

MIND DOCK**TERMS AND CONDITIONS OF USE OF THE COWORKING SPACE****1. Definitions**

In these Terms and Conditions, the following expressions shall mean:

“Administrator” - Stocznia Cesarska Management sp. z o.o.

“Office Supplies” - office supplies made available to Tenants for use in the Coworking Space.

“Building” - the “Dyrekcja” building, located in Gdańsk at ul. Doki 1 on the Property, intended for office and service use, together with technical installations and equipment.

“Day” - 24 hours from the start time of use of the Leased Space as indicated in the booking.

“Price List” - the list of prices for renting the space and for other Services set by the Administrator.

“Visitors” - persons visiting the Tenants on the premises.

“User” - the Tenant, its Visitors, employees, co-workers, customers, contractors, subtenants, as well as any other persons entering the Building.

“Tenant” - the entity with which the Lessor has made an Agreement.

“Coworking Space” - a part of the Building intended for shared use by the Tenants, with designated Work Spots.

“Leased Space” - the Work Spot leased out to the Tenant under the Agreement;

“Reception Desk” - reception desk of the Building.

“Terms and Conditions” - these terms and conditions of the coworking space

“Conference Room” - a conference room located in the Building made available to the Tenants for a fee after prior booking.

“Network” - a wifi network made available to the Tenant in the Building, available after logging in.

“Office Equipment” - printer, scanner, photocopier. Neither the Administrator, nor the Lessor shall be responsible for fault-free operation of the Office Equipment.

“Work Spot” - a work spot made available to the Tenant in accordance with an order; the basic work spots are desks made available as hot desks; on the basis of an order accepted by the Administrator it is also possible to use a dedicated work spot (a desk) or separate office space.

“Agreement” - lease agreement for a part of the Coworking Space.

“Services” - services indicated in paragraph 5 of these Terms and Conditions.

“Lessor” - Stocznia Cesarska Development sp. z o.o. with its registered office in Gdańsk.

2. GENERAL PROVISIONS

2.1. These Terms and Conditions set out the rules of lease of the Coworking Space and the use of the Services provided by the Administrator to the Tenants.

- 2.2. By entering into the Agreement the Tenant confirms having read and accepted these Terms and Conditions, the Rules of Use of the Dyrekcja Building and the Rules of Use of the Parking.

3. Reception Desk

- 3.1. As part of the use of the Coworking Area, the Administrator will enable the Tenants to use the services of the Reception Desk, which will operate on business days from 8.00 to 18.00.
- 3.2. Reception Desk services shall include administrating the Coworking Space; supporting the use of Office Equipment and the Network; receiving Tenants and Visitors and directing Visitors to the Conference Room for prearranged meetings with a Tenant, and Community Manager support in
- Organization of onsite events,
 - Social Media Management,
 - Stock management
 - Taking care of incoming and outgoing mail
 - With Zappfloor platform (meeting rooms, parking, invoicing)
 - Administrative support of customers
- 3.3. If ordered, Reception Desk services may also include collecting correspondence other than court or administrative correspondence. Neither the Administrator nor the Lessor shall be liable for any court or administrative correspondence sent to the Building address, or for delivering it to the Tenant.
- 3.4. The received correspondence shall be deposited in the Tenant's mailbox. Any correspondence that does not fit into the mailbox shall be deposited at the Reception Desk, and the Tenant shall be notified thereof via email or telephone, however if there is any delay in the expected delivery or receipt of a parcel or arrival notification, the Tenant itself shall also verify whether correspondence has arrived. The Tenant may not order the Reception Desk to collect parcels. The maximum size for parcels collected by the Reception Desk is 60cm/60cm/60cm.

