

USER AGREEMENT

TENANT

In this part you'll learn that:

- In this agreement, we use defined terms: ShareSpace, Tenant, Platform, Listing, Operator, Advisors, Registration, Booking, Office Deal. They are capitalized in the text of the agreement.
- By registering on ShareSpace you'll gain access to the platform and you'll be able to browse and respond to listings for offices, desks, and meeting 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 operator, negotiate and sign the office lease contract with them by using a special communication panel. More on that you will find in art. 4.

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 **Tenant**, meaning a registered user, who is representing a company looking for space for rent with the intention to negotiate and sign the agreement.
- 1.2. The purpose of this Agreement is to:
 - 1.2.1. give the Tenant access to the **Platform**, meaning the ShareSpace platform available at www.sharespace.work;
 - 1.2.2. allow the Tenant to respond to **Listings**, meaning information about venues and offers of the spaces available in those venues - offices, meeting rooms, and desks, including information such as prices and other lease conditions;
 - 1.2.3. introduce to the Tenant our **Operators**, meaning office space providers.
 - 1.2.4. allow the Tenant to use the services of **ShareSpace Advisors**, meaning ShareSpace representatives who provide Tenants with advice and support in the office lease process.
- 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 Tenant.

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 Tenant to send enquiries, negotiate with Operators and conclude contracts in the communication panel using the **Office Deals** mode, on the conditions described in art. 4.

- You will also be able to make bookings for desks and meeting rooms and make payment for them. More on that you will find in art. 5.
- We are not a party to any of the contracts you sign with operators on the platform.

In this part you'll learn that:

- You can cooperate with us if you have a right to represent your company in the office lease process.
- The information you provide us on the platform has to be up-to-date and true.

In this part you'll learn that:

- The operators publish their listings on the platform. We verify them, but it is the operator who is responsible for the content.
- You can contact operators directly by proposing viewing dates or sending a message.

- 2.3.** The Platform enables the Tenant to make bookings and payments for meeting rooms and desks in the On-Demand module, using the **Bookings** mode on the conditions described in art. 5.
- 2.4.** 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.
- 2.5.** 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.
- 2.6.** ShareSpace is not a party to any contracts signed between the Operator and Tenant and is not liable for any damage or loss resulting from interaction with Operators.

3. TENANT AND YOUR OBLIGATIONS

- 3.1.** The Tenant 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.** they have a right to represent their company, which allows them to use the platform as a Tenant;
 - 3.1.3.** all the information provided by the Tenant 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 Tenant can have no more than one account registered in their name.
- 3.3.** The Tenant consents to receive from ShareSpace and authorizes ShareSpace to send to them any correspondence related to cooperation and handling of the platform, especially notifications, via email sent to the address provided during Registration.
- 3.4.** The Tenant consents to share, also via the Platform, the information obtained by ShareSpace during Registration.

4. OFFICE DEALS

- 4.1.** The Operator publishes on the Platform a Listing which contains information, especially such as location, price, description, availability, available amenities, and capacity.
 - 4.1.1.** ShareSpace verifies Listings through internal management procedures,
 - 4.1.2.** The Operator is responsible for the content of the Listing and the accuracy of the information provided.
- 4.2.** After each Listing is published on the platform, the Tenant is able to send a direct inquiry to the Operator, who is notified about this fact by email notification and on the platform.

- You can also contact our advisors who will assist you during the process.

- The services of our advisors are free of charge.
- You sign the Representation Letter at the beginning of working with ShareSpace Advisors.
- In this letter, you declare that you want us to represent you in the process of finding the office.

- Using the On-Demand module, you can book desks and meeting rooms in Booking mode - for shorter periods, without enquiries and negotiations with the operator.
- You can make your booking the earliest for the working day after tomorrow, so if you search for space on Friday you are able to book it for Tuesday.
- You pay for a booking in advance through a so-called pay-gate.
- You can cancel the booking up to 24h before its start. In such a case, you will receive the full amount back.
- You will receive the VAT invoice automatically at your email

- 4.3. The Tenant can send the inquiry directly either by proposing booking dates or by sending a direct message to the Operator.
- 4.4. The Tenant can also choose to send the inquiry to ShareSpace Advisors, who will start a transaction with the Operator on their behalf.

- 4.4.1. The services of ShareSpace Advisors are free of charge.
- 4.4.2. ShareSpace Advisors partner with Tenant based on the Representation Letter.
- 4.4.3. In the Representation Letter, the Tenant expresses the will to be exclusively represented by ShareSpace during the process of finding the office space.
- 4.4.4. The template of the Representation Letter can be found in Appendix 1 to this Agreement.

- 4.5. After receiving the inquiry, the Operator will gain access to the information about the Tenant: their first and last name, the name of the Tenant's company, profile picture, phone number, and email address.

5. BOOKINGS

- 5.1. In the On-Demand module, the Tenant can book meeting rooms and desks.
 - 5.1.1. The meeting rooms can be booked for days and hours.
 - 5.1.2. The desks can be booked for days and months.
- 5.2. The booking has to be made at least 1 full working day prior to the date of the booking.
- 5.3. The Tenant pays the remuneration for their Bookings at the time of making the Booking using the **Payment Services System**.
 - 5.3.1. 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.
 - 5.3.2. The information and terms of use of the Payment Services System are available at <https://stripe.com>. The Tenant is aware that the use of the Payment Services System and accepting Bookings depends solely on the will of the Tenant.
 - 5.3.3. For all Bookings the Tenant's payment of remuneration takes place entirely in advance.
- 5.4. The Operator has 1 working day to reject the Booking. In the absence of a response, the Booking is considered to be accepted.
- 5.5. Both the Tenant and the Operator have the right to cancel the Booking 24 hours prior to its commencement. In such a case,

address provided during registration.

- In the case of monthly bookings, you can be asked to pay a deposit. In case of any damages, the Operator has 7 days after the Booking has finished to ask us to pay out the deposit to them. After that time, the deposit will be returned to your bank account.

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.
- We are not liable for the loss or damage resulting from no access to the platform or using it unskillfully.
- In our Privacy Policy, you will find all the information regarding processing the data and cookies policy.

the Tenant will receive a full refund of their payment. If the cancellation was done by the Tenant after that deadline, the refund will not be issued.

- 5.6.** If the Booking has been accepted by the Operator, ShareSpace issue the invoice to the Tenant on behalf of the Operator.
- 5.7.** The invoice is delivered to the Tenant in an electronic form to the email address provided during the Registration.
- 5.8.** In the case of monthly Bookings, The Operator may stipulate that they will collect a deposit from the Tenant.
 - 5.8.1.** The deposit will be paid together with the Booking fee through the Payment Services System.
 - 5.8.2.** 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 Tenant take place without the involvement of ShareSpace.
 - 5.8.3.** If the Operator does not claim the deposit within 7 days after the Booking has finished, it is returned to the Tenant in full amount.

6. FINAL PROVISIONS

- 6.1.** The Tenant is obliged to use the platform in accordance with this Agreement, the Law applicable in the country of Tenant'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 Tenant 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.** 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.
- 6.6.** ShareSpace will not be liable for any damages, financial losses, lost profits, or expenditures incurred by the Tenant, related to the lack of access to the functionality of the platform or to the unskillful use of the Platform.
- 6.7.** ShareSpace will inform the Tenant 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 Tenant and do not extend their existing responsibilities - in which case this procedure is not required.

6.8. 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