



Annex 5: General Terms of Business and Use (GTBUs)

The respectively valid version on the website of PioneerMakers applies:
www.pionermakers.com. **The German version (AGBs) is legally binding.**

Preliminary remarks

PioneerMakers GmbH (“PM”) operates the New Work Campus PioneerMakers  in 63457 Hanau am Main, Maria-Montessori-Allee 10 (“PM Campus”). The Customers are provided with an infrastructure and/or location-independent offers for the performance of office activities, commercial and technical projects, workshops, conferences, training courses, counselling and related activities or services described in the individual usage, rental or purchase agreement. The offering includes flexible workspace solutions, exclusive office spaces, workshop spaces with or without equipment, event, conference and training spaces and offers as well as storage spaces and parking or other products in the field of new work and, as part of the membership of the PioneerMakers  Club, access to the MakersPoint Café, the Roof Chill Lounge and MakerFitness. The workshop space is accessed via internal and external entrances and via an exterior ramp. The possibility for Customers to use against payment a charging infrastructure for electric vehicles and e-bikes directly adjacent to the building is planned in the final development stage of the Pioneer Park. There is also the plan to provide a Wi-Fi connection in all buildings on the campus for Customers.

The respective offers are non-binding and are provided to the Customers within the scope of their actual availability and in accordance with the contractual agreements.

The planned functionality of the PM Campus is to be expanded gradually in consideration of the requirements of Customers. The PM Campus is designed as an innovative, integrative office, co-working and co-creation community and as an innovation workshop for prototyping, testing activities, small-scale production and crafts. High flexibility, extensive individual responsibility, courage to innovate and “try out new things” as well as fair and trusting interaction with one another provide the basis of values and are actively developed.

The following document includes personal designations stated in a single form with the use of singular they/their pronouns; such designations refer equally to women, men and diverse identities (e.g. the Customer(s), they/their). This serves exclusively to improve legibility and under no circumstances should be construed as an expression of gender discrimination or an infringement of the principle of equality.

1. Scope / General provisions

1.1. The following General Terms of Business and Use (“GTBUs”) apply to all contracts and bookings/utilisation of offers of PM with respect to its users, lessees and buyers (referred to previously and henceforth as the Customer) on the PM Campus. The Customer and PM are also jointly referred to as the Parties. The general terms of business of the Customer do not constitute a contractual component.

- 1.2. In the event of contradictions between individual agreements between the Customer and PM, the individual agreements shall take precedence over the GTBUs.
- 1.3. Unless otherwise expressly agreed, Customers may only be enterprisers (“Unternehmer” under German law). An enterpriser is any natural or legal person or partnership with legal capacity for which the conclusion of the contract concerns the performance of their commercial or self-employed activity, in accordance with Section 14 of the German Civil Code (*Bürgerliches Gesetzbuch* – BGB). Insofar as a consumer books a service of PM as a distance-selling transaction or outside business premises in accordance with Section 312g (1) BGB, they shall have no right to cancellation pursuant to Section 312g (2) No. 10 BGB.

2. Contractual conclusion

- 2.1. The Customer submits a binding offer to conclude a contract by completing a booking request on the PM online platform or by physically completing a booking form and sending it to PM. The same applies to the Customer’s signing of a service, rental or purchase agreement by means of e-signature or original handwritten signature. The contract is concluded upon acceptance of the offer by PM; this may occur in writing, by email or by means of e-signature.
- 2.2. The Customer has no claim to the acceptance of their offer or to the conclusion of a contract. PM may reject the conclusion of a contract at any time and without stating reasons.
- 2.3. The Customer gives their assurance that the information they provide upon the beginning of the contract is complete and correct. The Customer shall promptly correct or complete incorrect or incomplete information, even if the information only becomes incomplete or incorrect during the term of the contract.

