notification can reasonably be expected.

3. CONCLUSION OF A CONTRACT

3.1 Coworking spaces and meeting rooms for hourly or daily use are booked online and paid for in advance. After completing the booking process, including the payment process, the booker is sent digital access by email or displayed in the booking portal. The digital access is valid for the entire booked period and can be forwarded to guests of the

meeting/user.

3.2 Coworking spaces, event spaces and meeting rooms for longer periods can be booked in person on site or online via an inquiry form. Based on the request, a binding offer will be sent, which must be accepted within 14 (fourteen) working days. The offer is deemed to have been accepted upon receipt of the invoice amount stated in the offer or upon signature. After the deadline, the offer expires, and the reservation is canceled without replacement.

3.3 For Contractual Partners outside the SEPA countries, a copy of the payment confirmation shall also be deemed as acceptance of the offer.

3.4 Long-term contracts (>1 month) are processed via a direct debit agreement. The debit shall be made within the first 10 days of the new usage period (e.g. at the beginning of the month).

3.5 VAC reserves the right to refuse bookings without giving reasons.

3.6 The registration of a legal entity as a company on the premises of VAC shall only be permitted if this is confirmed in writing by VAC.

3.7 The data provided when booking or concluding the contract must be complete and correct. If a change to the data provided occurs after the booking or conclusion of the contract, the Contractual Partner shall be obliged to notify the VAC of the changes in writing without undue delay.

4. TERMINATION OF THE CONTRACT

4.1 The contract shall terminate automatically upon expiry of the agreed period without the need for a separate declaration.

4.2 Even if VAC waits to vacate the workplaces and/or premises that are the subject matter of the contract after the expiry of the contract term, this shall not constitute consent to an implied extension of the contract.

The workplaces and premises shall be completely vacated by the Contractual Partner upon its final departure and returned to VAC in the condition in which they were taken over. Any costs incurred by VAC in the event of non-compliance shall be charged to the Contractual Partner. If the user breaches the house rules, VAC shall be free to terminate the contract and access at an early stage.

5. LIABILITY

5.1 VAC shall assume liability for the use of the rooms provided to the Contractual Partner and for the purpose described in the agreement on the provision of rooms to the extent that on-site and official regulations are complied with.

5.2 The Contractual Partner shall be liable for the event itself and for the usability of the rooms for the purpose intended by the Contractual Partner. Furthermore, the Contractual Partner shall be liable for compliance with all regulations agreed with VAC.

5.3 Should the nature of the event give rise to further official requirements (e.g. entertainment tax, AKM fees, etc.), the Contracting Party shall be responsible for paying these and submitting confirmation thereof to VAC.

5.4 Written permission must be obtained from VAC for the production and use of audio and film recordings as well as audio media, radio and TV recordings. VAC reserves the right to produce image and sound material in the form of photos and/or video recordings by persons or service providers authorized by VAC in the context of events.

5.5 The Contractual Partner shall bear the entire risk of the event carried out by it, including the preparation, set-up and dismantling carried out by it and the entire handling of the event. The Contractual Partner shall be liable for all damage, including consequential damage, caused by him, by persons commissioned or employed by him, by his authorized representatives, as well as by his visitors, guests, to whose detriment whatsoever. This also applies to all damages resulting from late or non-contractual eviction, due to non-rental or rental at a lower price.

5.6 VAC shall only be liable for damage caused to participants in the event room if it can be accused of gross negligence or willful misconduct.

5.7 VAC shall maintain the technical equipment regularly and professionally and shall not be liable for any technical defects or technical failure. The Contracting Party shall not be entitled to assert any claims against VAC for temporary disruptions of the energy supply, the water supply or defects in the power lines, heating or cooling systems.

5.8 VAC shall only be liable in the event of a breach of its contractual obligations in the event of intent or gross negligence on the part of its employees or vicarious agents. Otherwise, liability shall be excluded. Under no circumstances shall VAC be liable for loss of orders, loss of profits, savings that have not been realized but were expected, loss of or damage to data, claims by third parties (e.g. VAC's own partners, catering partners, technical partners) or any consequential damage. The Contracting Party undertakes to indemnify and hold VAC harmless in respect of all claims.

5.9 The Contracting Party shall be responsible for insuring its own property brought onto VAC's premises and for its liability

vis- à-vis its employees and third parties.

5.10 The Contracting Party shall, at its own expense, take out an organizer's liability insurance policy with adequate cover for property damage and personal injury. The Contracting Party shall be liable to VAC for all damage caused by persons attributable to the Contracting Party (e.g. customers, guests, etc.) as well as for damage caused by the Contracting Party itself.

