

***Appendix No. 2
to the Regulations for the Coworking Space
in PPNT Gdynia***

**COWORKING SPACE LEASE AGREEMENT
IN THE POMERANIAN SCIENCE AND TECHNOLOGY PARK GDYNIA**

No.

concluded in Gdynia on between:

Gdynia Municipality with its registered office in Gdynia (81-382) at Al. Marszałka Piłsudskiego 52/54, NIP 5862312326, represented by Anna BORKOWSKA - director or Anna KAWA - deputy director of the budget unit Pomermanian Science and Technology Park Gdynia, with its registered office in Gdynia (81-451) at Al. Zwycięstwa 96/98, on the basis of granted powers of attorney, hereinafter referred to as PPNT Gdynia,

/the representative has been individualized upon placing their handwritten signature under the Agreement/

and

Mrs./Mr. residing at,
....., NIP....., conducting business activity, entered into
the Central Register and Information on Business Activity/National Court Register under
number, hereinafter referred to as the **User**,

jointly referred to as the Parties.

§1

Subject and term of the Agreement

1. The subject of the Agreement is the lease of a workstation in the Coworking space, as part of the purchased Package.

2. The User declares that:

1) he/she is entering into this Agreement as an entrepreneur, and this activity is directly related to his/her business or professional activity, he/she is entering into this Agreement as a natural person,

2) he/she has read the Coworking Space Regulations and the Package Price List, available on the website: <https://ppnt.pl>, and in the case of entering into the Agreement as a natural person, provided in the form of a printout,

3) will use the subject of the lease on the terms and conditions specified in the Coworking Space Regulations and pay the fees specified in the Package Price List.

3. The Agreement is concluded for a period of 12 months, counting from the date of its signing by both Parties.

§2 Payments

1. Signing the Agreement involves the obligation to purchase the Package, in accordance with the Package Price List, within a maximum of 7 days from the date of its signing. On the date of conclusion of this Agreement, it is assumed that the 160h Package, valid for 6 months, is purchased. The User has the right, without additional charges, to pay for another Package of their choice within 7 days from the date of signing the Agreement.

2. The condition for using the Coworking space, including the workstation, is the payment of the fee, hereinafter referred to as the Package fee, and crediting of the funds to the PPNT Gdynia bank account, within the period preceding use.

3. Payments will be made in advance by bank transfer to the PPNT Gdynia bank account No. **46 1440 1084 0000 0000 0359 2747**.

4. VAT invoices for the lease will be issued within 7 business days from the receipt of funds to the PPNT Gdynia bank account.

5. The User has the option to continue working in the Coworking space after using the hours they are entitled to within the purchased Package or after its validity has expired. Continuing to use the Coworking space is understood that the User places an order to purchase another Package and is obliged to pay for it within 7 business days at the latest.

6. It is assumed that the next Package started is identical to the previously purchased one, unless the User submits a written request (via e-mail) to change the conditions before the start of the next Package.

7. In the event of failure to do so within the time limit referred to in par. 6, the User will be blocked from further use of the Coworking space until the full amount of the package fee has been paid. Failure to pay the fee entitles PPNT Gdynia to claim payment of the entire package fee in accordance with par. 6 and terminate the Agreement upon expiry of the Package validity period.

8. The User is not entitled to a refund for hours unused during the term of the Agreement or before the end of the Package validity period.

9. In the event of signing another Agreement within 7 days of the end of the previous one, the unused hours in the Packages are transferred to the period of the next Agreement until the end of the validity of the purchased Package.

10. In the event of a delay in paying the fee specified in paragraph 5, the User will be charged statutory interest for each day of delay.

11. Upon conclusion of this Agreement, the User is provided with an Access Control Card. In the event of loss or damage to the access control cards, the User will be charged a contractual penalty of PLN 35 for each of the cards issued to the User.

§3

Fire regulations and other regulations of PPNT Gdynia

The User declares that before signing this Agreement, he/she has read:

- 1) the Regulations of the Coworking space in PPNT Gdynia and accepts its provisions,
- 2) fire regulations applicable in the Coworking space,
- 3) provisions regarding video monitoring and use of the Internet available on the website ppnt.pl

§4

Liability

1. PPNT Gdynia shall not be liable for items belonging to the User left in the Coworking space.

2. The User shall be liable to PPNT Gdynia for any damage and loss resulting from improper use of the workstation and office infrastructure, also by Co-workers in the Coworking space and Guests/Clients.

