SCHEDULE 1
GENERAL TERMS AND CONDITIONS OF AGREEMENT

1. DEFINITIONS

1.1. "**Desk/Desks**" – Hot Desk and/or Dedicated Desk.

1.2. **"Dedicated Desk"** – a desk intended for a User on an exclusive basis, 24 hours a day, 7 days a week.

1.3. **"Hot Desk"** – a desk intended to be used by a User on a non-exclusive basis, depending on availability, 24 hours a day, 7 days a week.

1.4. **"Business Package" -** services consisting of the ability to use the Hot-Desk on a non-exclusive basis, if available, or the ability to use the conference room for a total of 2 hours per month, upon prior reservation; unused hours do not carry over to the next month.

1.5. "**Building**" – the office building, the location of which is indicated in the Detailed Part of the Agreement.

1.6. **"Price List"** - price list containing services provided by GW Flex, which the Client may additionally order and use, constituting Schedule No. 4 to the Agreement.

1.7. "**Detailed Part of the Agreement**" – provisions of the Agreement covering the detailed business terms.

1.8. "**Commencement Date**" – the date on which the Client will start using the Object of the Agreement, specified in the Detailed Part of the Agreement.

1.9. "**Expiry Date**" - the date on which the Agreement expires or is terminated, as the case may be.

1.10. "**Visitors**" – any persons other than Users, whom the Client allowed to stay in the Office or on the Common Areas.

1.11. "**Deposit**" - security for the Client's obligations arising from the Agreement, and security for any damage caused by the Client or Visitors and any other persons for whose actions and omissions the Client is responsible. The amount of the deposit constitutes double the current Fee and its amount as of the date of the Agreement was concluded is indicated in the Detailed Part of the Agreement.

1.12. **"Fee"** – monthly fee payable by the Client to GW Flex in exchange for the use of Hot Desk, Dedicated Desks or Business Packages or Parking Spaces specified in the Detailed Part of the Agreement, subject to indexation.

1.13. **"Entry Fee"** – a one-off fee in the amount indicated in the Detailed Part of the Agreement.

1.14. **"Initial Fee"** – gross fee which must be paid by the Client as a condition of starting providing Services, indicated in the Detailed Part of the Agreement.

1.15. "**GTCA**" – general terms and conditions of the Agreement constituting Schedule no. 1 to the Agreement.

1.16. "**Office Space**" – the office space in the Building, consisting of the Desks, desks and offices used by other clients, as well as common areas, in particular kitchen, toilets, corridor, conference rooms and reception.

1.17. "**Common Areas**" – all parts of the Office Space, intended for non-exclusive use of clients and other users of the Office Space, including in particular the kitchen, restrooms, corridor, conference rooms and reception.

1.18. **"Object of the Agreement"** - collectively, Hot Desk, Dedicated Desk, Business Package, Parking Spaces and any additional services indicated in the Detailed Part of the Agreement (depending on the context of the particular provision of the Agreement).

1.19. "**Building Regulations**" - rules and regulations concerning the use of the Building, constituting Schedule 3 to the Agreement.

1.20. **"Desks and Office Space Regulations"** – rules and regulations concerning the use of the Desks, Office Space and Parking Spaces, constituting Schedule 2 to the Agreement.

1.21. **"GDPR"** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

1.22. "**Parties**" – jointly GW Flex and the Client.

1.23. "**Agreement**" – this agreement with schedules constituting an integral part hereof.

1.24. "**Services**" – services which will be provided by GW Flex or at its request, as specified in detail in the Agreement and the Desks and Office Space Regulations.

1.25. "**Users**" – persons authorized to use the Office, whose number is indicated in the Detailed Part of the Agreement.

1.26. **"Term of the Agreement"** – the period of use of the Object of the Agreement by the Client, indicated in the Detailed Part of the Agreement, starting on the Commencement Date, and ending on the Expiry Date or at the expiration of the Agreement concluded for an indefinite period.

1.27. **"Parking Spaces"** – dedicated parking spaces intended for the exclusive use of the Client or access to non-dedicated parking spaces intended for non-exclusive use by the Client, located in the Car Park, the number of which is indicated in the Detailed Part of the Agreement.

2. OBJECT OF THE AGREEMENT

2.1. GW Flex undertakes to provide office services ("**Services**") to the Client, as part of which the Client will have access to:

2.1.1. Hot Desk (on a non-exclusive basis and depending on availability), 24 hours a day 7, days a week,

2.1.2. Dedicated Desk (on an exclusive basis), 24 hours a day 7, days a week,

2.1.3. Business Package - i.e. access to a Hot Desk or conference room for 2 hours per month (total) whereby, if they are not used, the hours do not carry over to the next month; the rules for reserving Hot Desk and a conference room are set forth in the Desks and Office Space Regulations,

- whereas the Client may choose a Hot Desk, Dedicated Desk or Business Package together or separately.

