

SCHEDULE 1

GENERAL TERMS AND CONDITIONS OF AGREEMENT (GTCA)

1. DEFINITIONS

- 1.1. **"Office"** – separated office rooms located within the Office Space, described in the Detailed Part of the Agreement and marked on the plan constituting Schedule no. 5 to the Agreement.
- 1.2. **"Building"** – office building in which the Office is located, the location of which is indicated in the Detailed Part of the Agreement.
- 1.3. **"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.
- 1.4. **"Detailed Part of the Agreement"** – provisions of the Agreement covering the detailed business terms.
- 1.5. **"Commencement Date"** – the date on which the Client will start using the Office, specified in the Detailed Part of the Agreement.
- 1.6. **"Expiry Date"** – the date on which the Agreement expires or is terminated, as the case may be.
- 1.7. **"Visitors"** – any persons other than Users, whom the Client allowed to stay in the Office or on the Common Areas.
- 1.8. **"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 amount of current Fee amount and double the amount of the Additional Costs, and its amount as of the date of the Agreement was concluded is indicated in the Detailed Part of the Agreement.
- 1.9. **"Additional Costs"** - monthly fees resulting from Services of an additional nature, as indicated in the Detailed Part of the Agreement, payable independently of the Fee, subject to indexation.
- 1.10. **"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.
- 1.11. **"Term of the Agreement"** – the period of use of the Office and the Parking Spaces 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.
- 1.12. **"Fee"** – monthly fee due from the Client to GW Flex in exchange for the use of the Office and Parking Spaces, specified in the Detailed Part of the Agreement, subject to indexation.
- 1.13. **"Entry Fee"** – a one-off initial fee equal to 100 PLN per and work station.
- 1.14. **"Initial Fee"** – gross fee which must be paid by the Client as a condition of handover of the Office and the Parking Spaces, indicated in the Detailed Part of the Agreement.
- 1.15. **"Final Fee"** – one-off fee paid for renovation of the Office by GW Flex after the expiry of the Agreement, in the amount indicated in the Detailed Part of the Agreement.
- 1.16. **"GTCA"** – general terms and conditions of the Agreement constituting Schedule no. 1 to the Agreement.
- 1.17. **"Office Space"** – the office space in the Building, consisting of the Office, offices of other clients and Common Areas.
- 1.18. **"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.
- 1.19. **"Object of the Agreement"** - collectively, the Office, the Parking Spaces and Additional Services indicated in the Detailed Part of the Agreement (depending on the context of the particular provision of the Agreement).
- 1.20. **"Building Regulations"** – rules and regulations concerning the use of the Building, constituting Schedule 3.
- 1.21. **"Office and Office Space Regulations"** – rules and regulations concerning the use of the Office, the Office Space and the Parking Spaces, constituting Schedule 2.
- 1.22. **"GDPR"** – Regulation (EU) 2016/679 of the European Parliament and 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 (General Data Protection Regulation).
- 1.23. **"Parties"** – jointly GW Flex and the Client.
- 1.24. **"Agreement"** – this agreement with schedules constituting an integral part hereof.

- 1.25. **"Services"** – services which will be provided by GW Flex or at its request in order to ensure proper operation of the Office, as specified in detail in the Agreement and the Office and Office Space Regulations.
- 1.26. **"Additional Services"** - services of an additional nature, as indicated in the Detailed Part of the Agreement.
- 1.27. **"Users"** – persons authorized to use the Office, whose number is indicated in the Detailed Part of the Agreement.
- 1.28. **"Discount"** - a temporary reduction in the Fee for the use of the Office, which may be applied to the Client at the sole discretion of GW Flex. The amount of the Discount and the period during which the Client is entitled to the Discount are indicated in the Detailed Part of the Agreement. The amount of the Discount, if any, granted to the Client shall not be considered in determining any amounts dependent on the amount of the Fee, in particular the amount of the Deposit and contractual penalties.

