**Commercial premises‑**

**According to
the latest
legal
situation\*
‑**

**tenancy agreement**

Mobileye Germany GmbH

Tenant

Lütticher Strasse 132, 40547 Düsseldorf

Address

Tax ID: 103/5747/3325

Tax number

Agreement number

\* Current version: July 2020

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*In this respect, the sample contract can only provide suggestions and must always be adapted to the individual needs in each case.*

Tenancy agreement for commercial premises

between

Mr / Ms or company Rüdiger Dommermuth

Address: In der Florinskaul 3, 56218 Mülheim-Kärlich

Telephone / Fax no.: +49(0)2630 940135 Email: rd@dasis.de

as the landlord

Tax no. or ID no. DE185192898
where applicable represented by:

Mr / Ms or company

Address:

Telephone / Fax no.: Email:

and

Mr / Ms or company Mobilpye Germany GmbH

Address: Lütticher Str. 132 40547 Düsseldorf

Telephone / Fax no.: 021115760544 Wilhelmine.Martens@mobileye.com

identified by identity card no./passport no.:

Commercial register no: as the tenant

and

Mr / Ms or company

Address:

Telephone / Fax no.: Email:

identified by identity card no./passport no.:

Commercial register no: as the tenant
the following tenancy agreement is concluded:

Section 1 Rental property

1. The following is let

on the land plot Florinskaul 3, 56218 Mülheim Kärlich

1. located on the ground floor, right/lett/centre, front building / rear building / annexe

6 rooms.and kitchen, 2x WC, 1 heating room

1. the following other areas (land and wall areas, parking spaces, garages):

4 outdoor parking spaces (EUR 140)

3

1. the following accessories:
2. the following furnishings:
3. The tenant shall take over the rental rooms in their existing condition.
If a handover record has been drawn up, reference is made to this.

The parties also enter into the following agreement:

In all other respects, the tenant acknowledges the rooms to be in accordance with the agreement.

1. The tenancy is for operation as an office

The prior written consent of the landlord is required for any change of use.

1. The tenant shall be obligated to establish the necessary prerequisites under public law, in particular under trade law, at its own expense; to this end, it shall obtain the official approvals from a personal and operational point of view. It bears the risk of use if the cause is solely based on its personal circumstances.

The landlord is exclusively liable for ensuring that the use under public law, primarily building law, is permissible. He must guarantee these conditions during the existing tenancy.

1. The tenant is obligated to have the following measures carried out at its own expense:
2. The landlord is obligated to have the following measures carried out at his expense:
3. The tenant is obligated to maintain the business operations during the entire term of the agreement. In particular, it shall maintain the rental proiperty in accordance with the purpose of the agreement.

8. The tenant shall be given the following keys:

The tenant may only have additional keys made with the landlord's consent. The keys shall be returned at the end of the agreement. The counterfeit keys shall be handed over to the landlord free of charge or destroyed. If keys are lost, the landlord may have new locks and keys made at the tenant's expense if the security of the rental property so requires. The same applies if the tenant does not hand over all the keys when moving out. The same applies in the event of a central locking system. If the tenant proves that the security is not concretely endangered, it shall not be obligated to reimburse the costs.

**Section 2 Heating and hot water supply**

1. The landlord shall keep the heating system in operation at least in the period from 01.10. to 30.04. (heating period) of each year, otherwise as required by the weather.
2. The tenant may not demand heating in the event of disturbance, force majeure, official orders or other impossibility of performance (e.g. fuel shortage), unless the landlord is responsible for the impossibility. The tenant's rights due to rent reduction remain unaffected. The landlord shall ensure that any disruptions are remedied as soon as possible.
3. If the tenant does not make use of the heating system, he must nevertheless pay the heating costs proportionately.
4. The scope of the heating costs shall be determined in accordance with the statutory provisions.
5. If the tenant operates the heating system itself, it shall put it into operation to the required extent during the heating period and keep it in proper and maintainable condition at its own expense in accordance with the statutory regulations and technical requirements. The operating costs shall be borne by it. In addition, it bears the costs of minor repair work itself.
6. The landlord shall keep the hot water supply system in operation at all times. If the installation needs to be shut down in whole or in part due to circumstances such as those set out in Clause 2, the tenant shall not be entitled to claim damages unless the landlord is responsible for the impossibility. The scope of the costs shall be determined in accordance with the statutory provisions.
7. The landlord may switch from operating the central heating and hot water supply system himself to obtaining heat and hot water from an independent commercial heat supplier. In the event of such a change, the tenant shall bear the heating and hot water costs incurred in each case, insofar as the principle of economic efficiency is not violated as a result of the change. The scope of the costs shall be determined in accordance with the statutory provisions.
8. Other forms of heating or hot water supply (e.g. district heating):

**Section 3 Majority of persons as tenants**

1. Several tenants (e.g. spouses) are jointly and severally liable for all obligations arising from the tenancy.
2. Several tenants authorise each other to receive declarations from the landlord and to make their own declarations. This authorisation also applies to the receipt of notices of termination and rent increase requests, but not to the submission of termination declarations or the conclusion of a tenancy termination agreement.

Several landlords authorise each other accordingly.

If one of several tenants moves out, its contractual obligation shall remain unaffected. Early release from the contractual obligation can only be considered if the landlord agrees.

Section 4 Rental term

1. Agreement of an indefinite term:

The tenancy shall begin on .

The following applies to the notice of termination (*alternatively tick a or b or fill in*):

a) The tenancy may be terminated by either party subject to the statutory notice period (Annex 1).

or

b) The tenancy may be terminated by either party subject to a notice period of months as of the end of the month.

The written notice of termination must be received by the other side by the third working day of a month. The right of the parties to extraordinary termination remains unaffected.

