

OPĆI UVJETI ZAKUPA I KORIŠTENJA USLUGA**1. PREDMET ZAKUPA**

1.1. Društvo Zagrebtower d.o.o. iz Zagreba, Radnička cesta 80, OIB: 49224786032 je upisani jedini vlasnik zemljišno knjižne čestice br. 111/1, upisane u zemljišnoj knjizi Općinskog građanskog suda u Zagrebu, u zk.ul. 4319, k.o. Trnje, kao poslovna zgrada br. 80 i dvorište, Radnička cesta. Vlasnik je na navedenoj čestici sagradio uredsku i poslovnu zgradu (u daljnjem: Poslovna zgrada), koja se nalazi na adresi Radnička cesta 80 u Zagrebu (sve zajedno: Nekretnina).

InstantOffice d.o.o. (u daljnjem: Zakupodavac) kao zakupnik prostora na 5. katu Poslovne zgrade, a temeljem ovlaštenja danog mu od vlasnika istih, kao podzakupodavac sklapa ugovor o zakupu (što uključuje i ugovor o korištenju drugih usluga Zakupodavca) sa Zakupnikom (u naravi podzakupnik) (u daljnjem: Ugovor).

Ugovor je sklopljen Zakupnikovim prihvatom ponude Zakupodavca radi sklapanja Ugovora (u daljnjem: Ponuda). Na Ugovor se primjenjuju ovi Opći uvjeti zakupa i korištenja usluga (u daljnjem: Uvjeti) u cijelosti, a koji čine sastavni dio Ugovora. U slučaju odstupanja između sadržaja Ugovora i ovih Uvjeta, mjerodavan je Ugovor. Radi izbjegavanja sumnje se utvrđuje da pojam Ugovora u ovim Uvjetima podrazumijeva Ugovor zajedno sa ovim Uvjetima.

1.2. Zakupodavac daje, a Zakupnik prima u zakup predmet zakupa u Poslovnoj zgradi (u daljnjem: Predmet Zakupa) kako je detaljno opisan u Ponudi Zakupodavca, prihvatom koje Ponude je sklopljen Ugovor. Predmet Zakupa razvidan je u priloženom nacrtu (Prilog 1.). Zakupnik je ovlašten koristiti i prostore i površine kata Poslovne zgrade na kojem se nalazi Predmet Zakupa, koje su namijenjene zajedničkom korištenju od strane svih zakupnika na predmetnom katu Poslovne zgrade, također razvidni u priloženom nacrtu, pri tome se svakako pridržavajući svakodobno važećeg kućnog reda Zakupodavca i/ili vlasnika Poslovne zgrade.

Nadalje se Ugovor sklapa radi korištenja dodatnih usluga Zakupodavca od strane Zakupnika, također razvidnih iz Ponude, ili usluga ugovorenih temeljem kasnijih pisanih dodatnih dogovora između strana Ugovora.

1.3. Izmjera podne površine Predmeta Zakupa izvršena je na temelju smjernica za mjerenje uredskog prostora ("MF-

GENERAL TERMS AND CONDITIONS OF LEASE AND OTHER SERVICES**1. LEASE OBJECT**

1.1. The company EUROPOLIS Zagrebtower d.o.o. from Zagreb, Radnička cesta 80, OIB: 49224786032 is the registered sole owner of the land registry plot no. 111/1, registered in the land register of the Municipal Civil Court in Zagreb, cadastral community Trnje, l.r. folio no. 4319, as an office building No. 80 and a yard, Radnička cesta. The owner has erected an office and commercial building on the respective plot (hereinafter: the Office Building) at Radnička 80 in Zagreb (hereinafter collectively: Real Estate).

InstantOffice d.o.o. (hereinafter: the Lessor) as lessee leases premises located on the 5. floor of the Office Building. According to the entitlement granted by the owner thereof, it executes as sub-lessor a lease agreement with the Lessee (particularly as sub-lessee) (which includes an agreement executed in relation to other services of the Lessor) (hereinafter: the Agreement).

The Agreement has been entered into by accepting the offer for Agreement execution granted by the Lessor to the Lessee, whereas this Agreement is subject to any and all provisions of the General terms and conditions of lease and other services (hereinafter: Terms and Conditions), which are a constituent part of the Agreement. In case of inconsistencies in content between the Agreement and these Terms and Conditions, the Agreement shall prevail. For the avoidance of any doubt it is herewith established that the term Agreement within these Terms and Conditions encompasses the Agreement together with these Terms and Conditions.

