# GW FLEX DESKS AND OFFICE SPACE REGULATIONS ("REGULATIONS")

# 1. GENERAL PROVISIONS

- 1.1. These Regulations specify the terms and conditions for the use of the Desks and Office Space by Clients.
- 1.2. The Regulations are general in nature, the same for all clients of Hot Desks and Dedicated Desks owned by GW Flex.
- 1.3. All capitalized terms in these Regulations shall have the meaning assigned to them in the Agreement for the Provision of Business Services ("Agreement") or described in the definitions hereinbelow.
- 1.4. GW Flex Office Space is divided into the following zones:
  - a) serviced offices zone,
  - b) conference room zone,
  - c) hot desk zone,
  - d) reception,
  - e) common parts including a chillout zone, kitchens, refreshment and sanitary facilities.

# 2. RULES FOR THE USE OF THE DESKS AND PARKING SPACES

### 2.1. ACCESS TO THE DESKS

- 2.1.1. Client is entitled to use the Desks 24 hours a day, 7 days a week, whereas the Dedicated Desks and Parking Spaces shall be used on an exclusive basis, and the Hot Desks shall be used on a non-exclusive basis, i.e. depending on availability. GW Flex shall not be liable for the inability to use a Hot Desk due to unavailability of spaces.
- 2.1.2. During reception opening hours access to the Office Space is always possible through the main entrance. Outside reception opening hours access to the Office Space can only be gained by Users holding active access cards or application, and the entrance method depends on the Building safety system.
- 2.1.3. Client shall obtain access authorization to the Office Space and Parking Spaces, enabling entry thereto.

  Personal access cards will be issued in an amount corresponding to the number of Users. Access to the

  Desks, the Office Space and Parking Spaces can be gained by authorized Users or Clients' Visitors.
- 2.1.4. Client is obliged to provide GW Flex staff with a list of Users and inform GW Flex on a case-by-case basis of any changes in this respect. Further, the Client is obliged to indicate one or several persons authorized to provide an up-to-date list of Users, and to report Visitors.
- 2.1.5. The list of Users will only include Client's employees or representatives or third parties using the Desks in connection with the business activity conducted by the Client, provided that such use will comply with the Services and the terms and conditions of this Agreement.
- 2.1.6. Users are obliged to protect access cards they receive against loss, damage or unauthorized access. If any access card is lost or damaged, Client will be charged a fee in accordance with the Price List of Additional Services.
- 2.1.7. If Client ends its cooperation with User, a person authorized by Client is obliged to immediately inform GW Flex personnel thereof, in order to deactivate such User's access card.
- 2.1.8. The Client's access to the Parking Spaces is either exclusive or non-exclusive (as indicated in the Detailed Part of the Agreement). In the case of non-exclusive access to Parking Spaces, Client will be able to use the

Parking Spaces within the vacant spaces. GW Flex shall not be responsible for the inability to use the Parking Spaces in such case due to the lack of free Parking Spaces.

#### 2.2. RULES FOR HOT DESKS AND MEETING ROOMS RESERVATIONS IN THE BUSINESS PACKAGE SERVICE

- 2.1. In the service of Business Package GW Flex allows Users to make inquiries about the reservation of Hot-Desk or conference room by phone or by email (data indicated each time in the Detailed Part of the Agreement). Submission of reservation inquiries can be made no later than 3 working days before the planned date covered by the reservation. In the reservation inquiry, the Client indicates the date covered by the inquiry, i.e. the day(s) and hours, as well as the expected number of Guests (in the case of a request for a conference room). GW Flex does not guarantee that the conference room will be available on the date covered by the reservation inquiry. If the conference room is unavailable on the date resulting from the booking request, GW Flex will inform the Client and offer alternative dates on which the conference room will be available. GW Flex does not bear any responsibility in connection with the possible unavailability of the conference room on the date covered by the reservation request and for the Customer's damages related to it.
- 2.2. The booking of a Hot-Desk or conference room will be confirmed by GW Flex in an e-mail correspondence.

