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Client

(hereafter user)

by Lista Office Vertriebs AG, A. Lienhard Strasse 2, 9113 Degersheim, SG
(hereafter LO)

1. Preamble

Under the term 'LO Dynamic Workspace®', LO develops, markets and operates a modular office-as-a-service concept. The core of the service consists of a 'full-service offer' for the user that is made up of a broad range of services alongside the office space itself. With this concept, the user need not worry about purchasing the required office furniture and equipment or commissioning service providers when moving in because all the required services are either included in the user fee or can be applied by the user as an option.

In the 'furniture' segment, the user has the choice between a furniture-as-a-service model (FaaS) or a purchase with specially agreed conditions at an LO partner. Use of the user's own furniture and supplements via FaaS or purchase is not ruled out.

2. Contractual object and general remarks

- Within the scope of the FaaS, LO becomes the user's primary partner in the 'home office furniture' segment and provides defined products or product bundles as part of an FaaS model.
- LO and the user define a suitable product range for the FaaS together that meets both technical design requirements and facilitates a commercially attractive operation. The product list ('FaaS Catalog') contains individual products and/or product bundles.
- LO supplies the user with an 'FaaS Service Description'. This service description defines the 'FaaS' service with regard to the end user and is an integral component of the agreement.
- The stock deployed within the scope of the FaaS model need not be brand new, but should be in an as-new condition (no visible signs of use, undamaged and fully functional). Refurbishment of the stock by LO in order to restore an as-new condition is possible.
- LO and the user define an operational process together for the ordering, installation, modification, return and storage.
- LO can offer the user or – with the user's permission – the end user who decides against the FaaS model a purchase offer based on LO products. Prices and special conditions for the purchase transactions will be agreed in a separate provision.

- As the primary partner in the 'office furniture' segment, the user will source its required furniture that cannot or should not be used within the FaaS model (e.g. furniture for common areas) from LO as the first port of call. This includes both LO's own products and those from LO's merchandise partners. The conditions for these purchase transactions will be agreed in a separate provision.

3. Rights & obligations of the user

- The user undertakes to use the FaaS service exclusively within the scope of the model and not to source the LO product range via other means.
- The user undertakes to inform LO regularly regarding the duration of employment contracts for the end user so that an optimal application of the stock can be planned.
- The user undertakes to maintain an inventory of FaaS products and to provide regular information on quantities and location. The user also endeavours to make the greatest possible use of the product range for the end user.
- The user endeavours to reuse the object in question with as little interruption as possible elsewhere upon expiry of an employment relationship. In the event of a vacancy for an office equipped with FaaS products, LO may take the independent decision as to whether the products may remain at the current location for a potential new user or should be put into storage.
- Within the context of marketing, the user has the right to name LO as a strategic partner and to use its trademark (logo) for this purpose.

4. Rights & obligations of LO

- LO provides the user with a central contact partner responsible for commercial and operational themes throughout Switzerland. LO's local agents can be actively integrated into the operational process.
- LO maintains an FaaS product catalogue with images, precise product specifications and prices, and provides this electronically. For procurement or return, LO provides an electronic portal exclusively for the user. Products can be revised and/or adjusted together periodically, however no more than once a year.
- The deployment of used stock is sensible both from an economic perspective and for reasons of sustainability. LO ensures that the FaaS stock deployed to an end user has a consistent look in terms of range, colour and condition. If required, brand-new goods must be used in addition.
- For FaaS products that were not manufactured by LO, the same arrangements apply as for own products as far as no special agreement is in place.

5. Liability and indemnification

- The user is liable or responsible for damage to the stock. Any damage for which the end user is responsible must be asserted directly to the user.
- By using the services, LO agrees to release the end user from any liability or responsibility for damage resulting from the provision of services by LO to the user.

6. Duration of the agreement and termination

- The agreement becomes effective upon signing by both contractual parties and is valid for an indefinite period.
- The agreement can be terminated by either party after no less than 6 months with a notice period of 3 months to the end of a calendar quarter. Special termination rights pursuant to this agreement remain unaffected.
- Claims resulting from behaviour in violation of the contract do not lapse following termination of the agreement.

7. Final provisions

- Modifications and supplements to this agreement must be made in writing. This also applies to altering this requirement of the written form.
- Swiss law applies. The place of jurisdiction is Zurich.
- In the event that individual provisions within this agreement are or become ineffective, either in full or in part, or are or become invalid, in full or in part, and in the event that this agreement contains loopholes that were not intended by the parties, the effectiveness of the remaining provisions within this agreement will not be affected. An effective provision that comes closest to the intention of the parties and that takes into consideration the purpose of this agreement and that would have been agreed upon had the parties been aware of the ineffectiveness, invalidity or lack of the respective provision during conclusion of this agreement shall replace the ineffective or invalid or missing provision.

8. Signatures

Client

Robert Jesensek
NGTB, LOG Produktions AG

Location & date

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