2. Agreement of a definite term:

The tenancy shall begin on and end on

or

3.√ Agreement of a definite term with a renewal clause:

The tenancy shall begin on 01.08.2021 and end on 31.07.2024

It shall be extended by 2 years, unless a party objects to the extension subject to a deadline of 6 months

in writing

or

4. Agreement of a definite term with an option right:

The tenancy is concluded for a term of years and shall end on .

The tenant may unilaterally declare by written declaration to the landlord, which must be received by the landlord no later than six months before the expiry of the above periods, that this tenancy shall be extended by

further years (extension option). In the event that the option is exercised, the tenancy shall be
continued at the previous terms and conditions. Unless an indexation clause (Section 5 Clause 3) has been agreed, the rent shall be adjusted to the local rent at the beginning of the new option period.

1. The timeliness of the termination or the objection to the extension of the tenancy does not depend on the dispatch of the declaration but on its receipt by the other party.
2. If the tenant continues to use the rental property after expiry of the tenancy, the tenancy shall not be tacitly extended or re-established.
3. Notwithstanding Section 4 Clause 1, 2 or 3., however, the tenancy shall not commence before the previous tenant has vacated the rental property or before the rental property has been completed, whereby the liability of the landlord for simple negligence is excluded. The tenant's rights of termination are not affected by this.

Section 5 Rent

1. The monthly rent is structured as follows:

1. Basic rent for the rental property according to Section 1 paragraph 1 EUR 1,540.00
2. Advance payment of the operating costs pursuant to Section 6 Clause 2 EUR 100.00

Subtotal EUR 1,640.00

plus statutory value-added tax )" EUR

Total EUR 1,640.00

)\* Value added tax is only charged if the landlord subjects the rental income to value added tax under the statutory) option.

If the landlord does not subject the rental income to VAT until after the conclusion of the contract by exercising the statutory option right, he shall be entitled to increase the rent by the value added tax, provided the tenant is entitled to deduct input tax.

In the case of the value addead tax option, the tenant may only use the rental property for transactions that do not exclude the deduction of input tax. Use for tax-exempt turnover is only permissible to the extent that this is harmless for the landlord according to the turnover tax regulations (currently tax-exempt turnover up to the size of 5% of the total turnover). The tenant shall notify the landlord in writing without delay of any deviations from this obligation.

1. Rent adjustment:
The parties shall conclude the

(a) indexation clause in accordance with paragraph 3a

**or**

(b) graduated rent agreement in accordance with paragraph 4

1. **Indexation clause**

The basic rent pursuant to Section 5 Clause 1a shall be linked to the development of the consumer price index for Germany determined by the Federal Statistical Office.

a) automatic indexation )"

If in the future the consumer price index for Germany officially determined by the Federal Statistical Office (on the basis of 2015 = 100) increases or decreases by at least 5 per cent compared to the index published for the month of the conclusion of the agreement, the rent shall automatically change in the same percentage ratio downwards or upwards at the beginning of the following month after the change referred to above has occurred.

This regulation is applicable repeatedly if the prerequisites are met again. The basis for calculation is the most recently changed rent.

b) During the period of validity of the indexation clause, other rent increases are not permitted. Rent increases due to value improvement measures by the landlord pursuant to paragraph 5 are excluded. Furthermore, the landlord's right to claim changed operating costs remains unaffected.

4. Graduated rent agreement

The rent pursuant to Section 5 number la increases with effect

a) from by EUR to EUR

b) from by EUR to EUR

c) from by EUR to EUR

d) from by EUR to EUR

e) from by EUR to EUR

f) from by EUR to EUR

If the landlord opts for value added tax, the amounts shall increase by the respective statutory rates.

During the term of the graduated rent agreement, rent increases based on the index rent are excluded in accordance with paragraph 3. The only exceptions are rent increases due to value improvement measures by the landlord pursuant to paragraph 5.

Furthermore, the landlord's right to claim changed operating costs remains,

)\* The prerequisite is that the landlord waives the right of ordinary termination for a period of at least ten years or that the tenant has the right to extend the term of the agreement to at least ten years.

The percentage change in rent is calculated according to the formula: (new index ./. old index x 100) - 100

1. Value improvement measures

If the landlord has carried out structural measures which permanently increase the utility value of the rental property, which permanently improve the general conditions of use, which permanently reduce water consumption or which permanently save primary or final energy or use energy more efficiently or otherwise protect the climate (energy modernisation), or which are carried out due to other circumstances for which the landlord is not responsible, the landlord may increase the annual rent by 8 per cent of the costs incurred for the rental property. Such a rent increase shall be considered in addition to a rent increase pursuant to paragraphs 3 or 4.

The rent increase must be declared to the tenant in writing. The increase due to the costs incurred shall be calculated and explained. The tenant shall owe the increased rent from the beginning of the third month after receipt of the declaration.

1. Subletting

In the event of subletting / transfer of use in whole or in part, the tenant shall pay a supplement to the rent insofar as it is not reasonable for the landlord that it should remain at the original rent. The surcharge shall be based on the type and scope of the additional use and on the amount of the remuneration obtained from the tenant. The tenant shall provide the landlord with all necessary information.

