

# USER AGREEMENT

## SPACE OPERATORS

### In this part you'll learn that:

- In this agreement we use defined terms: ShareSpace, Operator, Platform, Listing, Client, Registration, Booking, Office Deal. They are capitalised in the text of the agreement.
- By teaming with us you'll gain access to the ShareSpace platform and you'll be able to publish listings for your offices, desks, and conference rooms.
- Registration on the platform is free.
- "Signing" of this agreement takes place when you register on the platform, accept the T&Cs, and create your account - we do not sign a separate document.

### In this part you'll learn that:

- Through the platform you will be able to directly contact the client, negotiate and sign the office lease contract with them by using a special communication panel. More on

## 1. PARTIES AND SUBJECT OF THE AGREEMENT

- 1.1.** This Agreement regulates the terms of cooperation between
  - a) ShareSpace**, meaning ShareSpace Sp. z o.o. registered in Warsaw (00-680) at street address Poznańska 17/13 under VAT number PL7010893925 and REGON 381900949and
  - b) the Operator**, meaning legal entity or organisational unit, which has the legal rights to the space - in particular is an owner, autonomous possessor, client, or leaseholder of the space with authorisation to sub-let it.
- 1.2.** The purpose of this Agreement is to:
  - 1.2.1.** give the Operator access to the **Platform**, meaning the ShareSpace platform available at [www.sharespace.work](http://www.sharespace.work);
  - 1.2.2.** allow the Operator to create and publish **Listings**, meaning information about their venues and offers of the spaces available in venues - offices, conference rooms, and desks, including information such as prices and other lease conditions;
  - 1.2.3.** introduce to the Operator our **Clients**, meaning companies looking for space for rent with the intention to negotiate and sign the agreement.
- 1.3.** All the conditions and obligations included in this Agreement are hereinafter referred to as **Regulations**.
- 1.4.** In order to use the platform, it is necessary to complete the **Registration**, meaning to create an account on the ShareSpace platform providing: company data, full name, corporate email address of a specific user, and their phone number.
- 1.5.** Registration on the platform is free.
- 1.6.** Successful Registration leads to accepting the terms of cooperation and concluding this Agreement between ShareSpace and the Operator.

## 2. SHARESAPACE AND OUR OBLIGATIONS

- 2.1.** ShareSpace holds full and exclusive legal title to the Platform, which is covered by the rights belonging only to ShareSpace, and declares that services regulated in this Agreement will be provided with due diligence.
- 2.2.** The Platform enables the Operator to receive enquiries, negotiate with Clients and conclude contracts in the

that you will find in art. 4.

- You will also be able to take bookings for desks and conference rooms and receive payment for them. More on that you will find in art. 5.
- Adding the offer in any of the modes is up to you - e.g. you can list only a desk, only an office, or both types of space.
- We are not a party to any of the contracts you sign with clients on the platform.

#### In this part you'll learn that:

- You can cooperate with us if you have a legal right to let the space to clients.
- All your spaces must be safe and ready to use by the client.
- The information you provide us on the platform has to be up-to-date and true.
- From the contracts signed through the platform, we receive our commission. More on that you will find in art. 4.7. and 5.6.

communication panel using the **Office Deals** mode, on the conditions described in art. 4.

- 2.3.** The Platform enables the Operator to receive bookings and payments from Clients for conference rooms and desks in the On-Demand module, using the **Bookings** mode on the conditions described in art. 5.
- 2.4.** Adding Listing in any of the modes described above is voluntary.
- 2.5.** The Platform allows unregistered users to browse listings published by the Operator, and registered users to additionally send enquiries about Office Deals, make Bookings, and pay remuneration for Bookings.
- 2.6.** ShareSpace verifies the identity of users on its own through the requirement of providing full personal data along with a corporate email address at the moment of user Registration.
- 2.7.** ShareSpace is not a party to any contracts signed between the Operator and Client and is not liable for any damage or loss resulting from interaction with Clients.

