

FirstOffice[®]

General Terms and Conditions

FirstOffice AB

Terms and Conditions updated 1 december 2021

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[firstoffice.se](https://www.firstoffice.se)

Flexible offices close to you

General Terms and Conditions

1. In general

1.1 Definitions

These general terms and conditions apply between FirstOffice AB ("FirstOffice") and the customers and members who have signed a contract with FirstOffice.

"Contract": means the contract with the associated list of tenants or members which has been entered into between the customer and FirstOffice. The general term and conditions, as valid from time to time, are an integrated part of the contract and can be found at [www.firstoffice.se/allmanna-avtalsvillkor]. It is incumbent on both the customer and the member to be cognisant and comply with the current terms and conditions.

"PRIVATE OFFICE" means an office or room of one's own which the customer has the right to use and which entails a tenancy relationship between the customer and FirstOffice. "Fee" means "rent".

"COWORKING" means membership of our membership network and access to our facility to the extent of available space between Monday and Friday 8 am – 5 pm including associated service. The shared part of the facility has open desk space. The customer is well aware that the product "Cowork" does not entail a tenancy relationship.

"DESIGNATED SPACE" means a defined work space of one's own with a designated desk. FirstOffice has the right to change the space for the location of the desk within the facility.

"Customer" refers to the natural person or legal entity which has signed a contract with FirstOffice. In the event of the customer being a legal entity, the customer is jointly and severally liable for the actions of its tenants/members actions and activities at FirstOffice's facility.

"Tenant" means the natural person who is to use a PRIVATE OFFICE at FirstOffice. If the customer is a legal entity, the tenant refers to natural person designated by the customer who is to use the tenancy contract and as shown on the list of tenants.

"Member" refers to the natural person who is to use the membership for COWORKING or DESIGNATED SPACE at FirstOffice. If the customer is a legal entity, the member refers to the natural person designated by the customer who is to use the membership and as shown on the list of tenants.

1.1 In general on FirstOffice

FirstOffice is a part of Klöver and most FirstOffice facilities are located at Klöver's own properties. FirstOffice offers attractive and flexible coworking and business centre environments with working and meeting space.

FirstOffice provides facilities in a pleasant and inspiring environment with COWORKING spaces (open space), DESIGNATED SPACES and/or PRIVATE OFFICES. Access is available at all facilities to communal areas, meeting rooms, free access to coffee or tea, access to an exclusive network together with other FirstOffice members, special discounts and offers available for tenants and members and a lot more.

FirstOffice makes high demands on tenants and members as regards order and care for the FirstOffice facilities and that tenants and members show consideration to other tenants and members using the premises. This is to ensure that the facility offers work and meeting space in a pleasant environment.

2. Term of contract

The term of contract and period of notice are shown in the contract.

3. Fee, invoicing and payment

The fee refers to the compensation paid by the customer to FirstOffice in accordance with the contract. The fee includes the cost for the tenant/membership for paying for the functions, products and services provided by FirstOffice to all tenants and members and the cost of the selected work space environment . COWORKING, DESIGNATED SPACE or PRIVATE OFFICE.

The fee is set annually and is increased by two (2) per cent per year. The increase takes effect on 1 January each year.

Payment is made as stated in the contract.

In the event of delayed payment, FirstOffice has the right to charge a reminder fee of SEK 60 and late payment interest of 8% per month. FirstOffice also has the right to make a charge for written payment reminders and for any collection costs etc.

If the customer disputes any part of an invoice the customer must at the latest by the due date pay the amount that is not disputed to avoid a late payment fee on the whole amount. FirstOffice reserves the right to withhold services until the outstanding amount has been paid. FirstOffice has the right to terminate a contract without prior notification if the customer has failed to comply with the terms of payment after three reminders.

4. Value-added tax

The customer shall engage in business which is subject to value-added tax at FirstOffice's premises. In certain cases, a customer which does not engage in business subject to value-added tax may enter into a contract with FirstOffice although this entails additional compensation for value-added tax.

If FirstOffice due to the customer's action (or due to the customer's business no longer being liable to value-added tax or right to repayment), becomes liable to repay value-added tax in accordance with the provisions of the Value-added Tax Act, the customer shall compensate FirstOffice in full with the amount that FirstOffice is obliged to repay the tax authority. The customer shall also pay compensation for the increase in cost which ensues from FirstOffice's loss of the right of deduction for input value-added tax on operating expenses and furthermore compensate other costs that FirstOffice incurs due to the customer's action.



5. Internet access and cables for data communications

FirstOffice provides internet access through open wifi.

In the cases where the customer needs its own internet access, the property network is partly prepared for this and it can be offered separately by FirstOffice. The customer will then have their own fixed line to its room at an additional cost in accordance with the price list.

FirstOffice cannot be held liable for the consequences of any operating interruption with regard to internet access as provided from time to time.

It is not permitted to connect a wifi network of one's own as this may entail major interference with the common network due to signal competition.