4. Services

- 4.1. Depending on the Service package ordered, the Services may include:
- 4.1.1. access to the Coworking Space and the possibility to use the Work Spot to the extent provided in the order;
 - 4.1.2. the possibility to use the Reception Desk
 - 4.1.3. the possibility to use silent capsules, the terrace, the banquet area and the relaxation zone to the extent previously agreed with the Administrator
 - 4.1.4. access to the Conference Room upon prior confirmation of availability with the Administrator and to the extent provided in the order accepted by the Administrator
 - 4.1.5. the possibility to share the kitchen, equipment and food (water, coffee, tea, fruit) located in the kitchen as well as Office Supplies, Networks and Office Equipment provided in the Coworking Space; access to the press and literature provided by the Administrator as well as bathrooms and sanitary fixtures
 - 4.1.6. the possibility to use lockers; however, the lockers are not monitored by the Administrator or the Lessor, and any objects shall be deposited in the lockers at the depositor's risk; significant amounts of money or valuable items whose value exceeds PLN 1.000,- (one thousand), including jewelry, works of art, etc., shall not be brought into the Coworking Space, nor deposited in the lockers; if items deposited in the locker are not collected within 24 hours after the expiry of the

Agreement, the items deposited in the locker shall be deemed abandoned, and the Administrator may transfer them to or store them at the cost and risk of the Tenant or manage them at their discretion

- 4.2. paper for Office Equipment available in the Coworking Space may be used only to print materials using Office Equipment provided by the Administrator in the Coworking Space and to the extent provided in the Office Equipment terms of use.
- 4.3. the Tenant is entitled to print out or make A4 photocopies of up to 20 black-and-white pages and 20 colored pages and A3 print outs or photocopies of up to 20, black-and-white pages and 10 colored pages per Day.
- 4.4. Printing out or photocopying a greater number of pages is subject to a charge and shall be agreed with the Administrator beforehand.

5. Network

- 5.1. The Administrator shall enable Tenants to use high-speed Internet connection, however, since the Administrator is not the Internet connection provider, the Administrator shall not be liable for connection bandwidth or speed, nor for its performance. TASK is the current Internet connection provider.
- 5.2. The Network may not be used for purposes that violate applicable laws or in violation of the rights of the Administrator or any third parties, nor may the Network be used for purposes not related to ordinary use for office purposes, in particular to download or upload entertainment content (games, films, etc.) as well as large files whose size exceeds 2GB.
- 5.3. If these provisions are violated, the Administrator may immediately block the violator's access to the Network. The Administrator shall not be liable for any effects of imposing such a blockade, and imposing the blockade shall not release the Tenant from the obligation to pay the rent and other fees for using the Coworking Space. The User shall be fully liable for any violations of law associated to their use of the Network and shall indemnify the Administrator and the Lessor against any liability or cost they may incur in this regard.

6. Parking

- 6.1. The Administrator shall enable Tenants to use the car park and bicycle rack, subject to availability of parking spaces and under the Rules of Use of the Parking.

7. Booking and entering into agreement

- 7.1. The Agreement is entered into by placing a lease order for a part of the Coworking Space as indicated in the order and/or specific Services via the ZappfloorHQ application.
- 7.2. In the order, the Tenant shall indicate the space or Service ordered and provide any data necessary to identify the booking party and issue an invoice by the Administrator.
- 7.3. The Administrator reserves the right to cancel the booking at any time without providing any reason.

8. Prices and payments

- 8.1. The prices and details regarding payment for Services are set out in the Price List. The amounts set out in the Price List shall be increased by VAT at the rate resulting from the applicable law.
- 8.2. Payments under this Agreement may be made via wire transfer or payment card. Payments shall be made in advance or, for any Services not included in the purchased package, on the day of using such Services.

- 8.3. Receipts or invoices for the Services performed shall be issued in the PDF format automatically after the payment is made.
- 8.4. The Tenant shall not have the right to refuse or postpone any payment under the Agreement due to the Tenant having any objections regarding the performance of the Agreement.