3. Contractual object

- 3.1. Shared areas:
 - 3.1.1. Shared areas refer to areas in which PM provides furniture, devices and equipment (shared equipment) for a large number of users. Insofar as no shared equipment is contractually allocated to the Customer (in designated shared areas), provision by PM is dependent on the availability of the shared equipment. The Customer has no claim to a specific use or service, unless the contractual object is a designated shared area.
 - 3.1.2. PM expressly reserves the right to change the occupancy of the shared areas at any time.
 - 3.1.3. Shared areas in floor kitchens and lounges: the Customer has free access to the provided, non-exclusive floor kitchens and other common shared areas. Any

items brought onto the premises must also be removed after use – including any waste etc. (“leave no trace” principle). In the floor kitchens, the rules of use displayed therein and on the PM online platform apply to all Customers, their user-persons and other users of Customers.

3.1.4. Unless otherwise agreed, the shared areas may be used during normal business hours (Monday to Friday, 9 am to 5 pm). Customers of exclusive interior spaces or with booked 24/7 workspace packages may use these shared areas 24/7.

3.1.5. PM may use shared spaces for events outside the usage times pursuant to Section 3.1.4. PM shall inform the Customers accordingly via the PM online platform.

3.2. Exclusive spaces:

3.2.1. In this case, the contractual object is the exclusive use of spaces, parking, storage areas and lockers by the Customer.

3.2.2. Customers with an agreement for exclusive spaces may use designated conference and meeting rooms and think tanks where available, provided that these rooms are not otherwise booked via the PM online platform. Further details are stipulated by the booking system of the PM online platform or by a concluded PM membership agreement.

3.2.3. *One-time services*: these concern one-time services agreed in the contract and/or offered on the PM online platform. Where these services are not a contractual object, the Customer shall have a claim to one-time services only after having effectively booked same. In the event of utilisation without a booking, the one-time services shall likewise be charged to the Customer.

3.2.4. *Additional services*: these concern additional services agreed in the contract and/or offered on the PM online platform. Where these services are not a contractual object, the Customer shall have a claim to additional services only after having effectively booked same. In the event of utilisation without a booking, the additional services shall likewise be charged to the Customer.

3.2.5. *PM membership*: the respectively applicable services are governed by the PM membership agreement.

3.2.6. *User-persons*: the use of contractually agreed services is permitted exclusively for persons with access authorisation. The maximum number of user-persons is defined in the booking form or in the service agreement. User-persons accepted by PM shall receive a personal and non-transferable access authorisation for the access control system of the PM Campus following the request of the Customer and proof of identity. PM reserves the right to exclude individual user-persons from use in the event of justified reasons.

3.2.7. The Customer can register an access authorisation for guests via the online platform. The PM Campus is accessed via the access control system and is only permitted in the presence of a user-person or PM.

3.2.8. The Customer is liable for the compliance of user-persons and guests with contractual provisions; the Customer is liable for damages caused by third parties who access the PM Campus at the behest of the Customer.

4. Internet use:

Insofar as PM provides access to the Internet, the following applies:

- 4.1. The Customer alone is responsible for all their actions and omissions in connection with Internet use. The Customer is subject to legal restrictions in the query, storage, transmission, distribution and reproduction of certain content. In particular, this includes copyright-related restrictions. Due to the generally limited bandwidth, only commercial use is permitted; the streaming, downloading or uploading of music, films, live streams etc. is not permitted. The Customer shall ensure that they and all persons who use the Internet access provided by PM at their behest are informed accordingly, observe the aforementioned legal provisions and in particular refrain from the unlawful copying, distribution or downloading of copyright-protected material. In the event that third parties take action against PM due to a violation of the aforementioned provisions or legal regulations, the Customer shall indemnify PM to this extent. The same applies in particular to copyright and data protection-related infringements.
- 4.2. The Internet access is managed by an external provider; for this reason, PM has no influence on the temporal availability and available bandwidth, maintenance or technical difficulties and therefore accepts no liability in this regard.

In view of the above, the Customer shall ensure that they have a back-up solution in the event of non-availability or insufficient bandwidth such that damages to the Customer as a result of non-availability or insufficient bandwidth are prevented.

5. Handover, start of the contract and contractual term

- 5.1. Subject to the following provisions, the start of the contract is the point in time stated in the respective service agreement.
- 5.2. Insofar as the agreed start of the contract is postponed, PM shall inform the Customer about this in advance and postpone the handover date accordingly. Claims on the part of the Customer are excluded to this extent.
- 5.3. Paragraph 1 also applies in particular to the event of force majeure (e.g. war, severe flooding, fire, storm, earthquake and pandemic (e.g. COVID-19) or in other comparable, unforeseeable, unpreventable, non-attributable and serious events). A performance duty

on the part of PM is excluded in the event of force majeure or respectively the handover date shall be postponed accordingly.