2.2. Services provided by GW Flex to the Client include:

2.2.1. Services indicated in point 2.1.1. – 2.1.3 of the Agreement,

2.2.2. support of GW Flex personnel and reception during the hours and days indicated in the Desks and Office Space Regulations;

2.2.3. mail and parcel collection services through the reception desk. The service of sending correspondence will be possible for an additional fee based on the Price List for additional services. In the case of sending correspondence, the Client is obliged to prepare the parcel himself and pay the courier;

2.2.4. access to fully equipped kitchen and the possibility of free use of groceries therein (unlimited access to coffee, water, tea), whereby for Business Package Users this service is limited only to the hours of use of the Hot Desk or conference room, i.e. in accordance with Section 1.4 of the Agreement;

2.2.5. access to the Internet 600/600, whereby for Business Package Users this service is limited only to the hours of use of the Hot Desk or conference room, i.e. in accordance with Section 1.4 of the Agreement;

2.2.6. access to a printer - with a limit of 60 printouts per month (printing service in excess of the indicated limits will be possible for an additional fee indicated in the Price List for additional services), as well as the ability to connect at your own expense devices for normal office work, such as desktop or laptop computers; access to printer is not available for Business Package Users;

2.2.7. access to conference rooms and the possibility of getting support from GW Flex personnel in organizing meetings (coffee breaks, catering services) – in accordance with the price list available at the reception; the access to conference rooms for Business Package Users is limited, in accordance with Section 1.4 of the Agreement - the possibility of additional use of conference rooms possible only as an additional service, in accordance with the Price List for additional services,

2.2.8. cleaning services covering the Office Space;

2.2.9. the possibility of entering in the relevant business register the address of the Office as the address of the Client's registered office or the address of the Client's place of business;

2.3. Detailed rules for the use of the Services provided by GW Flex are contained in the Desks and Office Space Regulations, attached as constituting Schedule No. 2 to the Agreement. In case of any discrepancy between Schedule No. 2 and Schedule No. 3, Schedule No. 3 shall prevail.

2.4. GW Flex undertakes to provide the Client, for non-exclusive or exclusive use (depending on the Detailed Part of the Agreement), such number of access authorizations to the Parking Spaces as indicated in the Detailed Part of the Agreement, and the Client undertakes to accept and use the Parking Spaces and pay the Fee, on the terms specified in the Agreement.

3. COMMENCEMENT OF SERVICES

3.1. GW Flex shall begin providing Services on the Commencement Date provided that the Client pays the Deposit and the Initial Fee gross to the bank account of GW Flex and provides GW Flex, at its request, with confirmation of payment of the said fees. The commencement of the Dedicated Desk or Parking Spaces Services shall be effected by the handover of the Desk or Parking Spaces.

The handover of the Dedicated Desk or Parking Spaces will be established by a handover protocol. The handover protocol can be signed in documentary form.

3.2. GW Flex shall be entitled to unilaterally sign the handover protocol concerning the Dedicated Desk or Parking Spaces with all consequences thereof, if the Client does not participate in the handover of the Dedicated Desk or Parking Spaces on the date indicated as the Commencement Date in the Detailed Part of the Agreement.

4. RIGHTS AND OBLIGATIONS OF THE CLIENT

4.1. The Client undertakes to:

4.1.1. use the Desk and Services (including mail services) exclusively for office purposes related to the business activity conducted by the Client,

4.1.2. comply with all obligations arising from the Agreement and the Building Regulations (including the fire safety instruction) and the Desks and Office Space Regulations and also oblige Users to comply with the obligations in question.

4.1.3. use the Parking Spaces exclusively for the purposes of parking passenger cars or in accordance with the relevant provisions of the Building Regulations.

4.2. The Client will be able to authorize the reception staff to receive correspondence on behalf of the Client. GW Flex or its employees shall inform the Client's contact person by e-mail of the receipt of mail addressed to the Client on the same business day on which the mail was accepted. GW Flex shall not be liable for the failure to collect or late collection of the mail from the reception by the Client. The Client will also be entitled to send mail, through the reception staff, in exchange for an additional fee according to the Price List of additional services. If the Client does not collect any correspondence or parcel addressed to it from the reception desk within 5 business days, GW Flex shall charge the Client an additional fee of PLN 100 net for each day. GW Flex shall not be responsible for any objects received by mail or courier by the Client. The Client is obliged to notify GW Flex personnel in advance of the planned delivery of bulky items. By bulky items, the Parties mean a shipment or shipments whose total volume exceeds the size of 50 cm x 50 cm x 50 cm or shipments whose total weight exceeds 10 kg.