6. FirstOffice's facility

6.1 Use of the premises

FirstOffice premises regardless of whether it concerns COWORKING, DESIGNATED WORK SPACE OR PRIVATE OFFICE may only be used for office purposes. PRIVATE OFFICE may only be used by the number of persons shown on the contract unless otherwise agreed with FirstOffice. It is particularly important that the tenant and member take good care of the facility as well as the communal areas which the tenants and members share and only use the office and facility for the intended purpose and in the way stipulated by the tenant/member conditions.

6.2 Conduct at the facility

It is incumbent on every member of FirstOffice to behave in a professional and ethical manner at FirstOffice's premises. This means respectful use of the facilities and respect for other members or FirstOffice visitors.

If a tenant/member has failed to behave in a way that complies with FirstOffice's ethical requirements, FirstOffice has the right to immediately terminate the membership and/or the contract.

It is incumbent on every tenant and member to comply with the rules for order and enjoyment of the premises which apply at every FirstOffice facility.

6.3 Visiting policy

All persons at a FirstOffice facility and who are not tenants or members or who belong to FirstOffice are visitors. A tenant/member may receive visits, for example, for use of meeting space and for visiting the customer's own room. The overall purpose of the visit shall be that it entails commercial benefit for the tenant/member and the customer's business. Meetings of a purely social nature should be kept to a minimum. The tenant/member shall be physically present throughout the visit and it is not permitted for the visitor to use FirstOffice facilities as their own work place, for example the coworking space.

The Customer/Tenant/member bears complete responsibility for their visitors.

6.4 Packaging and waste collection

The cost of normal household waste is included in the fee. The tenant/member undertakes to comply with the instructions for other waste which are posted in the waste room or which are evident from the rules posted at the respective FirstOffice facility.

6.5 Meeting room, pantry, pigeonholes, etc.

The tenant/member has the right to use the facility's existing meeting rooms after booking in advance. Local regulations for how to book the meeting rooms are included in the rules at the respective business centre.

Conference and meeting rooms at the business centre are available for use by First Office tenants when required. External recurrent courses and training and regular meeting times are not permitted.

Our flex or fixed place contracts include booking a meeting room for up to eight hours a week. Additional hours will be charged for according to our price list.

The tenant/member also has the right to use the pantry with fittings and equipment and any terraces.

The tenant/member does not have the right to communal areas at the facility as a storage place for goods or material.

Pigeonholes for post are available for customers at the business centre.

6.6 Consumables

The fee includes normal consumption of coffee, tea and any water machine for the respective tenant/member, consumables for the kitchen and WC, normal use of paper print-outs.

6.7 Cleaning

FirstOffice is responsible for cleaning the communal areas and PRIVATE OFFICES. Customers and members accept that FirstOffice and the cleaning company contracted by FirstOffice possess and use a spare key and/or tag to obtain access to private rooms to be able to clean.

6.8 Maintenance, care and supervision, etc.

FirstOffice is responsible for internal and external maintenance of the facility. The tenant/member shall take good care of their own room and other areas at the facility. Together with other tenants/members at the facility, the tenant/member is responsible for supervision of communal areas at the facility. Supervision means, for example, locking and switching off lights etc. The tenant/member may not undertake refurbishment or make changes at the premises without FirstOffice's written consent.

6.9 Fire protection

The customer and member are obliged to provide FirstOffice with the information needed for FirstOffice to be able to



perform its obligation to render account under the Prevention of Accidents Act.

The tenant/member is responsible for keeping evacuation routes clear and complying with FirstOffice's instructions on fire protection.

6.10 Locking devices

FirstOffice equips the facility with locking and anti-theft devices. Every tenant/member receives a key and/or an entry card/tag. These are personal and linked to the particular tenant/member. It is not permitted to lend a key or entry card or tag to any other person.

Lost entry cards/tags must be immediately notified to FirstOffice staff. A charge of SEK 200 will be made for a new entry card/tag.

6.11 Ventilation etc.

Ventilation and, where relevant, cooling is in operation during normal business hours weekdays. FirstOffice is not responsible for temporary interruption of water, sewerage, heating, ventilation, etc.

6.12 Signage

The customer does not have the right to free sign space. Signage at the facility is not permitted. The reason for this is that free signage would make a disorderly impression. If the customer or tenant/member wishes to put up some form of sign, product example or similar, FirstOffice's prior written consent is required.

FirstOffice is responsible for setting up any sign outside the respective private office any sign in the stairway or on the façade of the building.

7. FirstOffice's liability

7.1 General limitation of liability

FirstOffice is not liable for and will not compensate for loss of or damage to objects that the customer, tenant or member brings to FirstOffice's facility. FirstOffice will, however, compensate for damage to objects caused by FirstOffice's staff by negligence or deliberate action.

FirstOffice is not responsible for and will not compensate for damage caused to the customer, the tenant or the member due to the services offered at the FirstOffice facility. FirstOffice will, however, compensate for damage to objects caused by FirstOffice's staff by negligence or deliberate action.

