

Toruń, date

AGREEMENT

No.

§1

Concluded on

between:

Kamil Borkowski, running a business under the name EKO-SYSTEM KAMIL BORKOWSKI
in Toruń, at Rynek Staromiejski 36-38

operating under the brand KMbiuro

Tax ID (NIP) 8792458918

REGON 364840130

ING BANK ACCOUNT NO. 08 1050 1979 1000 0097 1526 1559

Hereinafter referred to as the LESSOR

and

Full name / company name:

Address:

Tax ID (NIP/VAT):

Registration No. (REGON):

Represented by:

Contact (telephone and e-mail address for notifications, invoices and correspondence relating to the Agreement):

Hereinafter referred to as the USER.

§2

Type of service:

Virtual address – Package: (A/B/C/D)

Collection of registered letters: Yes / No

Scanning of the entire contents of correspondence: Yes / No

Address for notifications of correspondence:

Address for forwarding correspondence / residential address:

§3

Term:

From - for an indefinite period

§4

Monthly fee:

PLN net + 23% VAT

(amount in figures and in words)

The fee is payable in advance, within 7 days of the invoice date, to the bank account specified in §1 or on the invoice.

The Lessor may change the price by notifying the User at least 30 days in advance. If the User does not accept the new price, the User may terminate the Agreement before the date on which the new price takes effect.

§5

INTRODUCTORY PROVISIONS - TERMS AND CONDITIONS

- Kamil Borkowski, running a business under the name EKO-SYSTEM KAMIL BORKOWSKI and operating under the brand KMbiuro, holds the right to use office space in the PDT Department Store (Dom Towarowy PDT), located on the 3rd and 4th floors of the building at Rynek Staromiejski 36–38 in Toruń. As part of its business, KMbiuro enables entities to register their registered office, or natural persons to register their place of business, at the above address.

- The Agreement is a service agreement and does not constitute a lease of premises. If the agreement under which the Lessor uses the space in the PDT building expires or is terminated, this Agreement expires on the same day. The Lessor will promptly inform the User and refund any fees paid in advance for the period after the Agreement expires. The User is not entitled to any compensation on this account.
- The scope, details and conditions of the services are set out in these Terms and Conditions and in the current price list and offer on the KMbiuro website. In the event of any discrepancy, the provisions of the Agreement and these Terms and Conditions prevail.
- These Terms and Conditions set out the rules for the coworking space established by the Lessor.
- These Terms and Conditions apply to Users, Guests and other entities wishing to use the services.

DEFINITIONS

- Hot Desk – an individual workstation, not assigned to a specific User, consisting of one desk and an office chair, located in an area serving multiple Users.
- Micro-office – an individual workstation assigned to a specific User, consisting of one desk, a lockable cabinet and an office chair, located in an area serving multiple Users.
- Serviced office – workstations for the exclusive use of a specified number of Users, located in an enclosed office space.
- Conference Room – a suitably equipped room intended for meetings and receiving guests.
- Common Areas – reception, kitchen, toilets, lounge area, terrace and balcony.
- Virtual address – a service enabling the User to use the KMbiuro Toruń address as a correspondence address and/or a business registration address, which does not constitute a lease of premises or the provision of office space for permanent use.
- User – a natural person conducting business activity as an entrepreneur, an organisational unit without legal personality, or a legal person that purchases a service offered by KMbiuro.
- Guest – a person or entity not bound by any agreement with the Lessor, visiting a User.
- Agreement – this agreement for the provision of coworking services.
- Lessor – Kamil Borkowski, running a business under the name EKO-SYSTEM KAMIL BORKOWSKI with its registered office in Toruń, operating under the brand KMbiuro.
- KMbiuro – the Lessor; both terms are used interchangeably in the Agreement.
- Staff – the owner, an employee or another person designated by the owner.
- Booking – notification of the intention to use a service on a specific date, made by telephone, in person at the reception, by e-mail or via the form on the KMbiuro website. A booking made via the website is provisional until confirmed by the Staff.

BOOKING HOURS

- Offices, training rooms and desks may be booked Monday to Saturday from 8:00 a.m. to 8:00 p.m. Other hours are possible by prior arrangement with the Lessor.

RECEPTION OPENING HOURS

- The reception is open Monday to Friday from 8:00 a.m. to 3:00 p.m. Outside reception hours, the Staff can be contacted only by prior arrangement.