4.3. The Client shall be entitled to register, in the relevant register, the Office Space address as the address of the Client's registered office or the address of the Client's place of business. After the end of the Term of the Agreement the Client is obliged to change the address of its registered office or place of business by replacing the Office Space address with another address. On the last day of the Term of the Agreement the Client shall provide GW Flex with confirmation of the change of address of its registered office or place of business, by replacing the Office Space address with another address. If the above confirmation is not delivered, the Client will be obliged to pay a contractual penalty of PLN 200 for each day of delay. GW Flex shall be entitled to credit an appropriate part of the Deposit towards the contractual penalty so imposed, to which the Client consents.

4.4. The Client shall be liable, on a risk basis, for all actions and omissions of its Users and Visitors and any other persons staying in the Building at the invitation or upon consent of the Client, as for its own actions and omissions, including also for the purposes of termination of the Agreement, and in particular it shall be liable for any damage caused by itself or such persons in the Office Space, as well as in the Building.

4.5. The Client acknowledges that works may be conducted in the Building and in the Office Space which may cause restrictions in access to the Desks.

4.6. The Client agrees, and shall ensure that persons staying in the Building upon consent of or at the invitation of the Client will agree, to video monitoring, through unguarded security cameras, of the Office Space (excluding the restrooms), only and exclusively for safety purposes. The Client hereby indemnifies GW Flex against any potential claims of the Client's employees, associates, contract partners and Visitors related to such video monitoring.

4.7. The Client is not authorized to connect to the network and on the Office Space active network devices such as routers, switches, access points, repeaters, etc. The ban also includes connecting printing and scanning devices to available WiFi networks. In the case of demand for the above-mentioned IT services, it is necessary each time to agree on these issues with GW Flex personnel. If the Client connects devices in violation of this provision, GW Flex will be entitled to disconnect them.

5. RIGHTS AND OBLIGATIONS OF GW FLEX

5.1. GW Flex shall not be liable for any delay or interruption in the provision of Services arising from any circumstances for which GW Flex is not responsible. GW Flex shall not be liable towards the Client for any damage or inconvenience which may be caused by any temporary interruption in the provision of Services during any inspection, maintenance works, repairs or refurbishment.

5.2. To the extent permitted by law, GW Flex shall not be liable for any damage or destruction of any items owned by the Client, located on the Desk, Office Space and Parking Spaces unless they are caused by any deliberate actions or gross negligence of GW Flex or its employees.

5.3. GW Flex shall not be liable for any non-performance or improper performance of its obligations due to force majeure which shall be understood by the Parties as any extraordinary event beyond control of GW Flex, which (or the consequences of which) cannot be prevent by ordinary means and which adversely affects the fulfilment by GW Flex of its obligations arising from the Agreement, including in particular but not limited to: (i) war, (ii) riot or unrest, general strikes (not limited exclusively to employees of GW Flex; (iii) flood; (iv) state of emergency, (v) terrorist attack; (vi) interruption, restriction or disturbance in supply of utilities necessary to perform the Agreement for reasons not attributable to GW Flex, (vii) sanitary and epidemiological restrictions imposed in connection with a pandemic of an infectious disease, directly affecting the performance of the Agreement, provided that the sanitary and epidemiological restrictions being in force at the time of execution of this Agreement do not constitute force majeure.

5.4. GW Flex shall not be liable for any personal property left on the Desk, the Office Space or Parking Spaces by the Client or its Visitors.

5.5. GW Flex shall not be liable for any damage suffered by the Client arising from the inability to use the Hot Desk due to the unavailability of Hot Desks.

5.6. In the event of the Client's delay in payment of the Fee or any other fee for services resulting from Price List exceeding 7 days, GW Flex has the right, after prior ineffective payment request to the Client by e-mail granting the Client an additional 3-day period to make the payment, to block access to the Office Space and Parking Spaces. After the Fee is paid, GW Flex shall unblock the Client's access to the Office Space and Parking Spaces. In consideration of unblocking access to the Office Space and Parking Spaces GW Flex shall charge the Client an administrative fee of PLN 1,000 net which shall be payable within 7 days of the date of unblocking access, otherwise such fee may be deducted from the Deposit.

5.7. If the Client does not fulfil any of its obligations arising from the Agreement, and if the Client, any of its Visitors or any other person, for whose actions and omissions the Client is responsible, causes any damage, GW Flex shall be entitled to draw upon the Deposit, in whole or in part, to cover any damage, loss, costs or expenses arising or related to the non-performance or improper performance of an obligation by the Client. The drawing upon the Deposit shall not release the Client from perform or proper perform of any obligations arising from the Agreement.

5.8. GW Flex's liability for damages is limited to the amount of the three-month Fee. The above limitation does not apply to damages caused by GW Flex intentionally.

