



# RULES AND REGULATIONS OF THE CO-WORK ZONE

## Article 1.

### General Provisions:

1. These Rules and Regulations specify the conditions of renting the Workspaces in the CO-WORK zone.
2. In matters not covered by the Rental Agreement of Workstations in the CO-WORK zone (hereinafter: the 'Agreement') and by these Rules and Regulations (hereinafter the 'Rules and Regulation of the CO-WORK zone'), generally applicable law provisions apply.

## Article 2.

### Definitions of services:

#### 1. Pomeranian Package includes the following services:

- 1) a desk in the open-space zone, possibility of using: in accordance with the price list of the CO-WORK zone from 7.30 to 16.00;
- 2) handling incoming correspondence – accepting, on behalf of the Rentee, all the correspondence and shipments delivered to the Rentee to the address of the CO-WORK zone of Gdańsk Science and Technology Park, registering these through a dedicated application, handing them over to the Rentee, and entering in the register of the delivered correspondence;
- 3) dedicated application – an application described in detail in the Functional Description sent to the e-mail address indicated in the Agreement;
- 4) alert informing the Rentee on the recorded correspondence sent to the e-mail address indicated in the Agreement;
- 5) access to photocopiers (printing, copying, scanning) number of copies – in accordance with the price list of the CO-WORK zone;
- 6) possibility to rent meeting rooms, in accordance with the price list of the CO-WORK zone – access to fully equipped conference rooms;
- 7) placing the Rentee's company data on the display in front of the CO-WORK zone;
- 8) Internet access;
- 9) access to the common areas of the building;
- 10) access to the CO-WORK zone in the following hours: 7.30–16.00;
- 11) security of the Facility: 24h a day.

#### 2. Special Package includes the following services:

- 1) an individual desk, possibility of using: in accordance with the price list of the CO-WORK zone from (24 hours a day);
- 2) an individual locker with a key;
- 3) handling incoming correspondence – accepting, on behalf of the Rentee, all the correspondence and shipments delivered to the Client to the address of the CO-WORK zone of Gdańsk Science and Technology Park, registering these through a dedicated application, handing them over to the Rentee, and entering in the register of the delivered correspondence;
- 4) dedicated application – an application described in detail in the Functional Description sent to the e-mail address indicated in the Agreement;
- 5) alert informing the Rentee on the recorded correspondence sent to the e-mail address indicated in the Agreement;
- 6) access to photocopiers (printing, copying, scanning) number of copies – in accordance with the price list of the CO-WORK zone;
- 7) package of meeting room hours – access to fully equipped conference rooms (10 h per month);
- 8) placing the Rentee's company data on the electronic display at the entrance to the CO-WORK zone;
- 9) Internet access;
- 10) access to the common areas of the building;
- 11) access to the CO-WORK zone: 24h a day;
- 12) security of the Facility: 24h a day.

#### 3. Zone Package (+ de minimis aid in the amount of 50%) includes the following services:

- 1) a desk in the open-space zone, possibility of using: in accordance with the price list of the CO-WORK zone;
- 2) handling incoming correspondence – accepting, on behalf of the Rentee, all the correspondence and shipments delivered to the Client to the address of the CO-WORK zone of Gdańsk Science and





- Technology Park, registering these through a dedicated application, handing them over to the Rentee, and entering in the register of the delivered correspondence;
- 3) dedicated application – an application described in detail in the Functional Description sent to the e-mail address indicated in the Agreement;
  - 4) alert informing the Rentee on the recorded correspondence sent to the e-mail address indicated in the Agreement;
  - 5) access to photocopiers (printing, copying, scanning) number of copies – in accordance with the price list of the CO-WORK zone;
  - 6) possibility to rent meeting rooms, in accordance with the price list of the CO-WORK zone – access to fully equipped conference rooms;
  - 7) placing the Rentee’s company data on the display in front of the CO-WORK zone;
  - 8) Internet access;
  - 9) access to the common areas of the building;
  - 10) access to the CO-WORK zone in the following hours: 7.30–16.00;
  - 11) security of the Facility: 24h a day.
- 4. Additional services** include services specified in the price list of the CO-WORK zone constituting appendix to the Agreement.