BOOKINGS, PAYMENTS AND CANCELLATIONS

- The provisions of this section apply to short-term bookings: Hot Desks, offices and desks booked by the hour or day, the Conference Room and the training room.
- The Lessor may make confirmation of a booking conditional on advance payment of all or part of the fee (prepayment). Until the payment is credited, the booking is provisional and the Lessor may cancel it if the payment is not received by the specified deadline.
- A booking may be cancelled by e-mail, by telephone, in person at the reception or via the link in the booking confirmation. The time at which the Lessor receives the cancellation is decisive.

- Cancellation is free of charge if made at least 3 days before the start of the booking. If cancelled later, or in the event of a no-show, the Lessor issues an invoice for the booked time in accordance with the price list (100% of the booking value).
- The Lessor may deduct cancellation fees from the prepayment. In justified cases, the Lessor may waive the fees or offer another date.

USE OF A HOT DESK

- The User uses one of the available free desks of their choice on an hourly or daily basis.
- KMbiuro does not guarantee the availability of a free desk.
- The User is not entitled to the exclusive use of any specific desk.
- Hot Desks may be used within the purchased service, by the hour or by the day, with the option of booking in advance by telephone, online or in person, subject to availability.
- The fee, in accordance with the current KMbiuro offer, is payable on the day the service is provided.

USE OF A MICRO-OFFICE

- The User uses a specific desk assigned to them for the period specified in the Agreement. Making the workstation available to third parties is prohibited.
- The Micro-office remains at the User's disposal for the period specified in the Agreement.
- KMbiuro guarantees the User the right to book the micro-office for the period specified in the Agreement.
- The fee for the service is charged in advance, on the basis of an invoice issued by the Lessor.

USE OF A SERVICED OFFICE

- The User uses a separate office room equipped with desks, cabinets and chairs, intended for use by the number of persons specified in the subscription.
- The User may receive Guests in the office without having to inform the Lessor. Larger groups of Guests (more than three persons) may be received only in the Conference Room, after booking it in advance.
- The fee for the service is charged in advance, on the basis of an invoice issued by the Lessor.

USE OF THE CONFERENCE ROOM

- The Conference Room is available both to Users and to third parties.
- Booking of the Conference Room by Users and third parties is mandatory.
- Cancellation of a Conference Room booking is subject to the rules set out in the section "Bookings, payments and cancellations".
- The booking date may be changed by prior arrangement with the Lessor and subject to availability.
- A User may start using the Conference Room after concluding the Agreement and paying the amounts due for the booking. Entities that are not Users may use the Conference Room after making a booking and paying the fee.
- The Lessor makes available the equipment of the Conference Room, in particular the projector, whiteboard and flipchart. Coffee service is available for an additional fee. Requests for coffee service or additional equipment should be made when booking.
- Transferring booked Conference Room hours to other Users or third parties is not permitted.
- Exceeding the booked time in the Conference Room is possible only if there are no other bookings at that time and with the Lessor's consent. The fee is determined according to the current KMbiuro offer.
- Conference Room hours not used in a given billing period do not carry over to subsequent periods.
- The fee for using the Conference Room is paid on the basis of an invoice, in accordance with the terms agreed when booking.
- The Lessor reserves the right to require third parties to pay the fee before they start using the Conference Room.

USE OF THE VIRTUAL ADDRESS

- The virtual address service enables the User to register a business and to use the address Rynek Staromiejski 36–38, 87-100 Toruń, Poland, as a correspondence address.
- Before the service starts, the User provides KMbiuro with data and documents enabling the User's identification (identity document of the person concluding the Agreement, an extract from the business register CEIDG or KRS – or an equivalent foreign register – and, in the case of companies, information on the ultimate beneficial owner) and

notifies KMbiuro of any changes to them. KMbiuro may refuse to conclude the Agreement or terminate it with immediate effect if the User fails to provide this information, provides false data or uses the address unlawfully.