**Section 6 Operating costs**

1. In addition to the rent, the tenant shall bear all operating costs on a pro rata basis in accordance with Section 2 of the Operating Costs Ordinance:

1. the public charges (e.g. property tax, recurring road development contributions, etc.)
2. the costs of water supply (including calibration costs of cold and hot water meters)
3. the costs of drainage (surface and waste water)
4. the costs of operating the central heating system and the floor heating system
5. the costs of operating the central hot water supply system and the hot water appliances, including the costs of legionella testing
6. ~~the costs of operating the mechanical passenger lift~~
7. the costs of street cleaning and ~~waste disposal~~
8. the costs of house cleaning and pest control (insofar as the tenant does not carry out the work on his own responsibility)
9. the costs of garden maintenance (insofar as the tenant does not carry out the work on his own responsibility)
10. the cost of lighting
11. the costs of chimney cleaning
l) the costs of property and liability insurance
12. the costs for the caretaker
13. the costs of operating the community antenna system including the private distribution system connected to a broadband network

As other operating costs, the tenant owes, in particular, the costs of commercial and technical property management; the costs of maintaining the fire extinguishers/smoke warning systems and fire warning and extinguishing equipment incl. sprinkler system; the costs of garage door maintenance, the costs of gutter cleaning; the costs of checking the lightning protection system; the maintenance costs of the air conditioning and ventilation systems; the maintenance costs of the alarm systems, intercom and door opening systems; the costs of personnel and technical guarding of the property; the costs of window cleaning and cleaning of the external facade (incl. graffiti removal); the maintenance costs for roller doors, roller blinds and venetian blinds; the electricity and maintenance costs for advertising systems as well as the costs of regular TÜV inspections.

Other miscellaneous operating costs:

The landlord's services in kind and labour that save operating costs or make them more favourable may be assessed at the amount that could be assessed for an equivalent service provided by a third party, in particular a contractor.

If public charges (e.g. taxes, levies, fees) are newly introduced or if new operating costs arise during the term of the lease (e.g. environmental protection, energy-saving measures), these may be apportioned by the landlord and reasonable advance payments may be reassessed, provided this is permissible under Section 2 Nos. 1-16 BetrKV.

If the landlord does not allocate individual contractually agreed types of operating costs to the tenant at the beginning of the tenancy or later, he is nevertheless entitled to allocate these types of operating costs again for the future. Operating costs that are not incurred annually, so-called aperiodic operating costs, can be fully recognised by the landlord in the year in which they are incurred.

2. The tenant shall make monthly advance payments towards

* heating costs and hot water
* all other operating costs EUR 100.00

In total EUR 100.00

3. Distribution standards

1. Costs of heating and hot water supply

aa) The tenant shall bear

% of heating and hot water costs according to the ratio of the recorded shares of total consumption

**and**

 **% of heating and hot water costs according to floor space )\*.**

bb) If no recording devices (e.g. heat meters or heat cost allocators or hot water meters or hot water cost allocators) are available, the costs shall be distributed in proportion to the floor space\*.

The same standard applies to the costs of recorded heat consumption in common areas (e.g. staircase).

1. Water supply / drainage costs

The distribution shall be made on the basis of the existing metering equipment or according to the following apportionment formula:

1. Waste collection costs

The costs shall be specifically allocated to the tenant insofar as he uses his own waste containers. Otherwise, the costs shall be allocated according to the following apportionment formula:

1. Other operating costs

The other operating costs are distributed in proportion to the usable floor space\* of the building / business unit. Or according to the following allocation keys:

The landlord is authorised to change the settlement standards within the legally permissible scope if there is a justified interest in doing so.

If the tenancy ends during the current settlement period, an interim reading of the recording devices shall take place (costs of heating and hot water supply as well as water supply). The costs incurred shall be borne by the tenant. The other operating costs are settled in proportion to the rental term to the settlement period.

1. Partial ownership within the meaning of the German Condominium Act (Wohnungseigentumsgesetz)

In the event of partial ownership, the allocation formula used by the community of owners, which is evident from the last statement of account or the business plan, shall be deemed agreed. The relevant documents were presented to the tenant for information prior to the conclusion of the agreement. The landlord is therefore entitled to allocate the operating costs in accordance with the resolutions and regulations of the community of owners.

The property tax due on the rental proiperty is not covered by this and is allocated in full.

)\* The area specification is used exclusively for the allocation of the pro rata operating costs and does not represent an agreement on the actual rental area.

1. The advance payments are settled annually. The landlord shall be entitled to change the settlement period if this is expedient.
2. If new operating costs arise after the conclusion of the agreement, the landlord may allocate them to the tenant in accordance with the allocation of the other costs. The landlord is authorised to set a reasonable advance payment, with effect from the beginning of the month following the letter of increase. The same applies to retroactive increases in operating costs.
3. In the event of an operating cost flat rate, the landlord shall be entitled to claim increases in the operating costs up to the current amount. The adjustment must be made in writing and shall take effect from the beginning of the month following receipt of the declaration. If the operating costs decrease, the landlord is obligated to reduce the flat rate.

Section 7 **Security deposit**

1. The tenant shall pay a rental security in the amount of EUR 3,080.00

in words three thousand and eighty euros.

This shall be done by

a) payment of a cash deposit to the landlord

or

b) directly enforceable, irrevocable, unlimited and unconditional guarantee of a German credit institution (bank or public savings bank)

The guarantee is granted by

Name: Address:

In the event of permissible rent increases, the security deposit shall be increased accordingly.

1. The tenant must provide the cash deposit or written guarantee obligation to the landlord before the landlord hands over the rental property to him. The landlord is entitled to withdraw from the agreement as soon as the tenant defaults on this obligation.
2. In the event of paragraph 1 a, the landlord shall deposit the cash deposit separately from his assets in a bank or public savings bank in a bankruptcy-proof manner. He shall have sole and irrevocable power of disposal.

Interest shall be paid

 at the interest rate customary for savings deposits with a three-month notice period

or

 at the following conditions:
The tenant is entitled to the interest; it increases the deposit.

1. The security deposit shall be settled after termination of the agreement and return of the rental property and paid to the tenant as soon as it is clear that the landlord is not entitled to any justified counterclaims. If there is a majority of tenants (joint and several creditors), the landlord may repay the security deposit to any of the tenants at his discretion with discharging effect. During the tenancy, the tenant is not entitled to offset due rent and operating costs against the deposit.
2. If the rental property is sold, the landlord shall account to the tenant for the security deposit within a reasonable period of time and return any surplus, including interest, to the tenant. Upon registration of the buyer as owner in the land register, but at the earliest after settlement and - if a surplus is determined - repayment of the deposit balance, a claim of the buyer against the tenant for payment of security in the amount of the deposit regulated in paragraph 1 shall arise. Upon instruction of the tenant, the landlord is obligated to pay a determined surplus to the buyer for the - if applicable partial - fulfilment of the buyer's claim.