### 3. OPERATOR AND YOUR OBLIGATIONS

- 3.1.** The Operator declares and assures ShareSpace that:
  - 3.1.1.** they have the full capacity to act in law and that there is no legal or factual evidence known to them that would prevent them from acting pursuant to this Agreement and/or entering into this Agreement with ShareSpace;
  - 3.1.2.** concludes this Agreement with ShareSpace within the scope of their business activity;
  - 3.1.3.** they have a legal title to the space, which allows them to use the platform as an Operator;
  - 3.1.4.** all the spaces included in Operator's Listings are: free from any defects, safe, clean, ready to use, and available to the Client during their lease or booking period;
  - 3.1.5.** all the information provided by the Operator on the platform and all other information given to ShareSpace are: complete, consistent with the legal status, up-to-date, reliable, and true.
- 3.2.** The Operator is obliged to pay the ShareSpace **Commission** in accordance with art. 4.7. and 5.6. from the contracts concluded with ShareSpace Clients.
- 3.3.** The Operator consents to receive from ShareSpace and authorizes ShareSpace to send to them any correspondence related to cooperation and handling of the platform, especially invoices, via email sent to the address provided during Registration.
- 3.4.** The Operator consents to share, also via the Platform, the information obtained by ShareSpace during Registration within the following fields of use:
  - a)** introducing the information, in whole or in part, into computer memory, to the Internet and other information and communication networks or digital platforms;

- b) publication in the form of books, brochures, albums, leaflets, advertising newspapers, and other marketing materials;
- c) placement in the course of business;
- d) using, in whole or in part, for promotional, advertising, and marketing purposes, in particular on the Internet, on billboards, and on letterhead.

### **In this part you'll learn that:**

- The client can send you enquiries about the offices, at which point you will receive their contact details.
- You can reject the inquiry if the client had previously contacted you through another channel - unless the Representation Letter has been signed.

- The Representation Letter is signed by the client at the beginning of working with ShareSpace.
- In this letter, the client declares that they want us to represent them in the process of finding the office.
- You are then obliged to honour the client's will and pay our commission if you sign a contract with that client.

- If you have signed the contract with the client outside of the platform - let us know within 7 days.

## **4. OFFICE DEALS**

- 4.1.** After each Listing is published on the platform, Clients will be able to send a direct inquiry to the Operator, who will be notified about this fact by email notification and on the platform.
- 4.2.** After receiving the inquiry, the Operator will also gain access to the information about the Client: their first and last name, the name of the Client's company, profile picture, phone number, and email address alongside the information about the space the Client is interested in and a private message.
- 4.3.** Within 2 business days from receiving the inquiry, the Operator has the right to reject it, if the Operator had previously received the request from the same Client from a source other than ShareSpace in the last 3 months - unless the Representation Letter described in art. 4.3.1 - 4.3.4 has been signed.

**4.3.1.** ShareSpace partners with selected Clients based on the Representation Letter, in which the Client expresses the will to be exclusively represented by ShareSpace during the process of finding the office space.

**4.3.2.** If such a Representation Letter exists, the Operator is obliged to accept the inquiry and pay the ShareSpace commission if the contract with Client is signed, even if the Operator had previously received the request from the same Client directly, or the Client was/is their tenant, or is being represented by another party.

**4.3.3.** ShareSpace will deliver the Representation Letter to the Operator without delay onto Operator's email address.

**4.3.4.** The template of the Representation Letter can be found in Appendix 1 to this Agreement.

**4.4.** In the absence of a response from the Operator, ShareSpace acknowledges that the inquiry from the Client has been accepted.

**4.5.** After accepting the inquiry, the Operator contacts the Client and starts negotiations with the purpose of concluding the contract between the Operator and the Client.

**4.6.** In case of concluding the contract between the Operator and the ShareSpace Client outside the platform, the Operator

- Our commission for the Office Deals is **10%** of the amount due by the client + VAT.
- The commission is calculated for the duration of the contract, no longer than **12 months** from the signing of the contract between you and the client.
- When the contract is for a definite period, we invoice the whole commission upfront.
- When the contract is for an indefinite period, we invoice the commission monthly.
- You will receive the invoices by email and on the platform. They are payable within 14 days.
- If the client extends their lease or increases the number of workstations, we receive a separate commission. It is invoiced for the period of time remaining until the passing of 12 months since you've signed the initial contract with the client.

#### **In this part you'll learn that:**

- Using the On-Demand module, you can voluntarily add offers of your desks and conference rooms in Booking mode - for shorter periods, without enquiries and negotiations with the client.
- The client pays for a booking in advance through a so-called pay-gate, and you receive the

notifies ShareSpace about this fact within 7 days from the conclusion.