- The service includes receiving and storing correspondence.
- Registered letters and small parcels can be collected after the User has authorised a KMbiuro employee at the Post Office.
- If a consignment cannot be released to a KMbiuro employee, in particular because the authorisation is missing or has expired, or because delivery is restricted to the addressee in person, KMbiuro only informs the User of the delivery notice (awizo). The User acknowledges that failure to collect a consignment on time may result in it being deemed delivered, and bears sole responsibility for the consequences of not collecting it.
- The User is notified of incoming correspondence by e-mail sent to the address specified in the Agreement. A notification is deemed delivered at the moment it is sent to that address. The User must check their e-mail regularly, including the spam folder, and promptly inform KMbiuro of any change of e-mail address; until then, notifications sent to the previous address are deemed effective.
- The scope of correspondence handling depends on the User's choice made in the Agreement.
- If the User consents to the opening and scanning of correspondence, a KMbiuro employee is authorised to open consignments, scan their contents and save the scanned documents on an electronic medium used by KMbiuro to provide the service, and then make them available to the User electronically.
- If the User does not consent to the opening and scanning of correspondence, KMbiuro employees do not open consignments and the User only receives an e-mail notification of incoming correspondence.
- Scanned documents are stored only for the period necessary to provide the service, in accordance with applicable data protection laws.
- KMbiuro exercises due diligence in notifying the User of incoming correspondence and in handling it in the chosen manner. KMbiuro is not liable for the consequences of the User's failure to collect correspondence or late collection, in particular for missed official, court or contractual deadlines, nor for delays and errors of the postal operator or courier. KMbiuro's liability related to the handling of correspondence is limited to damage caused intentionally or through gross negligence, up to the amount of fees paid by the User for the last 3 months.
- Collected correspondence must be picked up in person by the User at least once every three months. At the User's request, correspondence may be forwarded by regular mail, courier or to a parcel locker, at the User's expense. If correspondence is not collected within this period and no forwarding instructions are given, KMbiuro may send it to the forwarding address specified in §2, at the User's expense added to the next invoice, and is not liable for its further storage.
- The virtual address service does not provide access to a workstation or the permanent use of office space.
- After termination or expiry of the Agreement, the User must promptly, and no later than within 14 days, register the change of their registered office address, address for service and correspondence address with the competent registers (CEIDG, KRS, tax office, or the equivalent foreign authorities) and inform their business partners, and, at KMbiuro's request, provide confirmation of the filing. From the date of termination of the Agreement, KMbiuro no longer receives the User's correspondence, and consignments arriving later may be returned to the sender.
- For each commenced month in which, after 14 days from the termination of the Agreement, the User still uses the KMbiuro address or is still listed under it in the registers, the User will pay KMbiuro a contractual penalty equal to twice the monthly fee specified in §4. KMbiuro may also inform the competent registration authority or tax office of the termination of the Agreement.
- The fee for the service is charged in advance, on the basis of an invoice issued by the Lessor.
- The User must contact KMbiuro periodically to confirm the status of received correspondence.

USE OF THE INTERNET

- KMbiuro provides Users with wireless Internet access within the office space.
- Using the Internet connection for unlawful purposes, in particular for downloading or sharing materials that violate the law, is prohibited.

- Overloading the Internet connection, including by downloading large files for purposes unrelated to the User's business (e.g. entertainment files), is prohibited and may result in the restriction or termination of Internet access with immediate effect.
- KMbiuro is not liable for interruptions in Internet access or for connection quality resulting from causes beyond KMbiuro's control.

USE OF OFFICE EQUIPMENT

- Users are entitled to use office equipment, in particular multifunction devices (printing, scanning, copying) and the shredder, in accordance with the rules applicable at KMbiuro.
- Users of the Micro-office or Serviced Office service are entitled to 150 black-and-white A4 prints per billing period.
- Once this limit has been used, printing costs are charged according to the current KMbiuro offer, in particular:
 - – PLN 0.24 net per black-and-white A4 print,
 - – PLN 1.00 net per colour A4 print.
- Failure to use the User's print limit in a given billing period does not entitle the User to carry it over to the next period or to a reduction of the fees. The User may not transfer their print allowance to other Users or third parties.
- Scanning documents on KMbiuro office equipment is free of charge. This does not apply to scanning correspondence as part of the virtual address service (according to the selected package).