9. Use of the Coworking Space

- 9.1. The Coworking Space may be used 24 hours a day.
- 9.2. The Leased Space may be used from the start time of use of the Leased Space until the end of the last Day of use of the Leased Space as indicated in the booking.
- 9.3. On days that are not public holidays or bank holidays, as well as after working hours of the Reception Desk, the scope of services provided may be subject to limitations.
- 9.4. The use of the Coworking Space on public holidays or bank holidays will be possible on terms determined each time by the Administrator and taking into account any limitations introduced by the Administrator on the provision of the Services.
- 9.5. The Tenant shall use the Coworking Space for the purposes consistent with its intended use, the scope of the Agreement and the Administrator's instructions, with respect for other Users, in a manner that does not cause any difficulties for the Lessor, other tenants or third parties, and shall not generate an excess of effluvioms, including in particular excessive emissions of noise, smells and vibrations, nor shall hinder the use of common areas, passages or roads by the Lessor, other tenants or any third party.
- 9.6. In the event of the Tenant, its representative or employee generating an excess of effluvioms, occupying part of the Common Areas of the Property or hindering the use of the Common Areas of the Property by the Lessor, other tenants or any third party, in particular by blocking passages or roads, the Tenant shall be obliged to pay the Lessor a contractual penalty amounting to 100 PLN for each case of such breach.
- 9.7. It is forbidden to consume alcohol or intoxicants, hallucinogens, "boosters", as well as to be under the influence of alcohol or the above-mentioned substances in the Coworking Space. Smoking (including e-cigarettes) is only permitted in places specifically designated for this purpose.
- 9.8. The Tenant confirms that they are aware that the Building has been entered in the register of historic monuments.
- 9.9. The Tenant shall be liable to the Administrator, the Lessor and third parties for any damage caused by the activities of the Tenant, its Visitors, representatives, subtenants or employees, and in particular for any damage resulting from non-compliance with any of the provisions of the Agreement or the law, and shall be obliged to fully repair such damage and reimburse the related costs. In the event of any third party making any claim against the Administrator or the Lessor as a result of the activities of the Tenant, the Tenant shall be obliged to hold the Administrator or the Lessor harmless and relieve the Lessor of any liability and reimburse the Administrator or the Lessor the amount equivalent to any claim settled by any of them together with all and any other costs connected thereto.
- 9.10. In the event of a delay in payment of any invoice or breach of the Agreement or these Terms and Conditions, the Administrator shall be entitled to block the Tenant's access to the Coworking Space or suspend the provision of the Services. In such an event the Tenant shall secure at its own risk and expense all and any equipment, appliances, things and data that might be damaged by such suspending of provision of the Services or blocking of the access, and shall carry out all and any other actions required

for preventing any damage that may be caused by the suspension of the provision of the Services or blocking of the access to the Coworking Space.

- 9.11. Neither the Administrator nor the Lessor shall be liable for any damage resulting from the suspension of provision of the Services or from the blocking of access to the Coworking Space resulting from the lack of timely payment of any amounts due to the Administrator or the Lessor.
- 9.12. The Tenant is not entitled to sublease or make the whole or a part of the Leased Space available for use to any third parties or to assign the whole or a part of the Agreement to a third party, as well as to transfer any access devices to the Coworking Space or access codes to the Network without the prior written consent of the Administrator.
- 9.13. The Tenant is obliged to adequately protect its business secrets and data subject to legal protection, as well as refrain from violating the business secrets of the Administrator, the Lessor or the Users, as well as other data subject to legal protection concerning these entities, as well as refrain from taking recordings or photos that may violate the interests of the above-mentioned entities, making teleconferences in a manner that violates the interests or the right to privacy of the above-mentioned persons, as well as refrain from disseminating information or opinions obtained during the implementation of the Agreement that may violate the interests of the above-mentioned entities.
- 9.14. In the event of any objections regarding the condition of the Leased Space, the Tenant is obliged to report them before using the Leased Space. In the absence of such objections, the Leased Space shall be deemed to have been made available without any damage.
- 9.15. The Tenant is obliged to redress any damage or repair any breakdowns caused by the Tenant, its Visitors, representatives, employees, and/or invitees without delay and at its own cost and responsibility. In the event of the Tenant failing to perform this obligation without delay, the Lessor shall be entitled to carry out the necessary actions at the Tenant's cost and risk.
- 9.16. The Tenant shall not make any changes to the Coworking Space without a prior written consent of the Administrator.
- 9.17. It is forbidden to copy or make spare keys or access cards. In the event of losing a key or access card, the Tenant shall be obliged to bear the costs of making a copy of the key or card in accordance with the Price List.
- 9.18. In the event of a breach of the provisions of this paragraph, the Tenant shall be obliged to pay the Administrator a contractual penalty in the amount of 1000 PLN for each case of such breach.