2. OBJECT OF AGREEMENT

- 2.1. GW Flex undertakes to provide office services to the Client, as part of which the Client will have access to the Office 24 hours a day, 7 days a week, and other services specified in detail in the further provisions of these GTCA and the Office and Office Space Regulations, and the Client undertakes to properly use the Office and pay to GW Flex the Fee, Additional Costs and all other fees specified in the Agreement, on the terms specified in the Agreement.
- 2.2. Services provided by GW Flex to the Client include:
 - 2.2.1. 24 hour, 7 days a week access to a dedicated Office;
 - 2.2.2. support of GW Flex staff and the reception desk during the hours and days indicated in the Office 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 the kitchen and the ability to freely use the foodstuffs in it (unlimited access to coffee, water, tea);
 - 2.2.5. 600/600 Internet access;
 - 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;
 - 2.2.7. access to conference rooms and the possibility of obtaining support of GW Flex staff in the organization of meetings (coffee breaks, catering) - under additional individual arrangements and pricing;
 - 2.2.8. 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;
 - 2.2.9. cleaning services covering the Office Space.
- 2.3. Detailed rules for the use of the Office and Services provided by GW Flex are contained in the Office 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. HANDOVER

- 3.1. GW Flex shall hand over to the Client the Subject of the Agreement on the Commencement Date provided that the Client pays to the bank account of GW Flex the gross Initial Fee in full, and the Deposit and provides GW Flex, at its request, with confirmation of payment of the said fees.
- 3.2. The handover shall be confirmed by a handover protocol. The handover protocol can be signed in documentary form.
- 3.3. GW Flex shall be entitled to unilaterally sign the handover protocol with all consequences thereof, if the Client does not participate in the handover of the Office or the access to the 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 Office and Services (including correspondence service) exclusively for office purposes related to the business activity conducted by the Client,

- 4.1.2. use the Parking Spaces exclusively for the purposes of parking passenger cars or in accordance with the relevant provisions of the Building Regulations,
- 4.1.3. comply with all obligations arising from the Agreement and the Building Regulations (including the fire safety instruction) and the Office and Office Space Regulations, and obligate Users to observe such obligations.
- 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 for 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 the 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's 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's 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's 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 and in the Office Space, as well as in the Building.
- 4.5. The Client shall take out third party liability insurance encompassing in its scope at least third party liability insurance of a real estate tenant and insurance of the property owned by the Client and located in the Office. The Client shall maintain such insurance throughout the entire Term of the Agreement. GW Flex shall not be liable for any damage that the Client is obliged to insure under the Agreement.
- 4.6. The Client acknowledges that works may be conducted in the Building and in the Office Space which may cause restrictions in access to the Office.
- 4.7. 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.
- 4.8. 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 in the Office, on the Parking Spaces or in the Office Space, 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 prevented by ordinary means and which adversely affects the fulfillment 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 in the Office or the Office Space by the Client or its Visitors.
- 5.5. GW Flex has the right to enter the Office or the Parking Spaces on the dates previously agreed with the Client. The Client acknowledges that the Office will be cleaned on a daily basis by cleaning service on terms specified in Office and Office Space Regulations.
- 5.6. GW Flex or any other persons authorized by it have the right to enter the Office:
 - 5.6.1. upon prior notice to the Client, in order to carry out necessary inspections, renovation or maintenance works, or
 - 5.6.2. without prior notice, in emergencies.
- 5.7. In the event of any delay of the Client in payment of the Fee, Additional costs 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 and the Parking Spaces. In such case the Client shall not have access to the Office and the Office Space. After payment of the Fee or Additional Costs, GW Flex shall unblock the Client's access to the Office and the Parking Spaces. In consideration of unblocking the access to the Office and the Parking Spaces GW Flex shall charge the Client an administrative fee of PLN 1,000 net which will be payable within 7 days of the date of unblocking the access, otherwise such fee may be deducted from the Deposit.
- 5.8. If the Client does not fulfill 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.
- 5.9. 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.
- 5.10. 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, Additional Costs and any additional fees for additional services ordered by the Client according to the Price List. 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 and the Additional Costs 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 and the Additional Costs for subsequent accounting periods monthly in advance, by the 21th day of the month preceding the accounting period (month) to which the Fee and the Additional Costs 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 and the Additional Costs 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 and the Additional Costs after indexation and the Fee and the Additional Costs 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 and double amount of current Additional Costs 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 and the Additional Costs, as referred to in clause 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 and the double amount of the current Additional Costs.
- 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 may not transfer the Subject of the Agreement for use to any third party without the prior consent of GW Flex expressed in writing under pain of nullity.
- 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 THE AGREEMENT