1.2. The Lessor lets and the Lessee leases the lease object in the Office Building (hereinafter: Lease Object), which Lease Object is in detail described in the Lessors offer for agreement execution (hereinafter: Offer); the Agreement has been executed by accepting the Offer. The Lease Object is visible in the attached plan (Annex 1.). The Lessee is authorized to use the common space and area designated for common usage of all lessees of the floor of the Office Building the Lease Object is located at, as well visible in the attached plan. The Lessee is in any case obliged to adhere to the applicable rules of the Lessor and/or owner of the Office Building, as in force from time to time.

Furthermore is the Agreement entered into in relation to the Lessor's additional services to be provided to the Lessee, as well visible from the Offer, or services stipulated by the Parties by virtue of in the future signed written supplementing agreements.

1.3. The calculation of the size of the Lease Objects floor space has been performed on the basis of the guidelines for

B") gif Gesellschaft für immobilienwirtschaftliche Forschung e.V., stanje travanj 1996. Podna površina Predmeta Zakupa odgovara veličini navedenoj u Ponudi, i Zakupnik potpisom Ponude potvrđuje točnost izmjere.

1.4. Zakupnik ima neisključivo pravo koristiti zajedničke površine Poslovne zgrade, posebice u svrhu prilaza Predmetu Zakupa. Zajedničke površine su sve površine koje sukladno MF-B (površina zakupa s ekskluzivnim pravom korištenja) nisu dio "površine zakupa 1". Korištenje vanjskih površina i zajedničkih prostora/površina Nekretnine od strane Zakupnika, osim onoga nužnog i uobičajenog za prilaz Predmetu Zakupa, dopušteno je isključivo uz prethodno pisano odobrenje Zakupodavca.

1.5. Predmet Zakupa daje se i uzima u zakup isključivo u svrhu korištenja od strane Zakupnika, i to u svrhu kako je navedena u Ponudi. Svaka izmjena svrhe i načina korištenja dopuštena je samo uz prethodno pisano odobrenje Zakupodavca. U zakup se Zakupniku daje samo unutrašnji prostor, ne i vanjska ili zajednička površina.

1.6. Ploče s imenom i tvrtkom Zakupnika bit će u odnosu na sve zakupnike jedinstveno oblikovane i postavljene, sve sukladno svakodobno postojećim odlukama Zakupodavca.

2. STANJE I OPREMA PREDMETA ZAKUPA

2.1. Oprema Predmeta Zakupa bit će utvrđena i popisana u primopredajnom zapisniku iz donjeg članka 3.3. ovih Uvjeta.

Stanje Predmeta Zakupa odgovara zahtjevima nadležnog tijela za graditeljstvo za izdavanje građevinske dozvole za uredsku zgradu. Zakupodavac i/ili vlasnik Poslovne zgrade osim toga ne odgovara niti jamči da Predmet Zakupa ima određeno stanje, određeni izgled ili određenu mogućnost korištenja niti odgovara za bilo kakve povremene nedostatke osim ozbiljnih oštećenja Poslovne zgrade. Ozbiljno oštećenje Poslovne zgrade postoji kada su zahvaćeni struktura i/ili statika zgrade i/ili glavne opskrbe cijevi zgrade.

3. PRIMOPREDAJA

3.1. Primopredaja Predmeta Zakupa izvršit će se na dan početka trajanja Zakupa navedenog u Ponudi.

3.2. Ako se predviđeni datum primopredaje Predmeta Zakupa odgodi zbog razloga nastalih višom silom poput prirodnih katastrofa, rata, štrajka, nemira i sličnog, primopredaja, time i datum početka Zakupa, se odgađa u skladu s trajanjem smetnje. Ukoliko se primopredaja Predmeta Zakupa odgodi iz bilo kojeg razloga za koji Zakupodavac ne odgovara, to neće utjecati na ugovoreno

calculation of office space by the gif Gesellschaft für immobilienwirtschaftliche Forschung e.V. ("MF-B"), as of April 1996. The size of the floor space of the Lease Object is as indicated in the Offer. By signing the Offer the Lessee acknowledges such calculation as correct.

1.4. The Lessee has the non-exclusive right to use the common areas of the Office Building in particular for the purpose of access to the Lease Object. Common areas are all areas which do not constitute part of the "lease space 1" according to MF-B ("lease space with exclusive right to use"). Any usage of the Lessee related to the exterior space and the common areas of the Real Estate, if not necessary and common for the purpose of access to the Lease Object, is subject to the prior written consent of the Lessor.

