



# General Terms & Conditions

## **Premium Business Centers**

General terms of business of the companies Premium Business Center Uptown AG, General-Guisan-Strasse 6, CH-6300 Zug, Premium Business Center Citybay AG, Werftstrasse 4, CH-6005 Luzern, Premium Business Center 4-Towers GmbH, Turmstrasse 18, CH-6312 Steinhausen, Premium Business Center Bellevue GmbH, Schiffflände 26, 8001 Zurich and Premium Business Center Westside, Baarerstrasse 137, 6300 Zug.

The following conditions apply in connection with each office use or service agreement or any other agreement through Premium Business Center.

They are considered to be agreed upon when such agreement has been signed.

## **Premium Business Center obligations**

1. Premium Business Center provides performances that have been contractually agreed within the indicated office hours and within the scope of the agreements. Force majeure or disturbances caused by technical deficiencies or disorders are excluded.
2. Premium Business Center is not obliged to accept registered letters, orders or invoices etc., especially when obligations or costs are resulting.

## **Customer obligations**

1. It is supposed that the office, furniture, keys, technical installations and the areas of common use, which are not located within the office space, are used and vacated in due and proper manner. The customer is responsible for damages and losses. By the end of contract, the customer is obliged hand over the used office, as initially received, or a reimbursement of the costs would be requested for the necessary renovations/improvements made through Premium Business Center.
2. The customer is obliged to take out necessary insurances for his business and the offices, especially a business liability insurance, an insurance against the interruption of operation, a theft insurance, an indemnity insurance against the risks window brakes, water and fire damages as well as an home and contents insurance against occupational accidents and to maintain them during the duration of the contractual relationship at his own expenses. Upon request of Premium Business Center, he must be able to give evidence of the regular existence of these insurances.
3. The customer undertakes to accept any contracted services of Premium Business Center, which goes beyond the contractual obligations, even without previous order confirmation.

## **Use of offices /structural alterations by the customer**

1. The used rooms may only be used as business offices for commercial purpose and not as shops or retail stores. Subletting or granting of permission to use the premises to third parties is expressly prohibited; the incorporation of additional persons shall only be permitted if prior written permission has been obtained from Premium Business Center. In no case, the customer is authorized to keep domestic animals in the offices.
2. The customer is not authorized to realize any structural alterations, especially reconstructions and installations etc. without Premium Business Centers written approval. He is responsible for any damage occurring in connection with the changes he carried out. The customer undertakes to restore the original conditions of the used rooms when he is moving out.

## **Advertising at the property**

1. Advertising has to be agreed upon by Premium Business Center. This means that the customer has to use any existing collective installations for signage and has to bear all costs incurring.
2. Any further advertising may only be attached after it has been expressly approved by Premium Business Center in writing.



### **Entering the office premises by Premium Business Centers**

Premium Business Center and/or an agent acting for Premium Business Center may enter the used rooms at any time for the purpose of cleaning, the controlling of their condition or any other important reasons. In case the tenancy has been terminated on time, Premium Business Center and/or an acting agent are entitled to enter the used rooms together with potential interested parties.