#### Article 3.

### **The qualification procedure for those interested in using the CO-WORK zone located in the Gdańsk Science and Technology Park.**

Entities are qualified in accordance with: The qualification procedure for entities interested in undertaking a business activity in the Professor Hilary Koprowski Gdańsk Science and Technology Park.

#### Article 4.

#### **Entering into the Agreement with the entrepreneur:**

1. To commence the provision of Rental, it is necessary to enter into the Agreement with Pomorska Specjalna Strefa Ekonomiczna sp. z o. o. in Sopot (PSEZ) and to accept these Rules and Regulations.
2. To enter into the Agreement it is necessary to determine the identity of a person or an entity applying for entering into the Agreement.
3. The PSEZ reserves the right to refuse to enter into the Agreement at any stage of handling the application for entering into the Agreement, without giving any reason for such a refusal.
4. The applicant is required to present the originals and provide copies of the following documents at the request of the PSEZ:
  - 1) certificate of entry in the proper register of business activity or the National Court Register or the Central Registration and Information on Business (printout) – in accordance with the applicable provisions;
  - 2) decision on granting the Taxpayer’s Identification Number (NIP);
  - 3) decision on granting National Official Business Register Number (REGON);
  - 4) deed of partnership (in case of civil law partnerships).

#### Article 5.

#### **Entering into the Agreement with an entity that plans to start a business activity:**

1. Entities that have no registration documents yet sign the Agreement on behalf of the entity in the process of formation (limited liability company, etc.), or on behalf of the entity which is being created.

#### Article 6.

#### **Rules of using a dedicated application:**

1. The scope and rules of using the services through a dedicated application are defined in the Functional Description, sent to the Client’s e-mail address indicated in the Agreement.
2. The Rentee may use the Services via the Application of the CO-WORK zone following their activation.
3. The Rentee receives an identification number and password that are confidential and cannot be disclosed to third parties.
4. Following the first logging in, the Client sets a new password to the Application of the CO-WORK zone. This password cannot be disclosed to third parties.





5. The PSEZ is not liable for any consequences resulting from the use of an identification number and password by third parties.
6. The Client should log out of the site when they finish using the service.
7. Due to security reasons or any other reasons not attributable to the PSEZ, the PSEZ may temporarily restrict access to the portal through individual channels for the period required to remove the reason for the lack of access. If that is the case, the PSEZ is not liable for any restrictions on the availability of the Services.

#### Article 7.

##### **Power of attorney to collect correspondence:**

1. To perform the service of collecting correspondence, the Rentee grants to the PSEZ the power of attorney.
2. The PSEZ is authorised to refuse to accept the power of attorney if there is any doubt as to the correctness of its granting, including the authenticity of the signature.
3. The power of attorney may be revoked by the Rentee at any time.
4. The power of attorney expires when:
  - 1) the PSEZ received the Rentee's instructions to revoke the power of attorney;
  - 2) the Agreement is dissolved due to any reason.

#### Article 8.

##### **Accepting the incoming correspondence:**

1. The post delivers the correspondence of Clients to the secretariat of the CO-WORK zone.
2. The authorised staff of the CO-WORK zone secretariat acknowledge receipt of shipments on behalf of the Client, confirming it with signature, stamp and date.
3. The authorised staff of the CO-WORK zone secretariat record the correspondence in a dedicated application assigning an individual number to it.
4. The Client collecting the correspondence checks the list of shipments with the actual status and acknowledges collecting them (date, signature) in the register of the delivered correspondence.
5. Correspondence is considered to be delivered to the Rentee when it is placed in an individual Rentee's box and sent via a dedicated application.

#### Article 9.

##### **Rules for providing additional services:**

1. The Rentee may use additional services provided by the PSEZ.
2. Additional services may be ordered by submitting a written or electronic request together with an indication of the scope of the service and the expected date and time of use.
3. Additional services are paid on the basis of the price list published by the PSEZ.
4. Upon receipt of the request, the PSEZ confirms to the Rentee the possibility of using additional services in the scope ordered by the Rentee, unless due to the existing needs of other PSEZ Clients it is not possible to provide these services within the scope and time specified in the request.
5. The PSEZ reserves the right to change the scope of additional services and the terms and conditions of their use.
6. VAT invoices for using additional services are issued at the end of the settlement month.