5.9. GW Flex is entitled to provide Services or any part thereof to the Client by itself or through any third party.

6. FEES

6.1. Throughout the entire Term of the Agreement the Client shall pay to GW Flex the Fee and any additional fees indicated in the Detailed Part of the Agreement or arising from the fact that the Client ordered additional services according to the Price List for additional services. The Client has the right to become acquainted with the up-to-date Price List for additional services at the website address indicated in Schedule 4.

6.2. The Fee for the first accounting period of the Agreement, being understood as the period between the Commencement Date and the end of the first full calendar month of the Term of the Agreement, shall be payable together with the Deposit within 7 days of the date of execution of the Agreement, however not later than on the Commencement Date. The Client shall pay the Fee for subsequent accounting periods monthly in advance, by the 21th day of the month preceding the accounting period (month) to which the Fee pertains. The Client will pay the fees resulting from the ordered services, in accordance with the Price List for additional services on the basis of a VAT invoice issued by GW Flex at the end of each month within 14 days from the date of delivery of such VAT invoice.

6.3. All payments shall be made by a bank transfer to the bank account indicated by GW Flex in the Detailed Part of the Agreement. Any change of the bank account of GW Flex shall not cause an amendment of the Agreement, however GW Flex shall immediately notify the Client of such change.

6.4. Unless the Agreement expressly states otherwise, all amounts indicated in the Agreement are net amounts and shall be increased by the applicable VAT, expressed and payable in zlotys. The above does not apply to contractual penalties.

6.5. All accounting documents issued by GW Flex shall be delivered to the Client only in electronic form in a manner described in KSeF Schedule. Invoices will be issued and sent to the Client by the 7th day of the month preceding the accounting period (month) to which the relevant invoice pertains.

6.6. Further, the Client will be obliged to pay to GW Flex the Entry Fee in the amount indicated in the Detailed Part of the Agreement. The Entry Fee shall be payable within 7 days of the date of execution of the Agreement, however not later than on the Commencement Date.

6.7. The Fee shall be subject to indexation. The indexation shall be carried out based on the positive change (increase) of the average annual price index for consumer goods and services published by the President of the Chief Statistical Office. The indexation shall be carried out annually; the first indexation shall be carried out in the month falling 12 months from the Commencement Date and it shall take effect from the first day of such month. Together with the notice of indexation GW Flex shall deliver to the Client an invoice for the difference between the Fee after indexation and the Fee before indexation, and the Client will be obliged to pay such difference to GW Flex within 10 (ten) days from the date of delivery of the invoice to the Client.

6.8. In the event that the fees resulting from the services ordered in accordance with the Additional Services Price List exceed the amount of the Deposit, GW Flex may require a prepayment in the amount of 100% of such additional services or a corresponding replenishment of the Deposit, at the sole discretion of GW Flex.

7. DEPOSIT

7.1. The Deposit constitutes a security for the Client's obligations arising from the Agreement, and a security for any damage caused by the Client or its Visitors, and any other persons for whose actions and omissions the Client is responsible. The Client shall pay the Deposit to GW Flex within 7 days of the date of execution of this Agreement, however no later than on the Commencement Date. The amount of the Deposit is indicated in the Detailed Part of the Agreement.

7.2. The Client shall pay the Deposit to the bank account of GW Flex indicated in the Detailed Part of the Agreement. GW Flex will not be obliged to place the Deposit on a dedicated bank account. The Client shall not be entitled to any interest on the amount paid as the Deposit.

7.3. GW Flex shall be entitled to draw upon the Deposit whenever the Client does not fulfill any obligation. After drawing upon the Deposit, GW Flex shall inform the Client of the foregoing. In this case, the Client is obliged to replenish the Deposit so that the Deposit will correspond to the double amount of the current Fee within 3 days from the date of receipt of notification of the use of the Deposit by GW Flex.

7.4. In the event of indexation of the Fee, as referred to in point 6.7., the Deposit shall be increased accordingly. In such case GW Flex shall request the Client to replenish the Deposit within 7 days of the date of receipt of the request, so that the Deposit will correspond to the double amount of the current Fee.

7.5. GW Flex shall return the Deposit to the Client within 30 days after the expiry of the Agreement and payment of all dues, after making deductions, if any, to the account indicated by the Client.

8. ASSIGNMENT

8.1. The Client shall not be allowed to assign any rights or obligations arising from the Agreement to any third parties without GW Flex's prior consent expressed in writing, otherwise being null and void. The Client shall not be allowed to hand over the Object of Agreement to any third party for its use without GW Flex's prior consent expressed in writing, otherwise being null and void.

8.2. The Client agrees to the assignment by GW Flex of all or any rights or all or any obligations arising from the Agreement to each owner of the Building or a company comprising the Globalworth group.