### **Duration / termination / vacation of the Office Use agreement**

1. The termination notice must be done in writing and must reach the other party by registered letter by the end of the month, meeting the respective deadline either of three months, otherwise it must be ready for picking-up at the post office.
2. In case the party does not vacate the used rooms in time of the contract, upon termination or termination without notice, he would be obliged to pay compensation for loss, at the rate of the commonly paid monthly contracted fee, meaning the full service fee for each month that has started.
3. The Customer is obliged to cancel or change the address of Premium Business Centers at the responsible commercial register office and replace it with his new address until the end of the cancellation period. If the Customer has not deregistered or changed the address of Premium Business Centers in due time, the Customer undertakes to pay a usage fee to Premium Business Centers in the amount of the usual monthly usage fee for the use of the address, namely the full usage fee for each month or part thereof.
4. Premium Business Center is entitled to terminate its contracts for important reasons with immediate effect, without observing the notice period; in any case the contractual obligations have not been met. Especially the following issues have to be considered as reasons for termination without notice: default in payment exceeding two weeks – no further reminder having to be sent –, payment of deposit that has not been paid in time, infringement of the rules, contrary use of offices to the agreement, unauthorized leaving of the rooms and equipment to third parties, an unconscionable object or one that's contrary to law or against the regulations, such behaviour of the contractual partner within the used office agreements, gross breach of contractual obligations in addition to loyalty and any other similar breach of contract.
5. The right of termination without notice is guaranteed as well in case of bankruptcy proceedings are opened with regard to the contractual partner's assets or judicial composition proceedings have been applied for or if the opening of such proceedings is refused for insufficiency of assets covering the costs.
6. In case the agreement is terminated without notice, the customer has to vacate the used offices within three days after receipt of written notice. From then on, Premium Business Center is entitled to have offices vacated without any further delay and to use them in another way. The costs of the vacating have to be borne by the customer.
7. In case of termination without notice, Premium Business Center is entitled to prevent the customer from entering the office area and the offices that are subject of the agreement. He is entitled to enter the rooms for vacating. The legal regulations apply. These regulations apply accordingly to terminations with timely notice after expiration of the notice period.
8. In case of the termination without notice by Premium Business Center all the remunerations of the complete term of the agreement that are still outstanding immediately become due and payable as compensation for damage because of non-fulfilment. The using of the offices from a new party does not found a repayment claim of the existing customer.
9. In case of termination (ordinary or without notice), Premium Business Centers is entitled to offset open claims or claims still to be made during the period of notice against the customer's deposit credit and deduct it from the customer's deposit.

### **Offset**

Any offset or right of retention of the contractual partner because of own claims against dept. claims that are not uncontested or legally valid are excluded. The customer is not authorized to cede, transfer or pawn the rights or claims he is entitled to with regard to the agreements he concluded.



### **Customer liabilities**

The customer is liable for any damage culpably caused by his relatives, collaborators, suppliers or workmen. Any damage occurred has to be immediately notified to Premium Business Center. The customer is liable for any further damage caused by delayed notification.

### **Premium Business Center liabilities**

1. Premium Business Center is liable for damages for customer due to full or gross negligence of duties imputable through Premium Business Center. The liabilities for indirect damages or consequential damages are excluded. Premium Business Center is not liable for:
  - a) Interruptions of the agreed services as a consequence of exceptional circumstances, such as strike, lock-out, force majeure and Center-Service interruption.
  - b) Errors in transmission due the misunderstandings that arose between persons emitting or receiving information with regard to the content of this information.
  - c) Any delay in the transmission of messages imputable to the post office or any other transmission agents that are beyond Premium Business Centers control.
2. The customer is obliged to inform any damages to Premium Business Center immediately, and any damages for which he wishes to hold Premium Business Center liable.

### **Changes of legal forms, dissolvent of company**

1. The customer is obliged to notify Premium Business Center any changes made to companies house, to the registrar of the trade, the contractual relationships or any other context that is relevant to the contractual relationship.
2. In any case the customer changes the legal form of its company from an individual business to a partnership or to a co-corporation; the customer's personal liability regarding all the duties under this agreement remains intact. Furthermore, it is to be noted that an agreement has to be established, in according to the existing contract.
3. In case of a full or partially sale of the company, this operation has to be previously approved by Premium Business Center with regard to the transfer of its agreement to its legal successor. There is no claim as to the transition of this agreement. Without any agreement concerning the transition, the customer's personal liability remains intact.

### **Additional agreements**

Subsequent modifications or amendments of the agreement have to be done in writing. Any additional or supplementary agreements as well as modifications or amendments to this agreement are only valid after Premium Business Centers written approval. If one of the provisions of this agreement is or comes in full or partially to be legally ineffective, the effectiveness of the other provisions remains intact. Such provision will be replaced by a valid regulation that comes, according to a reasonable appreciation of the agreement, next to the contractual partners' intentions. In case the ineffectiveness is due to the determination of performances or of time, it is replaced by the legally valid measure.



**Legal residence**

The relationship of the parties shall be governed exclusively by Swiss law, the court of jurisdiction is the domicile of Premier Business Centers.

**Effective from 19. May 2020**

I/We have read the terms of business and accept all of them.

Place / date:

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Company / pistil:

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Authorized signature I:

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Authorized signature II:

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