Section 8 Payment of rent and operating costs

1. The total monthly rent - rent plus advance payment of operating costs and, if applicable, value added tax -

in the amount of currently EUR 1,640.00

is due monthly in advance, at the latest on the third working day of the month and payable free of charge

to the account with IBAN no.: DE56 5776 1591 8009 0463 00

with VB RheinAhrEifel

BIC: GENODED1BNA
Account holder: Rüdiger Dommermuth

The date of receipt by the landlord shall be decisive for the timeliness of payment.

1. At the landlord's request, the tenant undertakes to pay the applicable total rent as follows:

a) √ Standing order to the above account of the landlord

b) Direct debit authorisation (SEPA direct debit)

for the account no. / IBAN:

with

BIC:

Account holder:

(If nothing has been ticked, the issuing of a standing order is deemed to have been agreed).

The tenant undertakes to arrange for all declarations required for the issuance of the SEPA mandate without delay.

In the event of good cause, the tenant shall be entitled to revoke the direct debit authorisation / the SEPA direct debit authorisation.

Section 9 Reduction, set-off, right of retention

1. The tenant may neither set off nor exercise a right of retention against the rent claim nor reduce the rent. Excluded from this are claims of the tenant for damages for non-performance or reimbursement of expenses as a result of an initial or subsequent defect in the rental property for which the landlord is responsible due to intent or gross negligence, and other claims insofar as they are undisputed, legally established or ready for a decision.
2. The tenant may only set off claims for rent against counterclaims or exercise a right of retention if it has notified the landlord of its intention in writing at least one month before the rent is due and has given the landlord sufficient opportunity to remedy any defects.
3. Any rights of the tenant under Section 812 BGB (unjust enrichment) to reclaim the rent shall remain unaffected.

**Section 10 Use of the rental property, subletting**

1. **The tenant undertakes to treat the rental property and the jointly used parts of the property and building, facilities and equipment as gently and carefully as possible. It is obligated to show general consideration towards the landlord as well as the co-tenants of the house/property and neighbours.**
2. Before the tenant sets up machines, apparatus or other installations, he must enquire with the landlord and the responsible authorities about the permissible load. Furthermore, it must obtain the prior written consent of the landlord for the installation and operation. If the permissible load limit is culpably exceeded and personal injury or damage to property occurs as a result, the hirer is obligated to compensate for the damage.

The tenant shall remove the machines, apparatus or other installations at the landlord's request if their operation leads to impairments, e.g. due to cracks forming on the rented property or on the building.

1. The tenant is only authorised to change the purpose of use and to practise a different type of operation with the prior written consent of the landlord. The landlord is entitled to refuse consent insofar as this is contrary to its interests worthy of protection. The tenant shall procure all permits and authorisations required for the change of use at its own expense. The same applies accordingly in the event that the company owner or the legal form of the company are to be changed. If the landlord does not agree, the tenant shall not be entitled to terminate the tenancy unless the landlord's refusal would be grossly unreasonable.
2. The tenant is only permitted to sublet or otherwise transfer the use of the rental property in whole or in part with the prior written consent of the landlord. If the landlord refuses to give his consent, the tenant shall not be entitled to terminate the tenancy unless the landlord's refusal would be grossly unreasonable. The consent to sublet or transfer for use applies only to the individual case. The landlord is entitled to revoke it in the event of good cause.

The tenant is obligated to assign his claims against the subtenant to the landlord as soon as the latter demands this. The tenant is liable for the conduct of the subtenant or the third party to whom it has surrendered the use of the rental property, insofar as it is responsible for this.

In the event of unauthorised subletting or transfer of use, the landlord may demand that the tenant terminate the subletting or transfer of use within one month at the latest. Otherwise, the landlord may terminate the tenancy without notice.

1. Shop windows shall always be designed in a manner customary in the locality.

**Section 11 Cosmetic and minor repairs, maintenance costs**

1 The cosmetic repairs include wallpapering, painting the walls and ceilings, painting the floors including skirting boards, the radiators and heating pipes, the interior doors as well as the windows and exterior doors from the inside as well as the basic cleaning of the carpet. Natural stained woodwork and plastic frames must not be painted over with finishing paint.

1. If the rental property has been handed over in a renovated condition: the tenant shall assume the ongoing - regularly recurring - cosmetic repairs at its own expense if and insofar as they are based on use in accordance with the agreement or natural ageing. It shall carry them out professionally during the rental term. The special features of commercial leases and the intensity of wear and tear in the individual case as well as the purpose of the lease of the rental property pursuant to Section 1 Clause 3. shall be taken into account for the determination of the cycle.
2. Insofar as the rental property has been handed over in an unrenovated state, the landlord shall not be obliged to carry out cosmetic repairs or to have them carried out at his expense. Extraordinary repair measures (e.g. due to water damage) remain unaffected by this, insofar as the tenant is not responsible for these.

Even if the rental property is in need of renovation, the tenant shall accept it as being in accordance with the agreement in its existing condition. Repair or maintenance work by the landlord due to deterioration of the rental property compared to its condition at the start of the rental term or in the event of newly occurring defects shall remain unaffected.

1. When the rental property is returned at the end of the tenancy, the walls and ceilings must be painted or wallpapered in neutral, opaque, light colours, provided this was the case at the time of handover at the beginning of the agreement. The work must be carried out professionally.