5.11 The user shall be responsible for the secure locking of personal items in public lockers. VAC shall not be liable for stolen items. No liability is assumed for the checkroom.

6. DATA PROTECTION

Vienna AirportCity Event GmbH takes data protection very seriously. All relevant information can be found in our Privacy Policy. Vienna AirportCity Event GmbH stores your registration data for two years from the date of your last business contact with us, unless longer retention is required by law.

7. CLEANING AND WASTE DISPOSAL

7.1 Basic cleaning before and after occupancy of the premises is included in the offer.

7.2 If the Contractual Partner requires additional intermediate cleaning or visual cleaning of the rooms or individual items, a corresponding cleaning must be requested from VAC, which will be charged to the customer.

7.3 Any waste, food leftovers, packaging material and the like must be taken away by the organizer at the end of the event. Disposal within the Vienna Airport area is not permitted without prior agreement. In the event of non-compliance, the organizer shall be charged for the costs incurred by VAC as a result. This shall also apply in particular in the event of extraordinary soiling of the rented premises and any special external cleaning required for this purpose.

8. CANCELLATION CONDITIONS

8.1 Cancellations shall be charged as follows for the booked rooms/spaces and ancillary services:

8.2 For coworking spaces:

- "Short"/"Full-Day" and monthly rents: Corporate, All-in, Premium: Cancellations up to 7 days before the start of the service are not subject to cancellation fees. If canceled up to 24 hours before the start of the service, 50% of the price is due for payment and if canceled within the last 24 hours before the start of the service, 100% of the price is due for payment.
- Annual booking (Corporate, All-In, Premium): If canceled up to 1 month before the start of the service there are no cancellation fees. If canceled within 1 month before the start of the service, 100% of the first monthly installment is due for payment.

8.3 For meeting rooms:

- Cancellation free of charge up to 14 days before use
- Up to 7 days before use 50% of the total contractual price
- Within 7 days before use 100% of the total contractual price

8.4 For Conference rooms:

- Cancellation free of charge up to 6 months before the event
- 6 to 2 months before the event 50% of the total contractual price
- 2 to 1 months before the event 75% of the total contractual price
- from 1 month before the event 100% of the total contractual price

9. TERMS OF PAYMENT

9.1 For events under EUR 5,000 including VAT Contractual value: After the end of the event, the Contractual Partner shall be invoiced for all services (rooms, equipment, personnel costs, technology, additional orders, etc.). This final invoice shall be due for payment within 14 days of invoicing.

9.2 Down Payments for Contracts from EUR 5,000 (incl.VAT): From a contract value of EUR 5,000 including VAT, clients are required to make staggered down payments for the booked services and rooms. This also applies if the total amount exceeds EUR 5,000 due to additional services being added.

9.3 These payments are based on the services known and planned at that time, including VAC's own services and any third-party services (like catering or technical equipment).

- **First down payment:** 50% of the total amount 6 months before the event.
- **Second down payment**: 75% of the total amount 2 months before the event.
- **Third down payment**: 100% of the total amount 1 month before the event.

- **Final invoice:** After the event, the contractual partner will receive a final invoice for any remaining services (such as equipment, staff, technical services, or extra orders). This invoice must be paid within 14 days

9.4 If additional services are added after the last prepayment, VAC may ask for another advance payment. This must be paid before the event starts.
9.5 f payment is not made before the event, VAC may cancel the contract. In that case, the cancellation terms in section 8.4 will apply.

9.6 If payment is received late, you will be charged interest on arrears at a rate of 9.2% above the prime rate of the Austrian National Bank (§ 456 UGB) plus all reminder, legal and collection costs (§ 1333 para ABGB) and VAT.

10. USE OF THE PREMISES

10.1 The premises may be used for the agreed time, number of persons and purpose.

10.2 Use beyond the agreed time is only possible by prior arrangement.

10.3 Visitors are only permitted to enter the publicly accessible areas of the VAC. Receiving visitors in the coworking space is not permitted for organizational reasons and out of consideration for other users. The publicly accessible areas, such as the café, are available for meeting visitors. Separate access authorizations are required to receive visitors in meeting rooms, which are available from the VAC team on request when booking. The maximum number of visitors in meeting and event rooms is limited to the maximum capacity (number of persons) of the respective room.

10.4 The contracting party undertakes not to use the infrastructure for any unlawful business or activities that are contrary to public morals (e.g. distribution and/or consumption of pornographic material, extremist events, etc.) and/or constitute conduct that is detrimental to business, in particular for the Flughafen Wien Group.