- 9.1. This Agreement is executed for a definite period or for an indefinite period, depending on, as indicated in the Detailed Part of the Agreement. The Parties further undertake to fulfill 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 Offices and Additional Services 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 term with respect to Parking Spaces, while indefinite term with respect to Offices and Additional Services). The Parties stipulate, however, that in the event of such differently determined durations, the Agreement in respect of Parking Spaces will always expire no later than on the date of expiration of the Agreement in respect of use of Offices and Additional Services.
- 9.2. If the Agreement is concluded for a definite period, 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. If any of the Party decides to terminate the Agreement (without extending it), in accordance with the Expiry Date, not earlier than 2 months prior to the Expiry Date the Client shall allow GW Flex to show the Office to potential new clients. In the case of an Agreement concluded for an indefinite period, the Client will allow GW Flex to present the Office to new potential clients during the notice period.
- 9.4. Without prejudice to any other rights of GW Flex, GW Flex is entitled to terminate the Agreement without notice in the following cases:
- 9.4.1. 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,

- 9.4.2. 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,
 - 9.4.3. The Client is in default of payment of Additional Costs or any other fee under the Price List or any part thereof in excess of fourteen (14) days;
 - 9.4.4. the Client does not pay the overdue Fee or Additional Costs within 14 days of the date of blocking the access to the Office and the Parking Spaces, in accordance with clause 5.7. of the Agreement,
 - 9.4.5. the Client does not fulfill any obligation related to the Deposit, in particular it does not replenish the Deposit, within the deadline specified in clause 7.3. or 7.4 of the Agreement,
 - 9.4.6. the Office is used by any persons other than the Client and Users,
 - 9.4.7. 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,
 - 9.4.8. the Client uses the Office or the Parking Spaces in a manner contrary to their intended use,
 - 9.4.9. the Client breaches any material obligation specified in the Agreement (in particular, any obligation related to: (i) maintaining the Office or the Parking Spaces in good condition, (ii) observing the applicable laws, regulations, the Building Regulations and the Office and Office Space Regulations, (iii) insurance), and does not remedy such breach within an additional period granted by GW Flex,
 - 9.4.10. as a result of any damage to the Office Space or the Building the Office becomes unsuitable for use for the purposes of the Client's activity,
 - 9.4.11. 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.
- 9.5. 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 9.4.10 of the Agreement, unless the Client is responsible for causing the damages described in this clause.
- 9.6. In the case of Agreement concluded for an indefinite period, either Party shall have the right to terminate the Agreement with one month's notice effective at the end of the calendar month.

10. RELOCATION

- 10.1. GW Flex has the right to relocate the Client to another office within the Building having similar parameters as the Office used by the Client. In such case GW Flex shall inform the Client of the Relocation by at least 30 days' prior notice, providing it with information about the new office.

11. SURRENDER OF THE SUBJECT OF THE AGREEMENT

- 11.1. On the Expiry Date at the latest the Client shall return to GW Flex the Subject of the Agreement 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 Subject of the Agreement.
- 11.2. By the above date the Client shall remove from the Subject of the Agreement and the Building all movables brought into them. If the Client does not fulfill 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 clause 11.2 any damage to the Office Space (including the Office) 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 Subject of the Agreement 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 each commenced day of delay.
- 11.5. In connection with the surrender of the Subject of the Agreement by the Client, the Client is obliged to pay the Final Fee to GW Flex. The Final Fee should be paid on the Expiry Date at the latest. If the Final Fee is not paid on time, GW Flex shall be entitled to collect it from the Deposit.

- 11.6. The surrender of the Subject of the Agreement 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 Subject of the Agreement. The handover protocol can be signed in documentary form.