- 4.7.** ShareSpace receives Commission from the value of the contracts concluded between the Operator and the Client on the following conditions:

- 4.7.1.** The amount of ShareSpace Commission is set at the amount of **10%** of fees resulting from the contract between the Operator and the Client, calculated for its duration for a period not longer than **12 months** from the date of the conclusion of the contract.
- 4.7.2.** In case of a contract concluded for a **definite period**, the Commission will be invoiced upfront for the duration of the contract.
- 4.7.3.** In case of a contract concluded for an **indefinite period**, the Commission will be invoiced monthly.
- 4.7.4.** The ShareSpace Commission will be increased by the applicable VAT rate.
- 4.7.5.** The Operator agrees to receive VAT invoices for the Commission in an electronic form to the email address provided during the Registration. The invoice will be considered delivered if it is introduced by ShareSpace into electronic means of communication in such a way that the Operator can familiarise themselves with its content.
- 4.7.6.** The Commission will be payable within 14 days.
- 4.7.7.** If within 12 months from the date of conclusion of the contract between the Operator and the Client the parties will conclude a new contract or an annex to the existing one, as a result of which the Client extends the duration of the lease and/or takes on additional works stations, ShareSpace will receive a separate remuneration. It will be calculated in accordance with the principles set out in art. 4.7.1. for a period not longer than 12 months from the date of conclusion of the original contract,

## **5. BOOKINGS**

- 5.1.** The Operator has the choice to add a Listing in the On-Demand module in the Booking mode.
- 5.2.** In the On-Demand module, the Client can book conference rooms for days and hours and desks for days and months. The booking has to be made at least 1 full working day prior to the date of the booking.
- 5.3.** The Operator has 1 working day to reject the Booking. In the absence of a response, the Booking is considered to be accepted.

remuneration minus our commission on the day when the booking starts.

- In the On-Demand module, It is us who automatically issue the invoice to the client on your behalf.
- Both you and the client can cancel the Booking up to 24h before its start. In such a case, the client will receive the full amount back.
- In the case of monthly bookings, you can require the client to pay a deposit. In case of any damages, you have a period of 7 days after the Booking has finished to ask us to pay out the deposit to you.

- 5.4.** If the Booking has been accepted by the Operator, the Operator agrees that ShareSpace will issue the invoice to the Client on behalf of the Operator.
  - 5.4.1.** Invoices issued on the Operator's behalf are provided with the Operator's unique identifier and are numbered in chronological order.
  - 5.4.2.** The invoice is considered to be accepted by the Operator if they do not raise any irregularities within 2 working days from the issue date.
  - 5.4.3.** The invoice is delivered to the Client and to the Operator in an electronic form to the email address provided during the Registration.
  - 5.4.4.** The invoice is marked with the Operator's logo provided during Registration and will not contain any ShareSpace emblems.
  - 5.4.5.** The Client pays the remuneration for their Bookings at the time of making the Booking using the **Payment Services System**. The client's payment less ShareSpace Commission is then transferred to the Operator's bank account on the day prior to the day the Booking commences.
  - 5.4.6.** Payment Services System is provided by **Stripe Payments Europe, Ltd.** registered in Ireland under the address A & L Goodbody, IFSC, North Wall Quay Dublin D01 H104 and under the registration number IE513174 and Tax number IE 3206488LH.
  - 5.4.7.** The information and terms of use of the Payment Services System are available at <https://stripe.com>. The Operator is aware that the use of the Payment Services System and accepting Bookings depends solely on the will of the Operator.
  - 5.4.8.** For all Bookings the Client's payment of remuneration takes place entirely in advance.
- 5.5.** Both the Operator and the Client have the right to cancel the Booking 24 hours prior to its commencement. In such a case, the Client will receive a full refund of their payment. If the cancellation was done by the Client after that deadline, the refund will not be issued.
- 5.6.** In the case of monthly Bookings, The Operator may stipulate that they will collect a deposit from the Client. The deposit will be paid together with the Booking fee through the Payment Services System.
  - 5.6.1.** The Operator may claim the deposit within 7 days after the Booking has finished. In such a case, the deposit is fully paid out from the Payment Services System to the Operator and any further proceedings between the Operator and the Client take place without the involvement of ShareSpace.
  - 5.6.2.** If the Operator does not claim the deposit within 7 days after the Booking has finished, it is returned to the Client in full amount.

- In the case of Bookings for desks and conference rooms, our commission is **20%** for hourly and daily Bookings, and **10%** for monthly Bookings.
- Our commission is automatically deducted from the client's payment - you don't have to worry about settling the invoice.
- You will receive the invoices by email and on the platform.