- 5.4. The Customer is aware that delays may occur with the completion of spaces or the departure of previous users.
- 5.5. PM shall promptly inform the Customer about delays to the handover date.
- 5.6. The Parties shall complete a handover protocol, signed by both Parties, upon handover of exclusive spaces or designated shared areas to the Customer. Any damages must be recorded in the handover protocol. Unless otherwise stated in the handover protocol, the Customer acknowledges the respective spaces or shared areas as contractually compliant and defect-free without reservation, except in the case of hidden defects.
- 5.7. The term of the service agreement is governed by the service agreement. In the case of one-time services and additional services, the service period – where applicable – is the booked period on the PM online platform or the utilisation of the service(s).
- 5.8. The right to extraordinary termination on important grounds remains unaffected.
- 5.9. Insofar as utilised services concern the use of spaces or equipment/inventory or other objects by the Customer, these must be returned in a faultless and useable condition at the end of the contract. All objects and equipment or modifications brought onto the premises by the Customer must be removed and the original condition restored. PM shall remove visible signs of use and damages at the end of the contract at the cost of the Customer in addition to an appropriate expense rate of 15% of the costs incurred for rectification.
- 5.10. Planned modifications to floorings, walls and ceilings must be agreed with PM in advance. The decision regarding feasibility and execution shall lie with PM.
- 5.11. PM may store objects of the Customer that have been left behind at the cost of the Customer and sell same after 15 banking days.
- 5.12. The Customer must return all access cards to PM at the end of the contract.

6. Incidental and operating costs

- 6.1. The service fees include either all incidental and operating costs (“incidental costs”) or are charged as a lump sum.
- 6.2. Incidental and operating costs include:
 - 6.2.1. All operating costs within the meaning of Sections 1 and 2 of the German Regulation on Operating Costs (*Betriebskostenverordnung* – BetrKV);
 - 6.2.2. Costs of exterior and interior cleaning of the property and buildings of the PM Campus (including windows and the facade); costs of maintaining the outdoor

- areas (including materials and replacing or supplementing of plants); costs of snow and ice removal and ensuring traffic safety;
- 6.2.3. Operating, consumption, repair, maintenance and servicing costs for all technical and other equipment as well as furnishings and furniture objects at the PM Campus;
 - 6.2.4. Costs of insurance policies concluded for the PM Campus (including all-risk insurance);
 - 6.2.5. Costs of commercial and technical building and campus management as well as other caretakers or staff required for the management and monitoring of the PM Campus;
 - 6.2.6. All fees, taxes and duties due to laws, regulations or local by-laws that are introduced now or in the future applicable to the PM Campus or its use.
- 6.2. PM is entitled to adjust the agreed lump sums in accordance with Section 315 BGB if the underlying costs change or new costs are incurred.
- 6.3. In the event that the billing of incidental costs is agreed, PM shall settle these by the end of the calendar year following the billing period. PM shall choose settlement rates at its reasonable discretion, unless mandatory legal provisions apply.
- 6.4. Subsequent payments or repayments must be settled within 10 banking days.

7. Payment

- 7.1. Unless otherwise agreed with the Customer, the agreed monthly service fees are due on the 1st workday of a month.
- 7.2. The remuneration for one-time services is due in advance upon receipt of the booking confirmation. The current service price list displayed on the PM online platform applies to the respective utilisation of the service. PM is entitled to cancel the service unilaterally if the Customer does not pay the remuneration on time. The respectively applicable terms of the service price list on the PM online platform apply to the remuneration of one-time services in the event of cancellation by the Customer.
- 7.3. Additional services are due for payment 10 banking days after invoicing. The current service price list displayed on the PM online platform applies to the respective utilisation of the service.
- 7.4. Agreed payments must be sent to the following account:


Account holder	PioneerMakers GmbH
Bank	Hanauer Sparkasse
IBAN	DE17 5065 0023 0000 1375 88
BIC	HELADEF1HAN
Reference	Service fee/payment reason PM, Customer name, reference number of the agreement, relevant month

- 7.5. The receipt of the payment in the account of PM shall be decisive for determining the punctuality of payment. PM shall charge an administrative fee in the amount of EUR 25.00 per individual case for reminders in the event of payment default. The Parties each reserve the right to furnish evidence of higher or lower damages. PM is permitted to deny services to the Customer (including access to the respective location) until complete settlement of all due payments including any incurred reminder fees.
- 7.6. Unless otherwise agreed, monthly service fees shall be collected by SEPA direct debit. The Customer is obliged to participate in the SEPA direct debit and hereby already issues PM with a SEPA direct debit mandate to collect due payments. Should the Customer not participate in the SEPA direct debit, PM shall charge an additional service fee of EUR 25.00. PM shall also charge this fee if the direct debit cannot be collected due to insufficient funds in the account or incorrect bank account details or in the event of an unjustified objection of the Customer to a debit. The Parties each reserve the right to furnish evidence of higher or lower damages. The right of objection on the part of the Customer is not restricted by this provision.
- 7.7. PM may allow the Customer to pay by credit card or PayPal, in particular for one-time services. PM reserves the right to charge special fees for these payment methods.
- 7.8. The Customer may only offset against payment claims on the part of PM if the Customer's claim to offset is undisputed, legally determined or ready for a decision. The same applies to the exercise of a right of retention by the Customer.

The Customer is only permitted to reduce current payments if the reason for the reduction and the amount are undisputed or legally determined. The right of the Customer to assert against PM any claims to repayment due to the price reduction of overpaid service fees or basic fees or other claims is not affected by the above provisions.

- 7.9. In addition to the usage fees or rental payments, the Customer shall owe the statutory amount of value added tax.

8. Value added tax

- 8.1. PioneerMakers GmbH (PM) has waived the value added tax exemption for PioneerMakers  in Hanau in accordance with Section 9 in conjunction with Section 4 No. 12 (a) of the German Value Added Tax Act (*Umsatzsteuergesetz – UStG*) (VAT option). As a consequence, the Customer is required to pay the statutory amount of value added tax in addition to the contractually defined usage fee or contractually agreed rental payment. The user is aware that the VAT option is only permissible under the conditions stated in Section 9 (1) and (2) UStG. In this respect, the following provisions apply.
- 8.2. The Customer of permanently or temporarily exclusively used areas, rooms and workspaces gives their assurance that they are subject to value added tax and undertakes to utilise the PM Campus exclusively for revenues and activities that do not

preclude the deduction of input tax from the Customer. At the request of PM, the Customer shall provide all documents to the responsible tax authorities free of charge, which PM requires in order to comply with the duty of evidence pursuant to Section 9 (2) UStG. PM may demand that the Customer submits those documents and/or declarations which the responsible tax authority requests from PM. The Customer shall reimburse PM for any damages incurred to PM due to a discontinuation of the conditions of Section 9 (2) UStG (deduction of input tax) caused by the Customer.

- 8.3. Should circumstances arise regarding the Customer, or the tax authorities take measures or issue tax assessments, which concern or challenge the permissibility of the VAT option of PM, the Customer is obliged to promptly inform PM accordingly. At the written request of PM, the Customer is obliged to lodge an appeal if necessary.
- 8.4. The Customer undertakes to reimburse PM for all damages and disadvantages incurred to PM from non-compliance with the above provisions (Section 8.1 to 8.3).
- 8.5. With respect to these provisions under Section 8, PM states that the owner of PM Campus buildings/facilities and PM itself has asserted or will assert an input tax deduction on the total investment costs for the establishment and management of PM and for ongoing modernisation/renovation/expansion and maintenance in an amount which may significantly exceed the amount of the (cumulative) value added tax (currently 19%) of the monthly usage fee or rental payment as well as the amount of the (cumulative) usage fee or rental payment of the Customer.
- 8.6. PM shall inform the Customer upon the corresponding request of the Customer with respect to the estimated range of any expected VAT costs and other disadvantages within the meaning of Section 8.4.
- 8.7. Insofar as and so long as the tax authorities apply an innocuous de minimis limit – also recognised by the fiscal courts – in relation to the concept of the “exclusive” use for revenues, which does not exclude the input tax deduction, this de minimis limit shall also limit the concept of the exclusive use in Section 8.2.
- 8.8. In the event that rental/provision subject to VAT pursuant to Section 8.3 is no longer permissible due to a change in the actual or legal circumstances of the Customer of exclusive areas, rooms and workspaces, and damages and disadvantages are incurred to PM or the lessor of PM pursuant to Section 8.4 and 8.5, this shall be deemed grounds for extraordinary termination. In this case, PM may terminate the contract with the Customer without a notice period and demand the immediate clearance of the provided areas, rooms and spaces by the Customer. Insofar as no damages can be proven, the net usage fee or net rent (excluding incidental costs) and the advance payment for operating costs shall be increased by the share of statutory value added tax.
- 8.9. The Customer shall be liable for the observance of these provisions by user-persons and other third parties who use areas at the PM Campus at the behest of the Customer.