9. TERM OF AGREEMENT

9.1. This Agreement is executed for a definite or indefinite period (depending on how indicated in the Detailed Part of the Agreement). The Parties further undertake to fulfil their obligations specified in the Agreement, applicable in the period preceding and following the end of the Term of the Agreement. The Term of the Agreement will always end at the end of the relevant calendar month. The Parties allow for the possibility of concluding the Agreement in such a way that the Agreement with respect to the use of the Hot-Desk, Dedicated Desk or Business Package service will be concluded for a definite period, while with respect to Parking Spaces it will be concluded for an indefinite period (or in the reverse configuration, i.e. definite period with respect to Parking Spaces, while indefinite period with respect to the Hot-Desk, Dedicated Desk or Business Package service. The Parties stipulate, however, that in the case of such differently defined durations, the Agreement with respect to Parking Spaces will always expire no later than on the date of expiration of the Agreement with respect to use of Hot-Desk, Dedicated Desk or Business Package service.

9.2. In the case of conclusion of the Agreement for a definite period of time, no later than 2 months prior to the expiry of the Term of the Agreement, both Parties shall be entitled to inform other Party of its intention to terminate the Agreement upon the lapse of the period for which it was concluded. If neither of the Parties does not give such notice within the above deadline, the Agreement shall be automatically extended for a period indicated in Detailed Part of the Agreement.

9.3. Without prejudice to any other rights of GW Flex, GW Flex is entitled to terminate the Agreement without notice in the following cases:

9.3.1. the Client does not pay the Deposit or Initial Fee in the amount indicated in the Detailed Part of the Agreement in accordance with the provisions of the Agreement, i.e., no later than on the Commencement Date,

9.3.2. the Client is late with payment of the Fee or any part thereof for 2 (two) payment periods; in such case GW Flex may terminate the Agreement after ineffective lapse of an additional period of 1 (one) month, granted to the Client to pay the overdue Fee,

9.3.3. The Client is in default of payment of any other fee under the Price List or any part thereof in excess of fourteen (14) days;

9.3.4. the Client does not pay the overdue Fee any other fee under the Price List within 14 days of the date of blocking the access to the Office Space and Parking Spaces, in accordance with point 5.6. of the Agreement,

9.3.5. the Client does not fulfil any obligation related to the Deposit, in particular it does not replenish the Deposit, within the deadline specified in point 7.3. or 7.4 of the Agreement,

9.3.6. the Desk is used by any persons other than the Client and Users,

9.3.7. the Client assigns all or any part of its rights or obligations arising from the Agreement to any third parties without GW Flex's written consent,

9.3.8. the Client uses the Desks or Parking Spaces in a manner contrary to their intended use,

9.3.9. the Client breaches any material obligation specified in the Agreement (in particular, any obligation related to: (i) maintaining the Desk or Parking Spaces in good condition, (ii) observing the applicable laws, regulations, the Building Regulations and the Desks and Office Space Regulations), and does not remedy such breach within an additional period granted by GW Flex,

9.3.10. as a result of any damage to the Office Space or the Building the Desk becomes unsuitable for use for the purposes of the Client's activity,

9.3.11. the Client or any person for whose actions or omissions the Client is responsible, poses a risk to health or safety of other people, induces any other person to take actions contrary to law, engages in any activities contrary to law, or slanderous, defamatory, constituting threats, having a pornographic nature, harmful, hateful, racist, aggressive, offensive or causing intentional damage to GW Flex or any third party.

9.4. If GW Flex terminates the Agreement without notice, the Client will be obliged to pay to GW Flex a contractual penalty in the amount of the sum of three times the Fee and three times the Additional Costs current as of the date of the Agreement. The above contractual penalty does not apply to the case of termination of the Agreement without notice, referred to in clause 9.3.10 of the Agreement, unless the Client is responsible for causing the damages described in this clause.

9.5. With respect to agreements concluded for an indefinite period of time, each Party has the right to terminate the agreement by a one month's notice of termination, effective at the end of the calendar month.

10. RELOCATION

10.1. GW Flex has the right to relocate the Client to another Dedicated Desk within the Building. In such case GW Flex shall inform the Client of the relocation by at least 7 days' prior notice, indicating a new Dedicated Desk.

11. SURRENDER OF DEDICATED DESK OR PARKING SPACES/OFFICE SPACE

11.1. On the Expiry Date at the latest the Client shall return to GW Flex the Dedicated Desk and Parking Spaces together with equipment owned by GW Flex, in the same condition as on the Commencement Date, subject to wear and tear being the consequence of their proper use, as well as all access authorizations to the Office Space and Parking Spaces and surrender the Office Space.

11.2. By the above date the Client shall remove from the Dedicated Desk, Hot Desk, Parking Spaces and Building all movables brought thereto. If the Client does not fulfil this obligation, GW Flex shall be entitled to remove such items and store them in the location chosen by GW Flex or their disposal (as decided by GW Flex) at the Client's expense and risk, and it shall not be liable for any damage to such items.