5. Furthermore, the parties agree:

All walls will be painted white before moving in. At the end of the rental term, these will also be returned painted white.

1. The tenant shall contribute to the costs of minor maintenance and repair measures (minor repairs) incurred for those items which are subject to its direct access, irrespective of fault. These are, in particular, the installation items for electricity, water and gas, the cooking facilities as well as the heating and hot water supply systems, the intercom and bell systems, the window and door locks, roller shutters as well as the locking devices of window shutters.

The tenant shall notify the landlord of the necessary repair measures without delay.

The tenant shall pay an amount of up to EUR 150.00 per repair.

If the repair costs are higher, this shall not affect his proportional obligation in this amount.

This amount changes in the same proportion as the consumer price index for Germany, base 2015 = 100, changes compared to the start of the tenancy. However, the prerequisite is that the basic rent has changed at all in accordance with Section 5 paragraph 1a.

Per year, the total costs for minor repairs are limited to 6% of the annual basic rent.

1. The tenant shall also bear the costs for the annual maintenance of the electrical and gas appliances belonging to the rental property, in particular the appliances for the preparation of hot water, insofar as the maintenance is prescribed and recommended.

**Section 12 Wall surfaces,**

**advertising installations, vending machines**

1. If the tenant wishes to use wall surfaces on or in the building for advertising purposes or to install or erect advertising equipment or vending machines, it must obtain the landlord's written permission in advance. The landlord is authorised to grant the permit for a limited period and subject to conditions and to revoke it for good cause. Apart from that, the landlord may demand that the tenant restore the old condition. The tenant is liable for all damage culpably caused by it. This also applies to changes, renewals or the replacement of corresponding installations that are present at the time of the tenancy.
2. The tenant shall be responsible for ensuring that advertising installations, company signs, awnings and other objects to be attached to the exterior are fastened securely and at the appropriate height so that no personal injury or material damage can occur. Local building and trade regulations must be observed. The tenant is responsible and liable to pay compensation for culpably caused damage.
3. Wall surfaces, advertising installations and vending machines must be tastefully designed in accordance with the surroundings and adapted to the style of the property.
4. The tenant shall obtain any permits at its own expense.

**Section 13 Structural changes or installations by the tenant**

1. The tenant may only make structural changes to the rental property, in particular alterations, installations and the like, with the prior written consent of the landlord. The latter may make the consent conditional on the tenant's undertaking to restore the former condition in whole or in part at the end of the agreement.
2. Insofar as official permits are required for the conversion measures, the tenant shall obtain them at its own expense. If the tenant fails to obtain official permits or if they are not granted to it or if he culpably acts contrary to them, the tenant shall be liable to compensate the landlord for all resulting disadvantages, e.g. fines. The necessary building authority approvals shall be obtained by the landlord; the costs incurred shall be borne by the tenant.
3. Upon termination of the tenancy, the tenant shall first offer facilities with which it has provided the rental property to the landlord for takeover free of charge. If the landlord is not prepared to take over the furnishings, the tenant shall be obligated to remove the furnishings and restore them to their original condition at its own expense.

**Section 14 Structural and technical measures by the landlord**

1. The landlord may make structural changes that are necessary to maintain the house or the rental premises or to avert imminent danger or to remedy damage, even without the tenant's consent.
2. This also applies to measures to improve the value pursuant to Section 5 paragraph 5, such as energy saving, as well as such extensions and alterations and measures for which the landlord is not responsible (e.g. compulsory connection and use, environmental protection measures). He must take into account the tenant's interests worthy of protection.
3. The tenant shall keep the premises in question accessible and shall not culpably obstruct or delay the execution of the work; otherwise it shall bear the costs incurred thereby.
4. The landlord is entitled to a rent increase in accordance with Section 5(5).

**Section 15 Duties of care, waste disposal**

1. The tenant shall, in particular, ensure that the rental premises are properly cleaned and adequately heated and ventilated. If the rental property is equipped with insulated windows, the tenant is particularly obligated to provide heating and ventilation in order to avoid condensation and similar damage.
2. Accessories such as locks, valves and fittings must be kept in good condition. The tenant shall protect the water and drainage pipes present in the rental premises from freezing insofar as they are subject to its direct influence. Electricity and fuel must be handled with care. The tenant shall keep the rental property free from vermin, insofar as he or persons belonging to his tenancy or subtenants have culpably caused the infestation.
3. The tenant must inform the landlord immediately of any defects in the rental property. Likewise, if there is a threat of danger to the rental property or the property.
4. The general waste disposal as well as the disposal of special waste shall be carried out by the tenant itself and at its own expense in compliance with the provisions of public law. Household waste must be shredded and emptied into the bins provided.
5. If the tenant's business operations result in a large amount of packaging material or other material that particularly fills the waste containers, the tenant shall be obligated to bear the costs for additional waste containers requested by the landlord.

**Section 16 Vehicles**

1. Motor vehicles of any kind may only be parked on the property with the consent of the landlord. The landlord also determines the storage location. The tenant is generally not permitted to carry out repair work. Third-party vehicles may only be on the property for the time necessary to load and unload their cargo.
2. Furthermore, motor vehicles may only be parked in accordance with paragraph 1 if the fire regulations are complied with. The landlord's consent must be obtained beforehand; he may refuse it for good cause.
3. The landlord is entitled to have illegally parked vehicles removed at the expense of the tenant after issuing a warning without result.

**Section 17 Keeping of animals**

1. The tenant may keep smaller animals (e.g. ornamental birds and ornamental fish) in the rental premises without the landlord's written consent, provided that the number of animals is kept within the usual limits and provided that, due to the type of animals and their accommodation, nuisances to fellow tenants and neighbours as well as impairments of the rental property and/or the property are not to be expected.
2. Any keeping of animals beyond this (e.g. dog, cat) within the rental property requires the prior consent of the landlord. Consent is only granted for the individual case and may be revoked for good cause. Revocation of consent may be considered if the tenant fails to comply with conditions, causes a nuisance to fellow tenants or neighbours, or if the rental property or the property is impaired.