10.5 The transfer of the agreed premises to third parties is excluded.

10.6 Animals may not be brought onto the premises. This does not apply to assistance dogs and partner dogs for disabled persons. Assistance dogs must be kept on a leash and must wear a muzzle.

10.7 The Contractual Partner may only set up its own equipment, furniture and technical peripherals by prior written agreement with VAC.

10.8 Use with a higher number of persons than agreed may violate fire safety regulations and is therefore not permitted without prior consultation with VAC.

10.9 Any items or documents etc. brought onto the premises must be removed at the end of the event. If this is not done, the items shall be removed by VAC at the Contracting Party's expense.

9.11 For any rearrangement of seating at short notice on the day of the seminar that has not been agreed, an hourly flat rate shall be charged for the additional work involved.

Technical advice in meeting and event rooms

9.12 If required, a short training session (approx. 10 minutes) on the available technology can be provided before an event. The training shall take place by prior appointment.

9.13 If required, VAC will be happy to provide a technician for the duration of your event. The costs for this will be regulated in the contract.

9.14 If VAC's standard equipment is not sufficient for an event, the Contractual Partner may procure technical partners and technical equipment from VAC for a fee.

Set-up or dismantling in event rooms

9.15 If assistance is required during set-up or dismantling, VAC or a partner of VAC shall provide appropriate staff upon request against payment.

9.16 If the Contractual Partner requires time for set-up or dismantling outside the duration of the event, VAC shall be notified of this at the same time as the booking is made so that the time required can also be made available. The time required for set-up and dismantling shall be charged at a separate rate.

9.17 The installation of decorations shall only be permitted in consultation with VAC, or permission must be obtained from VAC. If damage is caused to the rooms during the installation or removal of decorations, the Contracting Party shall be charged for the repair of such damage.

Access

9.18 A digital access code for access to the Coworking Space and the meeting rooms shall be sent to the Contracting Party after payment has been made. With this code, the Contractual Partner has unrestricted access to the agreed services during the agreed period. In the case of long-term contracts (>1 month), the Contractual Partner shall be provided with personal access options.

9.19 The loss of the digital access medium issued under the contract must be reported to VAC without delay. All costs incurred as a result of the loss of the digital access medium shall be charged to the Contractual Partner.

9.20 A handover date shall be agreed for access to the event rooms, after which the Contracting Party shall have unhindered access. The premises shall be handed over free of defects. If there is a defect or damage on handover, this shall be recorded on the relevant form, which shall be signed on handover.

9.21 Depending on the tariff selected, VAC's office space may be used either during VAC's regular opening hours or around the clock. The regular opening hours are Monday to Thursday from 8:30 a.m. to 5:00 p.m. and Fridays from 8:30 a.m. to 3:30
p.m. on weekdays. Access to the building outside these times is only possible for bookings with 24/7 access or by prior arrangement.

9.22 In the event that VAC consents to the modification of the workplace, the Contractual Partner shall independently obtain any necessary official permits of any kind whatsoever. The costs incurred in this regard shall be borne exclusively by the Contractual Partner.

11. OFFSETTING

11.1 The Contractual Partner may not set off its claims against VAC's claims unless
a) VAC becomes insolvent and the Contracting Party's claim would become part of the bankruptcy estate,
b) there is a legally binding verdict on the Contractual Partner's claim
c) VAC has expressly acknowledged the Contractual Partner's claim in writing.

12. TERMINATION, TERMINATION BASED ON CAUSE

12.1 The Contractual Relationship shall end upon termination for good cause, notice of termination or expiry of the agreed Contractual term.

12.2 In the case of longer-term coworking contracts (>1 month), the Contractual Relationship may be terminated in writing by either party within the agreed term by giving 14 days' notice to the last day of each calendar month.

12.3 In addition, VAC shall be entitled to terminate the contractual relationship in writing for good cause with immediate effect. termination with immediate effect.

In addition to the grounds under Section 1118 ABGB, good cause shall include:

a) the Contractual Partner and/or user makes the provision of the service by VAC unreasonable, in particular in the event of a breach of the terms of use set out in Section 8.
b) the event jeopardizes VAC's business operations.
c) the event cannot be held due to force majeure. Force majeure shall be deemed to exist if the event causing the damage has an external effect, i.e. is not due to the nature of the endangered object, and the event cannot be averted or rendered harmless even with the utmost reasonable care.
d) repeated violation of the non-smoker protection regulations by the Contractual Partner or its employees or other persons attributable to it.
e) Non-compliance with the fire safety and/or house rules.

12.4 The Contractual Relationship shall end without the need for a declaration of termination as soon as insolvency proceedings are instituted against the
insolvency proceedings are not opened against the assets of the Contractual Partner despite
the are not opened.