11.3. If during the removal of any movables referred to in point 11.2 any non-culpable damage to the Office Space or any other parts of the Building occurs, GW Flex shall repair such damage at the Client's expense and risk.

11.4. Without prejudice to any other rights of GW Flex, if the Client does not surrender the Dedicated Desk and Parking Spaces to GW Flex at the latest on the Expiry Date in the condition specified in the Agreement, the Client shall pay to GW Flex a contractual penalty equal to 1/15 of the monthly sum of the fee for the Dedicated Desk and Parking Spaces, for each commenced day of delay.

11.5. The surrender of the Dedicated Desk and Parking Spaces shall be confirmed by a handover protocol signed by the authorized representatives of the Parties. GW Flex shall be entitled to unilaterally sign the handover protocol if the Client or the Client's representative does not participate in the surrender of the Dedicated Desk or Parking Spaces. The handover protocol can be signed in documentary form.

12. COMMUNICATION

12.1. Except as expressly indicated in the Agreement, all notices, requests and other information which are required or permitted under the Agreement shall be made in documentary form and shall be deemed effectively delivered in the right mode, if sent to e-mail addresses of the relevant Party indicated in the Detailed Part of the Agreement (whereas an e-mail must be sent from an e-mail address of the sender indicated in the Detailed Part of the Agreement). The delivery date shall be deemed by the Parties to be the date of registration of an e-mail on the incoming mail server of the Party who received the e-mail. Each Party undertakes to immediately notify the other of any changes of the e-mail addresses indicated in the Detailed Part of the Agreement as mailing addresses. Until a written notice of change of address is delivered in the manner specified in the previous sentence, all letters sent to the previous address will be deemed effectively delivered.

13. MISCELLANEOUS PROVISIONS

13.1. GW Flex is entitled to amend the GTCA at any time during the Term of the Agreement. Amendments to the GTCA shall be effective and shall be binding on the Parties after the lapse of 7 days of the date of notification to the Client on GTCA amendment. The Client may object to the changes to the GTCA only concurrently with the termination of this Agreement upon 3 months' notice, effective at the end of the month in which the statement of objection to the changes and termination is delivered to GW Flex. The objection will be effective against GW Flex if it is expressed within 14 days of receipt of the notification of the GTCA changes and includes a statement of termination of this Agreement.

13.2. GW Flex remains entitled to amend the Desks and Office Space Regulations, the Regulations of the Building and the Price List for Additional Services at any time during the term of the Agreement, without notifying the Client. The Client acknowledges that it has the opportunity to read the current Office and Office Space Regulations, the Building Regulations and the Price List for Additional Services each time at the dedicated links indicated in the Detailed Part of the Agreement.

13.3. The application of Article 357[1] and Article 664 of the Civil Code to the Agreement is excluded.

13.4. Headings and subheadings are used for convenience only and do not in any way affect the interpretation of the Agreement.

13.5. Any disputes that may arise in relation to the performance of the Agreement shall be resolved by the common court having jurisdiction over the location of the Building.

13.6. If any provision of the Agreement appears to be invalid or ineffective, other provisions of the Agreement shall remain in full force and effect. The Parties shall make efforts to replace such invalid or ineffective provision with another provision which to the fullest extent possible will pursue the objectives of the invalid or ineffective provision.

13.7. Any failure to exercise or delay in exercising any rights or remedies available to GW Flex under the Agreement shall not constitute a waiver thereof. The rights or remedies available to GW Flex under the Agreement are cumulative, and the exercise of one of them shall be without prejudice to any other rights or remedies available under the Agreement or the applicable law.

13.8. The Client is not entitled to set off any of its claims against GW Flex against any claims of GW Flex towards the Client.

13.9. The Parties undertake to keep secret all information related to the Agreement and performance hereof. In order to disclose any information of this kind the other Party's prior written consent shall be required. The Parties are released from the obligation to keep secret within the scope arising from the mandatory provisions of law and final decisions of any courts and public authorities binding on the Parties.

13.10. GW Flex hereby declares that it has the status of a large enterprise within the meaning of the Act of 8 March 2013 on combating late payment in commercial transactions.

13.11. The content published on the websites referred to in this Agreement forms an integral part of the Agreement. GW Flex shall be entitled to transfer such content to another URL address, which shall not constitute an amendment to the Agreement but shall require a notice to the Client.

14. PERSONAL DATA PROTECTION

14.1. Each Party states that it shall be a controller of any personal data, including personal data of its employees or associates, which it will share with the other Party in connection with the execution and performance of this Agreement.

14.2. Information on the detailed rules for personal data processing by GW Flex and on the rights of data subjects is available at: https://www.globalworth.com/polityka-prywatnosci/.

14.3. The Client represents that it has familiarized itself with the information referred to in point 14.2, and – if needed – provided such information to all persons whose personal data is made available to GW Flex.