3. The relevant animal protection laws must be observed. Dogs that are considered "fighting dogs" according to the Dog Ordinance may not be kept. Any consent given shall only be valid until the death or abolition of the animal. If the tenant acquires a new animal, this again requires the landlord's consent.

**Section 18 House and pavement cleaning - winter service**

1. Unless carried out by the landlord or his agents, the tenant shall take turns with the other tenants of the property in cleaning the communally used rooms, stairs, courtyards and corridor windows as well as the access routes to the building. The cleaning of access routes also includes winter service as defined in Clause 3 below. The tenant shall clean the part of the hallway and stairs leading to the rental property at least twice a week and also keep it clean on the other days. If it is unable to do so, it must ensure that the cleaning is carried out otherwise. It shall provide the equipment and cleaning agents required for cleaning at its own expense.
2. In the event of improper cleaning, the landlord shall have the necessary work carried out otherwise at the tenant's expense. However, only after a reminder has been unsuccessful. Insofar as the tenant performs the cleaning work, its pro rata share of the costs of house cleaning shall not apply.
3. Unless carried out by the landlord or his agents, the tenant shall take turns with the other tenants in cleaning the pavement and other traffic routes of the property. In case of slippery conditions, grit with gritting agents - repeatedly if necessary. De-icing salt and agents containing de-icing salt must not be used. Snow must be cleared immediately after the snowfall has ended. In case of black ice, grit immediately. If gritting does not help, remove the ice. If the tenant is personally prevented (e.g. holiday, illness, etc.), it must ensure that the work is carried out otherwise at its own expense.

**Section 19 Liability of the landlord / tenant / insurances**

I. Landlord

The landlord shall only be liable for damage to property and financial losses of the tenant in the event of intent or gross negligence, insofar as the defect is caused by the rental property and a risk untypical of the agreement materialises. In the same way, he shall be liable for the conduct of his legal representative or vicarious agent.

Exclusion of liability shall not be considered:

1. If the landlord has specifically warranted a certain property of the rental property or has fraudulently concealed a defect.
2. If the life, body or health of the tenant is injured and this is due to a negligent breach of duty by the landlord or the intentional or negligent breach of duty by his legal representative or vicarious agent.
3. If the damage is based on a breach of a primary obligation, i.e.: on a breach of contractual obligations which make the proper performance of the agreement possible in the first place and on the fulfilment of which the tenant therefore relies.
4. If damage occurs for which the landlord has insurance, e.g. home owner's and lznd owner's liability insurance or residential building insurance.

II. Tenant

1 The tenant shall be liable to the landlord for damage to the rental property and to the building / business unit together with facilities and installations caused by it, its subtenant, workers, employees, visitors, customers, suppliers and craftsmen commissioned by it, insofar as it is responsible for this.

If the tenant pays damages to the landlord, the landlord shall be obligated to assign to the tenant any claims he may have against the party causing the damage. The landlord shall prove the objective breach of duty. The tenant shall bear the burden of proof that no culpable conduct has occurred insofar as rooms, facilities and equipment are subject to its care. It is not liable for coincidence and force majeure.

2. Damaged glass panes, shop windows and mirrors must be replaced by the tenant at his own expense, insofar as it has culpably caused the damage.

The tenant is obligated to take out glass insurance for all window, shop window and door panes of the rental property in a sufficient amount and to prove this to the landlord upon request. It is exempt from this obligation insofar as the landlord has taken out appropriate glass insurance itself and the operating costs are the responsibility of the tenant.

3. The tenant shall further insure itself for damage that may arise from the operation of its trade, oil furnaces or oil tanks as well as other equipment that may pose a risk. If it fails to do so, it shall be liable for such damage even in the absence of fault in the individual case.

Furthermore, the tenant is obligated to take out the following insurances to a sufficient extent at its own expense after conclusion of the tenancy agreement:

 √ Public liability insurance including damage to rental property on the building

Business interruption insurance

The tenant shall provide proof of the taking out of these insurances at the landlord's request by handing over copies of the insurance policies and shall maintain them for the duration of the rental term. The tenant shall not be obligated to take out insurance if the landlord takes out insurance himself and passes it on to the tenant as operating costs.

**Section 20 Competition protection**

The landlord grants the tenant

√ no competition protection

competition protection for the operation of the following trade as far as the assortment is concerned:

The competition protection does not apply in the case of existing tenancies. It only covers tenancies for commercial space that are newly established or whose range is changed after the conclusion of this Agreement and the landlord can influence this.

**Section 21 Entry into the rented premises by the landlord**

1. The landlord or persons authorised by him may enter the rental premises for the purpose of inspecting their condition, reading the meters or for other reasonable reasons at reasonable intervals and after due notice. Consideration shall be given to any personal incapacity of the tenant.
2. If the landlord intends to sell the property and / or the rental premises or if the tenancy agreement has been terminated, the landlord or persons authorised by him shall be entitled to inspect the rental property together with prospective purchasers or tenants after giving due notice. The landlord shall exercise his right as gently as possible.
3. In the event of a longer absence (e.g. company holidays), the tenant shall ensure that the rights of the landlord in the above meaning can be exercised. The tenant shall deposit the keys if necessary.

**Section 22 Extraordinary right of termination of the landlord**

1. The landlord may terminate the tenancy without notice if the tenant is in arrears for two consecutive dates or with more than one month's rent. The same applies if it is in arrears with an amount that reaches the rent for two months in a period that extends over more than two months.
2. The rent arrears also include the monthly operating cost advance payments and lump sums, the delinquent security deposit and subletting supplements.