10. Suspension of Services and termination of the Agreement

- 10.1. The Lessor may suspend the provision of Services or terminate the Agreement with immediate effect in the event of a breach by the Tenant of its obligations under the Agreement, and in particular in the event of delay or refusal of payment, breach of the provision of paragraph 9 above, breach of these Terms and Conditions, violation of the principles of social coexistence towards the Administrator, the Lessor or other Users, taking actions threatening the safety of persons or property.

11. Final provisions

- 11.1. The Tenant is responsible for securing adequately any movable property, means of payment and data brought into the Building.
- 11.2. Neither the Administrator nor the Lessor shall be liable for interruptions in the operation of the Network or in the supply of utilities, for failure to perform their obligations under the Agreement or under the law, if the Tenant or a third party is responsible for this or if it is caused by force majeure, nor shall they bear any liability for the security of the property of the Tenant, its representatives, employees or persons visiting the Tenant. Neither the Administrator nor the Lessor shall be liable towards the Tenant, Tenant's

representatives, employees and/or persons visiting the Tenant for any damage, including damage to the property, unless the damage is caused by a willful act of the Lessor or of the Administrator.

- 11.3. The liability of the Administrator and the Lessor is limited to damage caused by their intentional fault. The liability of the Administrator and the Lessor for any damage shall be limited for each case and for all cases jointly to 1000 PLN.
- 11.4. The liability of the Lessor for all and any damage shall be limited to actual harm and shall not cover any loss of profits.
- 11.5. In the event of damage exceeding the amount of contractual penalties, the party seeking to enforce a contractual penalty shall be entitled to seek supplementary compensation under applicable provisions of law.
- 11.6. The Administrator may amend the Terms and Conditions and the Price List at any time, in which case the Tenant shall be entitled to terminate the Agreement on the day of entry into force of any such amendments.
- 11.7. These Terms and Conditions and the Agreements shall be governed by Polish law. Any disputes related to the Agreement shall be brought by the parties for resolution before a court of law having jurisdiction over the location of the Building.

12. Pets

- 12.1. The Coworking Space is a pet-friendly place, subject to restrictions arising from the Rules of Use of Dyrekcja Building and the need to maintain the health and safety of Users and the comfort of their stay in the Building.
- 12.2. Upon prior consent of the Administrator given in writing or via email, domestic pets (dogs, cats, other small domestic pets) are allowed to be brought to the Coworking Space. However, it is not allowed to bring to the Coworking Space any pets that are dangerous, aggressive, noisy or foul the Coworking Space or to leave pets without proper supervision. Any person who brings a pet to the Coworking Space is obliged to remove the pet from the Coworking Space at every request of the Administrator.
- 12.3. Any person who brings a pet to the Coworking Space shall be liable for any damage caused by the pet and is obliged to clean up after the pet. The Administrator may introduce additional fees for allowing pets in the Coworking Space.
- 12.4. Neither the Administrator nor the Lessor shall be liable for any consequences of the presence of pets in the Coworking Space.