- 8.10. Claims on the part of PM against the Customer in accordance with the above provisions under Section 8 shall lapse upon expiry of ten years from the end of the contractual relationship. Should the Customer fail to meet their information duty pursuant to Section 8.3, however, the limitation period shall be extended to 15 years for all claims due to circumstances about which the PM was not informed by the Customer in violation of this duty.
- 8.11. All usage charges and fees stated in other PM price lists are net prices. The Customer therefore owes the statutory amount of value added tax (currently 19%) in addition to the stated prices. The value added tax borne by the Customer shall change in accordance with the entry into effect of corresponding legal provisions.

9. Data protection, photographs and video recordings

- 9.1. The Customer has acknowledged the data protection information and policies presented on the PM online platform.
- 9.2. Photographs and video recordings at events and conventions: Events and conventions regularly take place at PM during which photographs and video recordings are also produced; these may be used for the purpose of public reporting on the activities at PM, in particular also via online media. The Customer and their user-persons declare their consent with respect to photographs and video recordings as well as their use and publication. The Customer shall also inform the user-persons in this regard. If the Customer or the user-person does not consent to photography or video recordings or their use in individual cases, the Customer shall inform a PM employee in writing to that effect before the respective event.
- 9.3. Consent to video monitoring in the entrance and outdoor area: The premises of PM are generally open to all Customers and visitors with access authorisation. The Customers may bring their property onto the premises and they attach importance to a functional, safe environment. No fencing is erected around the PM premises for the time being in order to maintain the open character of the facility. PM shall set up a video monitoring system for the entrance and outdoor area for the protection of all Customers, the identification of causes of damages and the prevention of vandalism and reserves the right to store the recordings in accordance with a 72-hour deletion period. The Customer, user-persons and visitors with access authorisation declare their express consent to the above. The system will monitor the building facade, gateways and doors, entrances and exits as well as parking, outdoor areas and traffic routes in accordance with the scope permitted under data protection law. Only the management of PM and designated employees have access to the photographs and video recordings in compliance with the aforementioned purposes. All measures are conducted in accordance with the provisions of data protection law. PM is not responsible for the functionality of the system.