13. PLACE OF JURISDICTION

13.1 For all disputes arising from or in connection with these GTCs or the contract concluded between the contracting parties, the parties agree that the court with subject-matter jurisdiction for Vienna I shall have exclusive jurisdiction.

These GTCs and the contracts to which these GTCs form an integral part shall be governed by Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

14.FINAL PROVISIONS

14.1 There are no verbal collateral agreements. All ancillary agreements must be made in writing.

14.2 The Contractual Partner grants VAC permission to be named as a reference user in press releases and for other purposes.

14.3 If individual clauses of the GTC or the contract concluded with VAC are invalid, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to the invalid provision and the intention of the parties; the same shall apply in the event of a loophole.

14.4 It is expressly agreed that the fixed fees/prices shall remain stable in value, index status: September 2023. The consumer index 2020 = 100 published monthly by the Austrian Federal Statistical Office or, if this is no longer published, the index replacing it shall serve as a measure for calculating the stability of value. The fixed fees/prices shall be increased on January 1st of each year by the percentage resulting from the change in the index figure published for the month of September of the previous year to the index figure published for the month of September of the year before last.

VAC reserves the right to round the result of this percentage calculation to 4 decimal places. The new fees/prices determined in accordance with the above method shall then form the basis for calculating the next adjustment. If VAC accepts the fees/prices without taking into account the value adjustment, this shall in no way constitute an implied waiver of the increase amounts.
VAC shall be free to collect these increase amounts retroactively. A reduction of the fees/prices is excluded.

15. HOUSE RULES FOR VAC PREMISES

General

15.1 The rooms of the VAC are used jointly and serve the interaction between companies and individuals. At the same time, VAC stands for efficiency and innovation. Our aim is for the users of our services to experience the greatest possible added value. We want to provide the optimal environment to enable the best possible results.

15.2 We therefore expect the users of our spaces to be friendly, attentive and helpful. All users are part of this stimulating environment and have an influence on it. Every user is a part of the Vienna AirportCity experience.

15.3 Smoking is not permitted in the rooms and on the terraces of the VAC. The entire building is equipped with fire detectors that can trigger an alarm in the event of smoke development. In the event of non-compliance, all costs incurred as a result shall be borne in full by the Contractual Partner. In the event of an emergency, the marked escape routes (signposted accordingly) must be observed. Instructions given by security personnel and/or the responsible VAC staff must be followed without exception.

15.4 During the use of the VAC rooms, no other users may be prevented from accessing and using the services and infrastructure of the VAC.

15.5 The house rules as amended from time to time, which are posted in the respective office premises, shall apply. The User shall follow the instructions of VAC employees.

15.6 In the generally accessible areas of Office Park 4, the house rules of this building shall apply and must be complied with by the users.

Meeting and event rooms

15.7 Users of meeting rooms and conference rooms are not permitted to take food and beverages with them.

15.8 Meeting rooms must be left neat and tidy for the next user after use.

15.9 Access is granted 10 minutes before the start of the meeting and ends 10 minutes after the end of the meeting. If an extension is necessary, this is a new booking. These blocks are intended for setting up the meeting or for cleaning up after the meeting by the meeting participants. Cleaning is then carried out afterwards by VAC or the company commissioned by VAC.

Working atmosphere in the coworking space

15.10 Please use the signs indicating that you are concentrating on your work. In this way, colleagues can assess whether you wish to be approached.

15.11 Telephone calls in shared spaces must be made in a quiet tone and in a low voice. For longer telephone calls, areas should be sought where other colleagues will not be disturbed.

15.12 Coworking members may heat up food they have brought with them in the kitchen corners, and please also eat there. Attention must be paid to hygiene. Used dishes must be put in the dishwasher and leftover food and garbage must be

disposed of accordingly.

15.13 Celebrations on the premises of VAC are subject to approval. Drinking alcohol in the coworking workspaces is prohibited.

15.14 The coworking spaces must be left neat and tidy for the next user after use. Waste must be disposed of in the appropriate waste bins.

Working atmosphere in the coworking space

15.15 Any damage, soiling, missing equipment etc. must be reported immediately to the VAC team so that the defect can be rectified as quickly as possible, even if the defect was not caused by you, we ask for your cooperation.

15.16 You are also welcomed to lend a hand if something can be done without effort.

15.17 For the health of all, the health protocol must be followed. Among other things:
- Using the sanitizer dispensers regularly and washing hands frequently.
- In the event of symptoms of illness or fever, the VAC premises may not be entered out of consideration for other users. If you are unable to make your day booking due to illness, you can obtain a voucher for the booking against a doctor's certificate and redeem it on another day.