12. COMMUNICATION

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 Office 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 357¹ 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. PROVISIONS CONCERNING PERSONAL DATA PROTECTION**
- 14.1. Each Party informs that it shall be the controller of all personal data, including personal data of its employees or associates, which it shall make available to the other Party in connection with the conclusion or performance of this Agreement.
- 14.2. Information about the detailed rules of processing personal data by GW Flex and the rights of the data subject is available at: <https://www.globalworth.com/polityka-prywatnosci/>.
- 14.3. The Client declares that they have read the information referred to in point 14.2 and, if necessary, have forwarded this information to all persons whose personal data is made available to GW Flex.

15. ENTRUSTMENT OF PERSONAL DATA PROCESSING – SERVICE OF PRINTING, HANDLING AND SCANNING OF 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 declares that:
- 15.2.1. will process the personal data referred to in clause 15.1 only for the purpose necessary for the implementation of the printing service, correspondence handling or scanning service;
 - 15.2.2. it has the infrastructural resources, experience, knowledge and qualified personnel to the extent necessary for the proper processing of the personal data referred to in clause 15.1.
- 15.3. With respect to the performance of the printing, mail handling or scanning service, GW Flex shall:
- 15.3.1. process the personal data referred to in clause 15.1 in accordance with the provisions of the law, in particular the provisions of the;
 - 15.3.2. apply the necessary technical and organizational measures to secure the Personal Data, in accordance with the principles set forth in Article 32 of the GDPR;
 - 15.3.3. notify the Client in the event of a violation of the protection of Personal Data that the Client entrusted to GW Flex for the performance of printing service, mail handling or scanning service.
- 15.4. In order to properly implement the printing service, correspondence handling or scanning service, GW Flex may transfer personal data referred to in clause 15.1 to further processors. GW Flex shall ensure that it will only use the services of such further processors that provide sufficient guarantees for the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the GDPR, as well as protects the rights of data subjects.
- 15.5. GW Flex will not transfer personal data referred to in clause 15.1 to third countries (i.e. outside the EEA), unless required for the proper implementation of the printing service, mail handling or scanning service, to which the Client hereby agrees.
- 15.6. For violation of the processing rules set forth in this clause, the Client may request GW Flex to pay a contractual penalty equal to one month's Net Fee, for all violations. In this regard, the Parties exclude the possibility of claiming from GW Flex by the Client compensation exceeding the amount of liquidated damages.

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 CLAUSE

- 17.1. GW Flex announces that the corporate group of which GW Flex is a part (the Globalworth Group) has adopted a Code of Conduct, available at <https://www.globalworth.com/about-us/code-of-conduct/>, through which it promotes the highest standards of ethical behavior and the importance and benefits of maintaining high environmental and sustainability standards. GW Flex expects each business partner with whom GW Flex enters into or maintains a business relationship to conduct its business in accordance with the values expressed in the Code of Conduct.
- 17.2. Bearing in mind the provisions of clause 17.1, the Client declares that neither it nor any entity or person representing the Client or acting on behalf of the Client undertakes and undertakes not to undertake - throughout the period of cooperation between the Parties, including the term of this Agreement - any practices, both direct and indirect, which may violate Polish, European, American or British regulations regarding the prevention of corruption, money laundering or financing of terrorism.
- 17.3. Client represents that, to the best of Client's knowledge, as of the date of this Agreement, neither Client nor any entity or person representing Client or acting on Client's behalf has been subject to economic or trade sanctions or other restrictive measures imposed by: (i) the European Union, (ii) any Member State, (iii) the United Kingdom, (iv) the United States, (v) the United Nations or (vi) the World Bank Group. In addition, the Client declares that it is not affiliated with any entities on which the sanctions or restrictive measures indicated in the preceding sentence have been imposed.
- 17.4. The Client agrees to inform GW Flex, of any violation of the provisions of clause 17.2 or clause 17.3, and in the event that GW Flex decides to conduct an investigation, the Client agrees to fully cooperate and provide assistance to GW Flex until such investigation is completed.
- 17.5. In the event of a breach of any of the provisions of this clause 17, GW Flex reserves the right to terminate this Agreement with immediate effect by 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 be made in writing or in an electronic form within the meaning of Article 78¹ of the Civil Code under pain of nullity, subject to the following sentence. In the case of an Agreement, concluded for a definite period, however, not exceeding 12 months, it shall be permissible to conclude it or to conclude an annex to it in documentary form (forma dokumentowa), but only if the following conditions are met:

- 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.