15. ENTRUSTMENT OF THE PROCESSING OF PERSONAL DATA – SERVICE OF PRINTING, HANDLING AND SCANNING CORRESPONDENCE

15.1. If within the use of the service of access to the printer, handling of correspondence, referred to in clause 2.2 or the service of scanning correspondence (if such Service includes the Detailed Part of the Agreement), the Client will provide for printing, handling of correspondence or scanning the document containing any personal data, these data will be the subject of entrustment of processing, and GW Flex - to the extent necessary for the implementation of the service of printing, handling of correspondence or scanning - will become an entity processing personal data.

15.2. GW Flex represents that:

15.2.1. it shall process personal data referred to in point 15.1 only for the purpose necessary to perform printing, handling or scanning services;

15.2.2. it has infrastructural resources, experience, knowledge and qualified personnel within the scope necessary to properly process personal data referred to in point 15.1.

15.3. With respect to the performance of printing, handling or scanning services GW Flex is obliged to:

15.3.1. process personal data referred to in point 15.1, in accordance with the provisions of law, in particular the GDPR;

15.3.2. use necessary technical and organizational measures to protect personal data, on the terms set out in Article 32 of the GDPR;

15.3.3. notify the Client of any personal data breach affecting personal data which the Client entrusted to GW Flex for the purposes of provision of printing, handling and scanning services.

15.4. In order for proper performance of printing, handling and scanning services GW Flex may transmit personal data referred to in point 15.1 to further processors. GW Flex warrants that it shall use only processors providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of this Regulation and ensure the protection of the rights of the data subject.

15.5. GW Flex shall not transmit personal data referred to in point 15.1 to any third parties (i.e., outside the EEA) unless it is required for proper performance of printing, handling or scanning services to which the Client hereby consents.

15.6. In the event of any breach of the processing rules specified in this clause the Client may request GW Flex to pay a contractual penalty in the amount equal to one-month the Fee, for all breaches. The Parties exclude the Client's right to claim damages from GW Flex exceeding the contractual penalty in this respect.

16. SHARING PERSONAL DATA CONTAINED IN THE ACCESS CONTROL SYSTEM

16.1. Pursuant to the provisions of this section, the Parties shall establish rules for the sharing of personal data between independent controllers, which shall not constitute a personal data processing agreement or a joint controller agreement. As a result of the sharing of data, each Party shall have the status of a separate data controller, obliged to process the data in accordance with the provisions of the GDPR. Thus, neither Party shall be liable for the performance of obligations under the GDPR, which the other Party is obliged to comply with as a separate personal data controller.

16.2. In cases where it is technically possible in a given Building, an access control system ("**AC System**") has been installed in the Office Space to control access to the Office Space, which can be accessed using: (i) an appropriate access card, (ii) the Globalworth App, or (iii) a QR code. GW Flex has provided the Client and persons designated by the Client, in particular its employees and associates, with one of the above-mentioned means of access, and keeps a record, if necessary, of the means of access provided. The Client and persons designated by the Client, in particular its employees and associates, are strictly prohibited from providing unauthorized persons with the QR code enabling access to the Office Space.

16.3. As part of the AC System, GW Flex processes the following data: (i) the cardholder's first and last name, (ii) email address, and (iii) the specific date, time, and point of entry and exit to the Office Space ("**AC Data**"). This data is processed solely for the purpose of protecting property and ensuring the safety of all persons within the Office Space. GW Flex is the administrator of AC Data.

16.4. In cases where it is technically possible in a given Building, GW Flex shall provide the Client, for a fee, upon request, with a periodic report on AC Data ("**Report**") for a given month, in the following calendar month, whereby each such disclosure of AC Data shall take place exclusively in connection with the Agreement, for the purpose of ensuring the protection of property and the safety of persons visiting the Office Space ("**Purpose of Disclosure**"). Within the scope of the Purpose of Disclosure, the Client is a separate administrator of AC Data.

16.5. The Client represents and warrants that the Purpose of Disclosure constitutes a legitimate interest pursued by the Client and results from the Client's actual needs. The Client has conducted appropriate analyses and represents that obtaining the Reports is necessary for the achievement of the Purpose of Disclosure.

16.6. The Client represents and warrants that it will obtain prior documented consent from the person to whom the AC Data relates for GW Flex to disclose the AC Data to the Client and, upon GW Flex's request, will provide GW Flex with such consent. The Client shall be fully responsible for the legality of the consent obtained.

16.7. The Client represents and warrants that it will not use the AC Data or Reports for any purpose other than the Purpose of Disclosure. The Client acknowledges and agrees that any processing or use of the AC Data or Reports for any purpose other than the Purpose of Disclosure shall constitute a breach of the Agreement.