GENERAL RULES

- The User undertakes to comply with the provisions of this Agreement, to respect property and other people, to keep quiet and order, and not to disturb the work of other Users.
- Users must use the Workstation, Common Areas and the Conference Room, as well as their infrastructure, in accordance with their intended purpose.
- Users may not carry out any work on the premises other than office work related to their business.
- Users must keep their Workstation, the Common Areas and the Conference Room clean and tidy.
- Eating meals, loud telephone conversations, listening to music and other activities that may disturb other Users are permitted only in designated areas.
- Bringing in and consuming alcohol and other stimulants on the KMbiuro premises is prohibited.
- The User must report to the reception before starting and after finishing the use of a workstation or common area.
- Failure to report the end of use of a workstation to a KMbiuro employee may result in charges for further use of the workstation.
- Every User may invite Guests. Guests may be received in the Common Areas.
- Bringing Guests into the Workstation requires prior notification and the Lessor's consent.
- The User is liable for any damage caused by themselves and by their Guests.
- The Lessor is not liable for items of Users and Guests left on the KMbiuro premises, including in cabinets and offices, unless the damage was caused intentionally or through the Lessor's gross negligence.
- The User must pay all amounts due on time on the basis of the invoices issued, by bank transfer to the bank account specified in the Agreement or on the invoice, or in cash at the reception. Unless otherwise stated on the invoice, the payment term is 7 days from the invoice date. In the event of late payment, the Lessor may charge statutory interest for late payment in commercial transactions and suspend the provision of services until the arrears are paid.
- Unauthorised repairs, adjustments (except temperature adjustment), dismantling of equipment, and the use of additional electric heaters or lighting installations are prohibited.
- Every new User is introduced by the Staff to the rules for using the infrastructure.
- Without the Lessor's prior written consent, Users may not put stickers on, or paint, walls or doors, drill holes, drive in nails, or install wall plugs or screws.
- In the event of a breach of the above obligation, the User must cover the costs of restoring the space to its original condition.
- Advertising materials, leaflets or signs may be placed only in designated areas and with the Lessor's consent.
- Sharing access passwords provided by KMbiuro with third parties is prohibited.
- Every User must leave the PDT Department Store building by 8:00 p.m. at the latest.

- If the User remains in the building after this time, the User may be charged the costs actually incurred by KMbiuro in connection with the activation of the alarm system and any call-out of security services.

TERMINATION OF THE AGREEMENT

- The Agreement may be terminated by either Party with one month's notice, effective at the end of the calendar month following the month in which notice was given. Notice must be given in writing or by e-mail sent to the other Party's address specified in the Agreement.
- KMbiuro may terminate the Agreement with immediate effect in the event of a material breach of the Agreement by the User, in particular a breach of the rules for using the services.
- KMbiuro may terminate the Agreement with immediate effect if three invoices remain unpaid, regardless of the period to which they relate, without any obligation to refund fees already paid.

FINAL PROVISIONS

- The Lessor informs the User of any changes to these Terms and Conditions at least 7 days in advance.
- If the User does not accept the changes to the Terms and Conditions, the User may terminate the Agreement with the notice period specified in the Agreement. Information about changes is always published on the website.
- Amendments to the Agreement, except for changes to the Terms and Conditions and the price list made in the manner described above, must be made in writing or by e-mail confirmed by both Parties.
- The User consents to receiving invoices electronically at the e-mail address specified in the Agreement.
- Matters not regulated in the Agreement are governed by Polish law, in particular the Polish Civil Code. Disputes arising from the Agreement are resolved by the court having jurisdiction over the Lessor's registered office. This Agreement has been drawn up in Polish and English; in the event of any discrepancy, the Polish version prevails.

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Lessor

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User

Information clause on the processing of personal data

Pursuant to Article 13(1)–(2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR), I hereby inform you that:

1. The controller of your personal data is Kamil Borkowski, running a business under the name EKO-SYSTEM KAMIL BORKOWSKI, operating under the brand KMbiuro, with its registered office in Toruń, at Rynek Staromiejski 36–38.

2. Your personal data are processed for the purpose of concluding and performing the agreement for the provision of coworking services, including handling correspondence, billing and contact with the User, on the basis of Article 6(1)(b) GDPR, and, as regards accounting and tax obligations, on the basis of Article 6(1)(c) GDPR.

3. If you consent to the opening and scanning of correspondence, personal data are also processed on the basis of Article 6(1)(a) GDPR.

4. Personal data will be stored for the term of the agreement and, after its termination, for the period required by law or necessary to establish, pursue or defend claims.

5. You have the right to access your personal data, to rectify, erase and restrict the processing of your data, and to data portability, as well as the right to lodge a complaint with the President of the Personal Data Protection Office (UODO).

6. Where processing is based on consent, you have the right to withdraw it at any time, without affecting the lawfulness of processing carried out before its withdrawal.

7. Providing personal data is voluntary but necessary to conclude and perform the agreement.

8. Personal data are not processed by automated means and are not subject to profiling.