### 2.3. USE OF THE DESKS

- 2.3.1. Client undertakes that the Desks and Common Areas shall be used simultaneously by the maximum number of Users indicated in the Detailed Part of the Agreement. If the maximum number of Users simultaneously using the Desks or Office Space is exceeded, Client will be obliged to pay a contractual penalty of PLN 500 for each additional User using the Desks or Office Space during the day. GW Flex shall be entitled to count an appropriate part of the Deposit towards the contractual penalty charged, to which Client consents.
- 2.3.2. Client shall not cause any damage or deterioration of the condition of the Desks, the Office Space, Parking Spaces or any other parts of the Building, subject to wear and tear due to normal use. Client is obliged to immediately inform GW Flex of any defects, inconveniences, suspected breaches of law and other significant events that may affect the use of the Desks, the Office Space, Parking Spaces or the Building, and the performance of the Agreement by the Parties.
- 2.3.3. Client shall not make any changes or modifications of the Desks and Parking Spaces, without prior written consent of GW Flex. Client may inform GW Flex of a need to make modifications of the Desks or Parking Spaces on a case-by-case basis and GW Flex shall be entitled to decide whether such modification is purposeful. After GW Flex makes a decision on modification of the Desks or Parking Spaces GW Flex shall provide Client with a preliminary cost estimate of such modification and after Client's acceptance GW Flex shall make the modification at the Client's exclusive cost. The cost of such modification may differ from the cost indicated in the cost estimate to which Client hereby consents.
- 2.3.4. Client is not entitled to install on the Desk any non-standard electrical devices, i.e., heating devices, coffee makers, devices used to prepare meals, etc.
- 2.3.5. Client is not entitled to use in the Office Space any devices which cause disruptions in operation of devices of other users of the Offices, the Desks, the Office Space or the Building.
- 2.3.6. Client is obliged to immediately notify GW Flex staff of each failure of the devices installed in the Office Space.
- 2.3.7. Client shall use the Desks and the Office Space in a manner consistent with the generally applicable regulations (including occupational health and safety and fire protection regulations) and consistent with the principles of social coexistence, without causing excessive nuisance for other clients and users of the Office Space.
- 2.3.8. While using the Internet Client shall observe the applicable provisions of law, and in particular (but not exclusively):

- it shall not use the Internet in order to search for or disseminate any content contrary to the applicable provisions of law,
- it shall not be allowed to illegally download, multiply, disseminate or share copyrighted materials and otherwise breach the copyright law.
- 2.3.9. Client is responsible for ensuring appropriate security of its property, including locking the Desk and cabinets. Client shall immediately notify GW Flex staff of any trespassing situation. GW Flex shall not be responsible for Client's property left by Client in the Office Space or in any part of the Building.
- 2.3.10. The Desks and the Office Space shall be cleaned on a daily basis by the cleaning service. If Client does not want its Desk to be cleaned, Client is obliged to notify GW Flex personnel thereof and indicate the period in which its Desk is to be omitted when cleaning (this only applies to Dedicated Desks).

# 3. RULES FOR THE USE OF THE OFFICE SPACE

### 3.1. GENERAL PRINCIPLES

- 3.1.1. The reception is open from Monday to Friday in business hours, on days other than statutory non-working days. The Price List of Additional Services shall be available for Clients at the reception. In addition, the Client has access to the Price List for Additional Services in the online version at the address indicated in Schedule 4 to the Agreement.
- 3.1.2. Client shall be entitled to use the Office Space on a non-exclusive basis, including kitchen equipment and groceries provided for clients using the Office Space by GW Flex (coffee, tea, water, etc.) and reception and cleaning service support as well as restrooms, while maintaining their cleanliness, in particular respecting the rights of other clients and users to use such spaces.
- 3.1.3. Client is entitled to use any services available in accordance with the Price List of Additional Services available at any time at the reception.
- 3.1.4. GW Flex is entitled to provide Client with additional services either by itself or through a third party.
- 3.1.5. Client is not allowed to bring into the Building and the Office Space and store or use therein any hazardous or toxic materials or substances, or any other materials or substances which require special storage conditions.
- 3.1.6. Client shall be liable for any damage caused by any pets accompanying him in the Office Space, whereas such animals must have undergone necessary vaccinations and must always be on leash as well as have muzzle on.
- 3.1.7. If the Office Space is left in an above-standard untidy condition requiring additional cleaning, Client shall pay to GW Flex an additional fee of PLN 1,500 for each instance.
- 3.1.8. Client does not have the right to use any photos of the Office Space in any promotional materials or for any other purposes without express consent of GW Flex in writing, otherwise being null and void. Client does not have the right to use the name, logo or trademark of GW Flex in connection with the Client's activities without express consent of GW Flex in writing, otherwise being null and void.
- 3.1.9. GW Flex has no control over activities taken by other clients and is not responsible therefor. In the event of any dispute between the Client and any other client or third parties, GW Flex is not obliged to participate in such dispute or take any other steps to resolve such dispute.
- 3.1.10. GW Flex is not responsible for any interruptions in the supply or operation of Services provided by utilities or service providers.

### 3.2. RULES FOR THE USE OF CONFERENCE ROOMS

- 3.2.1. Client shall be entitled to use conference rooms located in the Office Space, after reservation of a conference room through GW Flex personnel or using a dedicated IT system (if made available by GW Flex).