#### Article 10.

##### **Rules of using meeting rooms:**

1. Meeting rooms are booked through the dedicated application, however, a confirmation of PSEZ is necessary each time. Booking of meeting rooms via e-mail or at the CO-WORK zone's employee is also exceptionally allowed, but a confirmation by the PSEZ and the Client's acceptance are necessary each time.
2. Bookings are accepted by the booking system 24 hours a day, and verified and entered into the schedule during business hours of employees of the CO-WORK zone, i.e. Monday–Friday between 7.30 and 15.30.
3. If the Rentee cancels the booking less than 24 hours before the meeting room booking date, the PSEZ is entitled to charge the Rentee with the costs of the rental in accordance with the applicable price list of additional services.
4. Meeting rooms with multimedia and mobile equipment are made available to the Rentees of the CO-WORK zone without the need to enter into an additional agreement.





5. Meeting rooms keys are delivered to the Rentee by a reception employee or by a security guard. The Rentees should return the keys immediately after using the room. If the keys are not returned, a fee will be charged for each commenced hour from the time when the keys were supposed to be returned until the time when the Rentee delivered the keys to the person who issued them or to any other authorised employee.

6. VAT invoices for using meeting rooms (additional services) are issued at the end of the settlement month (on the basis of a monthly report on using the rooms in a given calendar month).

7. The Rentee is liable towards the PSEZ for any damages and losses resulting from improper use of the rented space or equipment in the meeting rooms.

#### Article 11.

##### **Amendments to the Rules and Regulations:**

1. Information on the amendment to the Rules and Regulations made during the term of the Agreement is delivered to the Rentee together with the information on the date of their entry into force. The PSEZ may deliver the amendments to the Rules and Regulations via e-mail indicated in the Agreement or via messages in the application.

2. Within 14 days from the day of receipt of amendments to the Rules and Regulations, the Rentee is entitled to submit a notice of termination of the Agreement.

3. The notice period is 14 days and it is counted from the date of delivery of the notice to the PSEZ.

4. If the Rentee does not terminate the Agreement within 14 days from the date of delivery of information on amendments by the PSEZ, it is assumed that the Rentee agrees to the amendments and accepts the content of the Rules and Regulations. In such a case they apply from the date referred to in Article 11(1).

#### Article 12.

##### **Indemnity:**

1. The PSEZ is not liable for non-performance or improper performance of contractual obligations, provided that the non-performance or improper performance was a consequence of circumstances beyond the control of the PSEZ, in particular, it was caused by force majeure (force majeure is defined as an external event, impossible to foresee and impossible to prevent, i.e. atmospheric disaster, war, acts of legislative and executive power, etc.).

2. The PSEZ will provide services hereunder only to persons authorised in writing by the Rentee. The PSEZ is in no way required to provide the services to any other persons, and it is not liable for any correspondence received and for conversations addressed to other persons.

3. The PSEZ will not accept any shipments addressed to the Rentee:

a) if their weight exceeds 10 kg, any of their dimensions exceeds 1 metre, or their volume is greater than 1 cubic metre;

b) if they contain materials hazardous to life or health, living or deteriorating rapidly;

c) if their trading is prohibited by law.

4. The PSEZ is entitled to refuse to accept objects which it suspects of illegal content, or storage of which involves excessive costs or impediments.

5. The PSEZ is required to keep the correspondence confidential, except for situations when the duty to provide information to the judicial bodies, authorities or administration arises from generally applicable laws.

6. The PSEZ is not liable for acts and omissions of persons and entities delivering correspondence.

#### Article 13.

##### **Termination of the Agreement:**

1. The Rentee is liable towards the PSEZ for all the liabilities arising during the term of the Agreement.

2. The notice of termination of the Agreement must be submitted in an electronic form (e-mail address indicated in the Agreement) or in a traditional form in writing.

#### Article 14.

##### **Dissolution of the Agreement:**

The Agreement is dissolved in the following cases:

1) upon the end of the notice period by the Rentee or the PSEZ,

2) when the PSEZ obtains credible information on the Rentee's death or suspension or termination of their business activity or its liquidation,

3) under the conditions specified in the Rental Agreement.