#### **In this part you'll learn that:**

- You should use the platform lawfully, according to this agreement and good practices.
- The agreement is for an indefinite period of time with a one-month notice period.
- Ending the agreement does not cancel your obligation to pay outstanding commissions.
- We are not liable for the loss or damage resulting from no access to the platform or using it unskillfully.

**5.7.** ShareSpace receives Commission from the value of Booking on the following conditions:

- 5.7.1.** The ShareSpace Commission in case of Bookings for desks and conference rooms on hourly and daily (up to 30 days) terms is set at **20%** and in the case of monthly Bookings **10%** of the fees resulting from making the Booking by the Client.
- 5.7.2.** The Commission will be settled through the deduction of the Commission amount from the remuneration paid by the Client on the conditions described in art. 5.5.
- 5.7.3.** The ShareSpace Commission will be increased by the applicable VAT rate.
- 5.7.4.** The Operator agrees to receive VAT invoices for the Commission in an electronic form to the email address provided during the Registration. The invoice will be considered delivered if it is introduced by ShareSpace into electronic means of communication in such a way that the Operator can familiarise themselves with its content.

## **6. FINAL PROVISIONS**

- 6.1.** The Operator is obliged to use the platform in accordance with this Agreement, the Law applicable in the country of Operator's registration and common good practices.
- 6.2.** All data, graphics, and trademarks, as well as their layout or composition contained on the Platform, are the subject of exclusive rights of ShareSpace and cannot be used without the prior written consent of ShareSpace.
- 6.3.** The Operator is obliged to update the data provided during the Registration each time they are changed.
- 6.4.** This Agreement is concluded for an indefinite period of time with both parties having the right to terminate this Agreement with a one-month notice period.
- 6.5.** Termination of this Agreement does not affect the obligation of the Operator to pay any outstanding ShareSpace Commissions.
- 6.6.** ShareSpace may terminate this agreement at any time without observing the notice period if the terms of the cooperation or the conditions described in art. 6.1. have been violated.
- 6.7.** ShareSpace will not be liable for any damages, financial losses, lost profits, or expenditures incurred by the Operator, related to the lack of access to the functionality of the platform or to the unskillful use of the Platform.
- 6.8.** ShareSpace will inform the Operator about any changes in the terms of cooperation no later than 14 days before the proposed date of entry into force of the changes, unless those changes do not limit the rights of the Operator and do not

- If the client stopped paying you, you may be eligible for a refund of our commission in the amount of the difference between what you've paid us and 10% of the amount you've actually received from the client.
- Such a refund will be issued if you exhaust all options available to you to recover the debt from the client or if the client declares bankruptcy.
- In our Privacy Policy you will find all the information regarding processing the data and cookies policy.

extend their existing responsibilities - in which case this procedure is not required.

- 6.9.** If after signing the contract with the Operator the Client stopped meeting their obligation to pay, the Operator may be eligible to receive a partial refund of the ShareSpace Commission.
- 6.9.1.** The amount of the refund will be equal to the difference between the Commission received by ShareSpace, and the amount of 10% of the remuneration actually received by the Operator from the Client.
- 6.9.2.** The condition of the eligibility for the refund is the exhaustion by the Operator of all means of debt recovery available to them as a company, the prior filing of a claim by the Operator in the proceeding applicable for debt collection, or the declaration of bankruptcy by the Client.
- 6.9.3.** If requested by ShareSpace, the Operator is obliged to submit the documentation confirming the fulfillment of one of the above-mentioned conditions i.e. a copy of the filled claim or the copy of the Client's petition of insolvency.
- 6.10.** The Privacy Policy available on the Platform at <https://www.sharespace.work/en/pages/documents> is an inseparable element of these Regulations. It is necessary to get acquainted with it and accept its content.

**APPENDIX 1 - REPRESENTATION LETTER**

.../.../2021, Warsaw

Representation Letter

To all interested parties:

I confirm that ShareSpace sp. z o. o. is exclusive strategic advisor to **Company name** in the field of office and commercial real estate.

The ShareSpace team is authorized to represent us in front of coworking operators, property owners, architects and agents in order to obtain commercial offers, floor plans and other necessary materials. Communication regarding the process must involve ShareSpace advisors.

This letter is confidential and should only be used for the purpose of collecting information for **Company name**

.....  
Name  
Position  
Company Name