Further damage caused by the fact that the rental premises remain empty during the contractual term of the tenancy shall also be borne by the tenant.

1. If the tenant continues to use the rental property after expiry of the tenancy, the tenancy shall not be tacitly extended or re-established.

**Section 23 Written form**

There are no verbal ancillary agreements. Insofar as subsequent amendments and addenda to the tenancy agreement are at issue, the parties shall make the following provision\*:

**Section 24 House rules**

The house rules in Annex 2 form an integral part of this Agreement. The tenant undertakes that it and all those included in the tenancy agreement (e.g. subtenants, workers, employees, visitors, customers, suppliers as well as tradesmen commissioned by it) will comply with the provisions.

**Section 25 Supplementary agreements**

Access to the premises may only take place in the company of a Mobileye employee. Photos may only be taken in consultation with Mobileye. The landlord may only enter the rooms alone if there is imminent danger.

**Section 26 Data protection**

1. The personal data collected in this Tenancy Agreement are required by the landlord to ensure that he can fulfil his obligations arising from the tenancy agreement and its processing in accordance with Art. 6 (1) sentence 1 lit. b and f GDPR. For further details, please refer to the data protection information in Annex 3.
2. The tenancy agreement or the text of the agreement and the data contained therein shall also be processed and stored electronically by the landlord, if necessary. The tenancy agreement may also be stored and archived on an internet platform operated or licensed by the publisher of the teanncy agreement form. With the exception of IT service providers whose services are absolutely necessary for smooth operation, access by third parties is excluded. The data are not evaluated, passed on, aggregated or processed in any other way.
3. The tenant agrees that data on the amount of rent as well as on the type, size, equipment, condition and location of the rental property may be stored and passed on to third parties in order to compile rent overviews and comparative rent collections. The landlord assures that the data shall be treated confidentially and used exclusively for these purposes. At the tenant's request, the landlord is obligated to provide it with information about the persons and bodies to whom the data are transmitted.
4. The tenant expressly consents to the landlord querying the energy consumption data of the rental property directly from the energy supplier, e.g. for the purpose of preparing a legally required energy certificate. This applies, in particular, in the event that the tenant obtains the energy supply directly from the supplier.
5. If the tenant refuses or revokes its consent, this shall not affect the existence of the tenancy agreement.

\* e.g. that amendments and addenda require the written form or that the parties waive in whole or in part

**Section 27 Termination of the tenancy**

1. The tenant shall return the rental property to the landlord completely cleared and cleaned at the end of the tenancy. It shall hand over all keys to him; those keys which the tenant has additionally had made at his expense shall be handed over to the landlord free of charge or it shall furnish proof of their destruction.

Both sides may request that a joint acceptance protocol be drawn up.

1. The tenant must provide his new address when handing over the rental property. In addition, it is obligated to show the landlord his deregistration certificate; in the case of permitted subletting, it must also show the subtenant's deregistration certificate to the landlord.
2. If, at the end of the tenancy, the tenant does not offer the facilities with which it has provided the rental property to the landlord for takeover free of charge or if the landlord is not prepared to take them over (Section 13 Clause 3), the tenant is obligated to remove the facilities and to restore them to their original condition at its own expense.

However, the landlord retains the right to avert the exercise of the right of removal at any time by paying reasonable compensation. If no agreement can be reached on the amount of compensation, then an expert to be appointed by the competent chamber of industry and commerce shall make a binding decision. The parties shall bear the costs in equal shares.

1. If the rental property is returned late, the tenant shall pay the agreed rent or instead the rent customary in the locality for comparable rooms as compensation for the duration of the withholding. The assertion of a further claim for damages is not excluded if the return does not take place due to circumstances for which the tenant is responsible.

**Section 28 Effectiveness of the contractual provisions**

Any invalidity of one or more provisions of this Agreement shall not affect the validity of the remaining provisions.

This Agreement has been executed in duplicate and in identical form, read by the parties themselves, approved and signed by their own hand. Each party shall receive one copy (spouses only one copy).

(Place)

(Date)

Signature(s) of the landlord(s):

Signature(s) of the tenant(s):

**Annex 1**

Statutory period of notice according to Section 580a paragraph 2 BGB:

In the event of a tenancy of business premises, ordinary termination is permitted no later than on the third working day

of a calendar quarter as of the end of the next calendar quarter.

Note: Since the termination date is the end of the next calendar quarter, the notice period is six months minus the waiting days. The period of notice is the same for landlord and tenant and applies regardless of the term of the tenancy. This results in the following termination days and dates:

Termination date

Notice must be given to the recipient

to be received at the latest on:

3rd working day of January

3rd working day of April

3rd working day of July

3rd working day of October

Termination date

The tenancy ends with the expiry of :

30 June

1. September
2. December

31 March of the following year

**Annex 2**

**House rules**

The house rules are an essential part of the tenancy agreement.
It must be scrupulously observed by all users of the house.

1. General rules of conduct

Smoking is not permitted in the stairwell, lift and other communal parts of the building.

The windows must be kept closed during storms, rain or snowfall. Roller shutters and blinds must not be put out during rain and storms. In freezing weather, keep windows closed except for necessary ventilation.

The heating system must always be kept in operation so that no frost damage can occur.

Contamination must be removed immediately by the person responsible.

The tenant shall avoid any odours caused by the operation of his trade.

1. Safety precautions

Hazardous substances must not be stored in the house, flammable substances must not be stored in the cellar or attic.

Heating oil may only be stored with the permission of the landlord and in compliance with all official requirements.

1. Consideration / noise avoidance

Consideration for the coexistence of the users of the house requires that any disturbing noise and such activities that interfere with domestic tranquillity be avoided.

Tenants must show consideration for each other, and also encourage other persons involved in the tenancy to do the same.

Mechanical equipment in the rented property must be set up vibration-free.