FirstOffice is not responsible for obstacles or limitation to the possibility of using the facility or the services offered which are due to circumstances outside FirstOffice's control and which could not reasonably have been anticipated, avoided or overcome, such as fire – water – or other major damage to the facility/building, strikes, lockouts, natural disaster or decisions by official bodies. The same applies in the event of termination of FirstOffice's tenancy agreement for premises.

If FirstOffice does not provide the agreed service, the customer shall draw attention to this in writing to FirstOffice without delay. FirstOffice compensates the customer for any actual, provable and reasonable costs that the customer has incurred to obtain the service from an alternative provider. In no circumstances, shall FirstOffice be liable for loss or damage before FirstOffice has had a reasonable time to take action to rectify the defect/deficiency.

7.2 Consequential effects of limitation of liability

In no circumstances does FirstOffice have any liability for loss of business, loss of profit, loss of acquired savings, loss of or damage to data, third-party claims or any consequential damage unless FirstOffice in writing or another way has admitted liability for this.

7.3 Limitations to compensation

FirstOffice's liability is in all circumstances limited to 125 per cent of the total fee that the customer has paid until the date that the damage has arisen, although at most SEK 100,000.

8. Liability for damage to the property and insurance

The Customer is liable for all damage arising at the property and FirstOffice's facility through negligence or neglect of the tenant/member/visitor to the tenant/member who on behalf of the tenant/member transports any good or performs work on behalf of the Customer/Member at the property.

The Customer's liability for payment for damage of the kind referred to in this paragraph is limited to what has not been compensated for by FirstOffice's insurance, for example, the excess.

The Customer is liable to take out and keep in force for its own operation a business insurance, including cover for property damage, business interruption and public liability..

9. Reduction of the fee

The customer does not have a right to reduction or deduction from the fee for hindrance or inconvenience which the customer and/or tenant/member may be caused due to FirstOffice carrying out usual maintenance of the premises, communal areas, or the property otherwise. It is incumbent on FirstOffice, however, to notify the customer in good time of the nature and extent of the work and when and for how long the work will be performed.

10. Action to be taken on vacation

On vacation, the customer shall hand back all entry cards/tags pertaining to the facility/property. If keys have been lost, and this leads to the property's shell protection having to be replaced,



the customer is liable for damage for the cost of replacement of the property's shell protection.

The tenant/Member shall at own expense take away all property and all installations that belong to the customer and / or tenant/member. If the contract is for a PRIVATE OFFICE, the room shall be well cleaned prior to vacation and the customer/tenant/member shall, unless otherwise agreed, restore the premises to a condition acceptable to FirstOffice. The customer shall repair any damage to the building which FirstOffice should not reasonably accept. Otherwise FirstOffice has the right at the customer's expense to have the premises cleaned and restored, to a condition acceptable to FirstOffice.

11. Amendment of contractual conditions

FirstOffice has the right to amend and update general terms and conditions of contract during the term of the contract. Current general terms and conditions are always available at www.firstoffice.se. It is incumbent on the customer/member to keep a check on the terms and conditions as valid from time to time.

12. Transfer and sub-contracting

The customer may not transfer the contract to another party. The customer may not either subcontract the whole or part of the contract (refers to PRIVATE OFFICE) or in any other way allow another party to engage in business at the premises.

FirstOffice has the right to assign its rights and obligations under the contract to another legal entity.

13. Personal data

It is incumbent on the customer to ensure that the following personal data is provided to the contact person and the tenant/member or other individuals whose personal data may be processed during the term of the contract.

FirstOffice is personal data controller for the processing of personal data carried out by FirstOffice or on behalf of FirstOffice.

FirstOffice's processing of personal data takes place on a statutory basis, mainly in order to perform the contract or because there is a legal obligation or a justified interest for example, to provide information, to perform customer surveys, or marketing, to provide services related to the contract, etc.).

FirstOffice saves data about the tenant/member as long as this person is registered as a contact person and designated as member by the customer under the contract named in the register of tenants and members. It is incumbent on the customer to notify FirstOffice if the information is to be updated.

The majority of the personal data is erased in conjunction with the termination of the contractual relationship. In the event of there being remaining legal claims, for example, unpaid fees, the required data is saved in order to pursue the claim. The information on payment of the fee is saved in accordance with current accounting rules.

Within the framework of the contractual relationship, FirstOffice may disclose personal data to the other companies that provide services related to the contractual relationship. Data may also be disclosed if required by law or official decision.

For further information on FirstOffice's processing of personal data, please see FirstOffice's website www.firstoffice.se.

14. Replacement, supplement or removal of member

The customer may freely state a new person as member/person who shall use a workplace and who thereby replaces an existing member/person who shall use a work space. In order for this to happen, it is required that a new membership/tenant list is submitted to FirstOffice.

The customer may also add on additional members/persons who are to use a work space in addition to the number of members/persons who are to use a work space which is included in the agreement for its own room. A fee of SEK 990 per month will then be charged, which is intended to cover the costs of administration and service that the additional member/tenant who is to use the work space will receive.

The customer may also notify FirstOffice to remove members/persons who use a work space from the list of members/tenants. However, a customer must always pay for the number of members/persons that the work space or the own room gives a right to regardless of whether these are used or not.