10. General behavioural duties of the Customer

- 10.1. The use of services and areas is only permissible in accordance with the agreed purpose of use as well as statutory provisions and the regulations under construction and trade law.
- 10.2. Structural and other modifications to the areas, rooms or workspaces, such as conversions and installations, integrations, as well as changes to plumbing and lighting systems are only permissible following the advance written consent of PM. The original condition must be restored at the end of the contract.
- 10.3. The Customer shall accept structural and other modifications by PM to areas and buildings on the Campus, including to exclusively used areas, to a reasonable extent.
- 10.4. The Customer is obliged to grant to an employee of PM access to their used workspace or used area with corresponding advance notice at any time. In this respect, PM shall consider the interests of the Customer where possible. In the event of imminent danger, the employees or agents of PM shall be entitled to gain access even without advance notice at any time.
- 10.5. The Customer shall name a central contact partner for PM, including current contact details, who shall be responsible for all legal and organisational questions arising in the performance of the usage agreement. Instructions of PM to the central contact partner are effective towards the Customer including all of their user-persons and guests.
- 10.6. The Customer is aware that the areas are neither air-conditioned nor mechanically ventilated. Overheating may therefore occur in summer – including above a room temperature of 26°C. Such overheating does not constitute a defect. In particular, PM does not owe compliance with the German Workplace Ordinance (*Arbeitsstättenverordnung – ArbStättV*), the German Workplace Directive (*Arbeitsstättenrichtlinie – ASR*) or other provisions under labour law or provisions related to the business operations of the Customer.
- 10.7. No protection from competition is provided.
- 10.8. The Customer is responsible for the duty to ensure traffic safety in the areas they exclusively use.
- 10.9. The Customer is not permitted to assign the services according to this contract to third parties for use or otherwise, unless PM has expressly agreed to this in writing and in advance. Likewise, usage beyond the contractually agreed purpose of use is not permitted and shall entitle PM to terminate the contract without notice and to immediately withdraw all usage rights of the Customer.

11. Liability and insurance

- 11.1. The Customer is liable for all damages which they, the user-persons, their employees and their commissioned tradespeople and suppliers, visitors and guests cause, regardless of fault, and shall indemnify PM from third-party claims to this extent.
- 11.2. PM shall be liable:
- 11.2.1. according to statutory provisions for intent and gross negligence on the part of a legal representative, a managerial employee or other vicarious agents, for the assumption of guarantees, culpable injury to life, limb or health as well as in the event of liability according to the German Product Liability Act (*Produkthaftungsgesetz – ProdHaftG*);
- 11.2.2. on the merits of the case for any culpable breach of an essential contractual duty (the term “essential contractual duty” refers generally to such a duty whose fulfilment enables proper performance of the contract in the first place and in the observance of which the other respective Party may typically trust), whereby the liability for material and financial damages is limited to the amount of the typically foreseeable damage.
- 11.2.3. The liability on the part of PM regardless of fault for initial defects pursuant to Section 536 (a) BGB is excluded.
- 11.2.4. Further liability on the part of PM is excluded.
- 11.3. The Customer is obliged to maintain an appropriate business liability insurance policy and an adequate property insurance policy during the term of the contract and to furnish evidence of the scope and content of this insurance coverage at the request of PM.

12. House rules, further regulations and use of the PM online platform

- 12.1. PM has set out house rules and other rules of conduct and use for the PM Campus, which can be viewed on the PM online platform. These regulations must be complied with by the Customer (including all user-persons, guests etc.).
- 12.2. PM is permitted to adjust, change and append the house rules and other rules of conduct and use for the PM Campus at its reasonable discretion.
- 11.3 The Customer is permitted and obliged to use the PM online platform for communication and to acknowledge the provisions applicable to the PM Campus. However, PM accepts no liability in the event of the outage of the PM online platform.

13. Publication of company names/logos

- 13.1. The Customer agrees to the publication of their name and company logo on the PM online platform (also visible to third parties).

13.2. All further marketing and PR measures on the part of PM shall be coordinated with the user.

14. Anti-money laundering check

14.1. Insofar as PM is obliged under the German Anti-Money Laundering Act (*Geldwäschegesetz – GWG*) to identify the contract partner, the economic beneficiary and/or determine their status as a politically exposed person in accordance with GWG, the Customer shall provide the necessary documents and information to PM for due determination and inform PM about any changes.

15. Final provisions

15.1. Should a contractual provision be or become ineffective, this shall not affect the validity of the rest of the contract. In this case, the Parties commit to enter negotiations with the aim of replacing the ineffective provision with an effective provision that comes as close as possible to the original economic intention. The same applies in the event of contractual omissions.

15.2. PM reserves the right to change these General Terms of Business and Use, insofar as this is not unreasonable for the Customer (e.g. less substantial provisions that do not generally result in a transformation of the economic contractual framework as a whole). The Customer shall be informed about the change in good time.

15.3. Amendments and supplements to the usage agreement and its annexes must be made in writing to be valid. This also applies to a removal of, or exemption to, this requirement for the written form.

15.4. The usage and rental agreement is subject to German law. The legal venue is Hanau am Main, where legally permissible.