1. Use of communal rooms or areas

Commmunal rooms or areas may be used by all tenants.

The distribution of space and time among the users should be as self-regulating as possible in order to meet the different needs and interests.

As a matter of principle, each user must take care of and clean his or her part.

In the event of conflicting interests, the landlord shall be entitled to establish rules of use and to issue a cleaning schedule at its reasonable discretion.

1. Garages / parking spaces

The garage doors must always be kept closed. The tenant shall keep the access to the garage clean and free of ice or snow and shall also grit it in winter if necessary.

The use of fire and smoking are prohibited in the garage. Flammable objects, e.g. fuels, paints and varnishes, must not be stored there.

The garage may also not be used as a storage or storeroom.

Any avoidable noise, especially running the engine noisily in the garage, is prohibited. No vehicle may be parked on the access road to the garage.

1. Landlord's right of amendment

The landlord may change or amend the house rules for the purpose of proper administration.

Annex 3

**General data protection information for tenants and joint users (commercial tenancy)
according to articles 13 and 14 EU General Data Protection Regulation (GDPR)**

The personal data collected in the course of the tenancy is required by the Landlord to ensure that the Landlord's obligations under this Agreement and its performance towards the Tenant(s) can be fulfilled and that the Landlord can verify the performance of the Tenant(s)' obligations (performance of the Agreement). The data may also be processed and stored electronically by the landlord.

1. Person responsible for data processing

The landlord or the persons authorised by him are responsible for data processing. In this respect, reference is made to the tenancy agreement.

1. Type of data collected, purposes and legal basis of data processing

The landlord or his authorised representatives process data in order to establish and implement the tenancy, in particular

* Surname, first name, date of birth, telephone numbers, postal address on conclusion of the rental contract;

Special tenant requirements for the rental space (e.g. size, shop window area, walking location, parking space);

Data on payments and, if applicable, outstanding debts;

Where necessary, information about the condition and equipment of the rental space, e.g. on handover and return or if tenants report damage or defects;

Account details;

* For the purpose of billing the operating costs, the consumption data for heating / hot water are collected by the commissioned metering service company. These (as well as any subsequent ones) will be forwarded to the commissioned billing company / the Haus & Grund association;

Where necessary, information on tenant behaviour when using the rented space, e.g. on breaches of contract and behaviour that may lead to damage:

As far as necessary, other information provided by the tenants to the landlord or his service providers (e.g. property management, craftsmen, service staff) or perceived by them.

Surveillance cameras may be installed in the entrance area and/or in front of the rental property. Further information can be found on the respective notice board on site.

It may also happen that the landlord receives information from third parties about tenants or their employees, e.g. in connection with complaints. In this case, the landlord may request a statement from the tenant and/or collect further information, depending on the facts of the case and the assessment of the notice.

The legal basis for this is Article. 6 (1) b) GDPR (performance of a contract with the data subject). The landlord collects and processes further data insofar as there is a legitimate interest in doing so and the tenant has no overriding interest in the landlord not collecting this information.

With the express consent of the tenant, the landlord collects data on energy consumption or indoor temperature for the purpose of processing objections against operating cost statements and optimising the utilisation situation.

1. Automated decision-making

Automated decision-making (including profiling) within the meaning of Article 22 GDPR is not used.

1. Categories of recipients of the data
Recipients of personal data of the tenant are:
* Employees of the landlord or his authorised representatives;
* Employees of companies who process data on behalf of the landlord in accordance with instructions;
* Third parties, insofar as necessary for the performance of the tenancy, e.g. craftsmen, service providers or experts or the respective building insurer and liability insurer of the property;
* Public bodies, e.g. registration authorities;
* Credit agencies, for the purpose of credit information;
* After termination of the tenancy agreement, prospective tenants receive the tenant's telephone number for the purpose of arranging a viewing appointment; the tenant is informed of this in the termination confirmation and can object to the disclosure;
* Energy supply company (e.g. meter readings after moving out);
* Collection agencies, credit agencies, lawyers, courts, bailiffs, if outstanding debts are not paid despite several reminders.
* For the purpose of fulfilling legal claims, other tenants shall be granted access to all original receipts and consumption records on which the respective annual statements of account are based at their request,
1. Transfer to third countries

Data shall not be transferred to third countries.
6. Duration of storage

The tenant's personal data are regularly stored until the expiry of the statutory three-year period of limitation (Section 195 BGB) and deleted upon expiry of this period. If the landlord is obligated to store the data for a longer period of time pursuant to Article 6 (1) sentence 1 lit. c GDPR due to tax and commercial law retention and documentation obligations or if the tenant has consented to storage beyond this period pursuant to Article 6(1) p. 1 lit. a GDPR, these periods are authoritative..

1. Data subjects' rights

The Tenant has the right to revoke any consent given in accordance with Article 7 (3) GDPR, to request information about the data processed by the Landlord in accordance with Article 15 GDPR, to request the correction of stored data records in accordance with Article 16 GDPR and to request the deletion of personal data in accordance with Article 17 GDPR. In addition, he or she has the right to restriction of processing in accordance with Article 18 GDPR, a notification in connection with the rectification or erasure of personal data or the restriction of processing in accordance with Article 18 GDPR and the right to data portability in accordance with Article 20 GDPR. He or she may also complain to a supervisory authority pursuant to Article 77 GDPR.

1. Right of objection

If the personal data of the tenant is processed on the basis of legitimate interests pursuant to Article. 6 (1) sentence 1 lit. f GDPR, the tenant has the right to object to the processing of the personal data pursuant to Article 21 GDPR, provided that there are grounds for doing so that arise from the tenant's particular situation.

The tenant(s) has/have acknowledged the information contained in this Annex and the associated Privacy Policy. These are part of the tenancy agreement.

Place/Date Signature(s) of the landlord(s) Signature(s) of the tenant(s):