3. In the event of finding the above damage, PPNT Gdynia shall create appropriate documentation together with a repair cost estimate, then carry out repairs in accordance with the cost estimate, a copy of which shall be sent to the User's address indicated in the Agreement. The User shall cover the full costs of removing the damage within 14 days from the date of delivery of the debit note.

4. The User undertakes to collect all items left within a period not longer than 7 days from the end of the agreement. After this deadline, if the User fails to comply with the request sent to

the e-mail address provided in the application form, the User authorizes PPNT Gdynia to dispose of them and to charge him/her for the costs incurred in connection with the disposal.

§5

Termination of the Agreement

1. The Agreement may be terminated by either Party with a two-week notice period.
2. PPNT Gdynia reserves the right to monitor and verify the progress of work on the development of the product and/or service indicated by the User in the application form and to ask the User for other data necessary for statistical purposes. In the event of the User's refusal to provide information enabling monitoring and verification of the progress of work, PPNT Gdynia may terminate the Lease Agreement with effect at the end of the calendar month, with a two-week notice period.
3. PPNT Gdynia reserves the right to terminate the Agreement immediately in the following cases:
 - 1) the User is in arrears with any payments resulting from the Agreement,
 - 2) the User, or the User's Associates, violate the provisions of the Agreement and the Coworking Space Regulations,
 - 3) the User, or the User's Associates act to the detriment of PPNT Gdynia or other PPNT Partners operating in PPNT and to the detriment of the image of PPNT after a prior request to cease the violations or to repair the damage.
4. In the event of changes to the Coworking Space Regulations, including the Package Price List constituting Annex No. 1 to the Regulations, in accordance with the provisions of §6 section 2 and 3. The User has the right to submit a declaration of termination of the Agreement.
5. Termination of the Agreement is submitted electronically to the address coworking@ppnt.pl, within 14 days from the date of receipt of information about the change. The Agreement shall be terminated when the User uses the last hour of the Package purchased before the change of the "Package Price List".
6. In the event of termination of the Agreement, the paid package fee shall not be refundable.
7. In the event of termination of the Agreement for any of the reasons indicated in paragraph 3, points 1-3, the User shall be able to re-enter into the Coworking Space Lease Agreement no earlier than after 12 months, counted from the date of termination of the Agreement.

§6 Final provisions

1. Any changes, additions or termination of the Agreement must be made in writing under penalty of nullity.
2. The provisions of paragraph 1 do not apply to changes to the Coworking Space Regulations (including the Package Price List, which constitutes Annex No. 1 to the Regulations).
3. To change the Regulations, it is sufficient to notify the User, by e-mail to the address indicated by the User in the Coworking Space Application Form, about the change and to place the new regulations on the ppnt.pl website, and in the case of concluding the Agreement as a natural person, in the form of a printout. If the new Regulations are placed on another website, PPNT Gdynia is obliged to provide a link to its location in the notification of the change.
4. In the event of changes to the Package Price List, the fees in the new amounts are charged for Packages purchased after the changes to the Regulations have entered into force.
5. In matters not regulated by this Agreement, the generally applicable provisions of law, including the provisions of the Civil Code shall apply.
6. The Parties will strive to resolve the dispute amicably, i.e. through negotiations and agreement. In the event that amicable resolution of the dispute is impossible, the exclusive court competent to hear disputes arising from this Agreement shall be the court competent for the seat of PPNT Gdynia. 7. The Agreement has been drawn up in two identical copies, one for each Party.

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Pomorski Park Naukowo-
Technologiczny Gdynia
**Pomeranian Science and Technology
Park Gdynia**

.....
User

CONSENT TO PUBLICATION/SHARING OF IMAGE

I hereby consent/do not consent ☐ to the use of my image by publishing it on the website of the Pomeranian Science and Technology Park Gdynia, via social media such as Facebook, Instagram and similar portals, use in printed materials in connection with promotional and information activities conducted by the Pomeranian Science and Technology Park Gdynia - a budget unit of the Municipality of the City of Gdynia as the Personal Data Administrator, with its registered office at al. Zwycięstwa 96/98, 81-451 Gdynia, within the meaning of the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council. Details in the information clause.

I have read the information clause regarding the processing of personal data by PPNT Gdynia located in the Application Form.

.....
(place, date)

.....
(legible signature)