16.8. The Client acknowledges that in case of doubt as to the use of AC Data in accordance with the Agreement or applicable data protection laws, or in case of a breach of section 16.6 of the Agreement, GW Flex may at any time refuse to disclose AC Data or Reports, without any rights or claims on the part of the Client. In particular, the Parties confirm that refusal to disclose Reports cannot be grounds for termination of the Agreement or a request to reduce the payments provided for in the Agreement.

16.9. The Parties exclude any liability of GW Flex related to the provision of AC Data, including liability related to the inability to provide AC Data due to a lack of technical capabilities in a given Building, subject to mandatory provisions of law. The Client shall not be entitled to any claim against GW Flex for any compensation for losses or damages or for any reimbursement of costs (which applies to both actual losses and lost profits) in the event that GW Flex fails to make AC Data available.

16.10. The Parties declare that GW Flex does not and will not bear any responsibility for the accuracy and completeness of the AC Data and Reports, nor does GW Flex bear any responsibility for the usefulness of the AC Data and Reports for the Purpose of Disclosure. The Client acknowledges that the Reports may be generated automatically based on data obtained from the AC System.

16.11. The Client shall release GW Flex from any liability related to the processing of AC Data in a manner inconsistent with the Agreement or the law, including in connection with the Reports. The Client undertakes to:

16.11.1. compensate GW Flex for any damage incurred in connection with the processing of AC Data in violation of the provisions of the Agreement or the law, including in connection with the use of Reports, in particular in respect of third party claims or the imposition of any financial penalties on GW Flex;

16.11.2. settle all amounts due within 7 days of receiving the relevant payment request, to the GW Flex bank account specified therein.

17. COMPLIANCE

17.1. GW Flex states that the capital group to which GW Flex belongs (Globalworth group) adopted the Code of Conduct, available at https://www.globalworth.com/about-us/code-of-conduct/, through which it promotes the highest ethical standards and the importance and benefits stemming from the maintenance of high standards with respect to environmental protection and sustainable development. GW Flex expects each business partner with whom GW Flex enters into or maintains a business relationship to conduct its activities in line with the values specified in the Code of Conduct.

17.2. Bearing in mind the provisions of point 17.1, the Client represents that both the Client and the entities or persons representing the Client or acting on behalf of the Client are not engaged in, and undertake not to engage in – throughout the entire duration of the cooperation between the Parties, including the term of this Agreement – any practices, either directly or indirectly, which may breach any Polish, European, U.S. or UK regulations on counteracting corruption, money laundering or terrorism financing.

17.3. The Client represents that – to the best of its knowledge – as of the date of execution of this Agreement neither the Client nor any of the entities or persons representing the Client or acting on behalf of the Client has been covered by any economic or commercial sanctions or any other restrictive measures imposed by: (i) the European Union, (ii) any of the Member States, (iii) Great Britain, (iv) United States, (v) United Nations or (vi) the World Bank Group. Further, the Client represents that it is not linked with any entities on which any sanctions or restrictive measures referred to in the previous sentence have been imposed.

17.4. The Client undertakes to inform GW Flex of any breach of the provisions of point 17.2 or point 17.3, and if GW Flex decides to carry out an investigation, the Client undertakes to fully cooperate with and assist GW Flex until such investigation is completed.

17.5. In the event of a breach of any provision of this point 17, GW Flex reserves the right to terminate this Agreement with immediate effect, upon written notice to the Client.

18. FINAL PROVISIONS

18.1. The Agreement shall be governed by Polish law.

18.2. Whenever GW Flex is entitled to impose a contractual penalty on the Client, GW Flex may also claim damages exceeding the contractual penalty so charged under the general rules of law.

18.3. Conclusion of the Agreement or any amendments or supplements thereto shall require to be made in documentary form (forma dokumentowa), otherwise shall be null and void. The Parties, however, reserve that the documentary form shall be considered adhered to only if the following conditions occur jointly:

18.3.1. the Agreement or the annex will be prepared in PDF form and will be stamped with electronic signature markers of persons authorized to represent each party; such signatures may (but do not have to) constitute a qualified electronic signature or may be applied onto the document using DocuSign, Adobe Reader or another program, including one similar to the above, which allows to apply a signature marker to a document in PDF format; alternatively, the documentary form shall be deemed adhered to also if the Parties exchange electronic copies (including scans or photographs) of the Agreement or annexes signed manually (ink/handwritten signature) by the Parties' authorized representatives. Either Party may use any of the two alternative ways of signing the Agreement or the annex listed above, i.e., it is not necessary to maintain the identity of the ways of signing the Agreement or annex by both Parties;

18.3.2. the Agreement or the annex signed in the above-indicated manner will be sent from and to the e-mail addresses indicated in the Agreement or to addresses indicated otherwise in the manner compliant with the Agreement.

18.4. The Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings and arrangements between the Parties within the scope covered by the Agreement.

18.5. The Schedules to the Agreement constitute an integral part hereof.