  GW Flex does not guarantee availability of conference rooms at the time selected by the Client.
- 3.2.2. If the Detailed Part of the Agreement states that within the Fee the Client has the right to use conference rooms for a specified amount of hours, any exceedance of such limit will result in an additional fee being charged by GW Flex for each hour above the indicated limit, in accordance with the Price List of Additional Services. Any hours not used in any month shall not increase the pool of hours within the limit available in the next months.
- 3.2.3. If the Detailed Part of the Agreement does not state that within the Fee the Client has the right to use conference rooms for a specified amount of hours, Client will be able to use conference rooms against payment, in accordance with the Price List of Additional Services.
- 3.2.4. Conference rooms are intended to hold meetings. They cannot be used by Users as additional work stations.
- 3.2.5. Conference rooms are equipped with conference tables, chairs and additional equipment. The conference room equipment may differ depending on the location of the office of GW Flex.
- 3.2.6. Conference rooms may only be used after prior reservation through GW Flex personnel and confirmation by GW Flex staff of availability of the conference room at a given time. Client acknowledges that conference rooms may be unavailable at the time for which it would like to reserve them and shall not have any claims against GW Flex in this respect.
- 3.2.7. As part of additional services Client may use an opportunity to organize, during a meeting held in a conference room, a coffee break or order catering for people participating in the meeting, in accordance with the Price List of Additional Services or in accordance with arrangements made with GW Flex personnel with respect to catering services.
- 3.2.8. After using a conference room User is obliged to leave it in order, and in particular to remove any documents and personal items. If a conference room is left in an above-standard untidy condition requiring additional cleaning, Client shall pay to GW Flex an additional fee of PLN 1,500 for each instance.
- 3.2.9. If despite a reservation User does not start using a conference room within 20 minutes, GW Flex may cancel the reservation. In such case the Client will not have any claims against GW Flex.
- 3.2.10. All fees related to the use of conference rooms by the Client are indicated in the Price List of Additional Services.

### 3.3. RULES FOR THE USE OF KITCHENS

- 3.3.1. Kitchens in the GW Flex Office Space are equipped with coffee makers, refrigerators, microwaves, dishwashers and water distributors. Users of the Office are free to use equipment according to its permitted use. Any missing groceries in the kitchens will be supplied by GW Flex staff.
- 3.3.2. Users can also use kitchen utensils such as cups, glasses, cutlery, plates, etc.
- 3.3.3. Client is obliged to immediately notify GW Flex personnel of any defects of the kitchen equipment or the need to provide groceries.

### 3.4. RULES FOR THE USE OF SPACES INTENDED TO MAKE TELEPHONE CALLS - TELEPHONE BOOTHS

3.4.1. In the Office Space there are dedicated spaces for Users to make telephone calls.

3.4.2. The places referred to in point 3.4.1. above are only intended for Users to make telephone calls. It is forbidden to use such spaces in order to work or meet with Visitors. If Users use such spaces contrary to their permitted use, GW Flex staff shall be entitled to ask such Users to leave them.

### 3.5. VISITOR ACCESS RULES

- 3.5.1. Client is entitled to allow Visitors to enter the Office Space. If Visitors are to stay in the Office Space longer than 3 hours during the day, Client is obliged to use conference rooms throughout the duration of the Visitors' stay therein. If Client expects that on any day the number of Visitors is going to exceed 5 persons, the Client is obliged to notify the Ordering Party thereof by at least 3 days' prior notice.
- 3.5.2. Client is obliged to inform GW Flex staff of any planned visits of its Visitors and provide their data for registration purposes at least one day before the planned meeting.
- 3.5.3. After the entry to the Office Space each Visitors is obliged to register their data in GW Flex system.
- 3.5.4. Children are allowed in the Office Space only in the chillout zone and only under supervision of a parent, legal guardian or another adult who is responsible for the safety of the child. However, if children staying in the Office Space behave in a manner making it difficult for clients to work in peace, GW Flex staff shall ask the guardian of such children to leave the Office Space.
- 3.5.5. Client shall be responsible for any damage or destruction of the Office Space by Visitors.
- 3.5.6. Users are forbidden to allow any persons who have not been previously reported to GW Flex personnel to enter the Office Space.

# 4. FINAL PROVISIONS

- 4.1. If any provision of the Regulations or the Agreement is considered to be invalid, ineffective or unenforceable, in whole or in part, this shall not affect the validity, effectiveness or enforceability of the remaining provisions of the Regulations or the Agreement. Ineffective or missing provisions shall be replaced by relevant statutory regulations or, if there are no such regulation, by provisions which reflect the meaning and purpose of the invalid provision.
- 4.2. The Regulations enter into force on 1 June 2024.