1.5. The Lease Object shall be let and leased exclusively for the purposes of usage by the Lessee specified in the Offer. Any change of the purpose of usage is subject to the prior written consent of the Lessor. Only the interior space, not the exterior or common area, is let to the Lessee.

1.6. Name and company signs of the Lessee shall be uniformly designed and fixed according to the Lessor's decisions as in place from time to time.

2. CONDITION AND FIT-OUT OF THE LEASE OBJECT

2.1. The fit-out of the Lease Object shall be determined within the handover protocol set forth in the below Clause 3.3. of these Terms and Conditions.

The condition of the Lease Object complies with the requirements set by the building authorities for the issuance of building permit for an office building. Beyond this, the Lessor and/or the owner of the Office Building neither guarantees nor warrants for the Lease Object to be in any particular condition, shape, or to be fit for any particular purpose of use nor is it liable for any defect, which may occur from time to time, save serious defects of the Office Building. Any serious defect of the Office Building subsists if the structure and/or statics of the building and/or main supply lines of the building are affected.

3. HANDOVER

3.1. The handover of the Lease Object will take place on the date determined in the Offer as the Agreement commencement date.

3.2. In the event the stipulated handover date of the Lease Object is delayed for reasons due to force majeure like natural disasters, war, strike, riot or similar, handover, herewith the commencement date as well, shall be rescheduled according to the duration of the interference. If the handover of the Lease Object is delayed for whatsoever

trajanje i početak Zakupa prema Ponudi.

3.3. Primopredaja Predmeta Zakupa utvrdit će se u pisanom zapisniku o primopredaji. U tom zapisniku navest će se svi nedostaci koje je Zakupodavac unutar primjerenog roka obvezan ukloniti na vlastiti trošak. Zbog nedostataka koji ne utječu na mogućnost urednog korištenja Predmeta Zakupa Zakupnik nije ovlašten odbiti preuzimanje Predmeta Zakupa ili odbiti platiti ugovorenu Zakupninu odnosno odbiti ispunjavati druge obveze iz Ugovora.

3.4. Obje strane Ugovora se ovime odriču prava na podnošenje zahtjeva radi naknade štete koja bi mogla proizaći temeljem raskida Ugovora temeljem okolnosti uređenih u ovoj odredbi.

4. TRAJANJE UGOVORA

4.1. Ugovor koji je ugovoren s određenim rokom trajanja ugovoren je s rokom trajanja kako je naveden u Ponudi. Ugovor sklopljen na rok trajanja od 12 mjeseci ili duže se, u slučaju da bilo koja strana Ugovora drugu stranu ne obavijesti o prestanku Ugovora najmanje 30 dana prije isteka pojedinog trajanja Ugovora, svaki puta automatski i prešutno produžuje za daljnje razdoblje trajanja Ugovora od 12 mjeseci uz jednake uvjete.

U slučaju da je Ugovor ugovoren s neodređenim rokom trajanja, svaka strana Ugovora je ovlaštena otkazati Ugovor uz otkazni rok od 30 dana, bez potrebe navođenja razloga za otkazivanje. U slučaju da je Ugovor ugovoren s određenim rokom trajanja, Zakupodavac je ovlašten otkazati Ugovor uz otkazni rok od 3 mjeseca, bez potrebe navođenja razloga za otkazivanje.

4.2. Zakupodavac za vrijeme trajanja Ugovora ima pravo pisanom obaviješću prijevremeno raskinuti/otkazati Ugovor bez ostavljanja otkaznog roka ako se Zakupnik ne pridržava bitnih odredbi Ugovora ili zakonskih odredaba.

Zakupodavac posebice, ali ne isključivo, u sljedećim slučajevima ima pravo otkazati/raskinuti Ugovor bez ostavljanja otkaznog roka prema ovoj odredbi:

- a) ako Zakupnik kasni s plaćanjem Zakupnine ili nekih drugih novčanih obveza (u cijelosti ili djelomično) više od 30 dana;
- b) ako je predan zahtjev za pokretanje stečajnog postupka (i/ili postupka sklapanja predstečajne nagodbe) nad Zakupnikom, odnosno njegovom imovinom, uključujući i ako se isti ne provodi zbog nedostatka sredstava;
- c) ako Zakupnik ili npr. njegovi radnici, klijenti, dobavljači, posjetitelji ili bilo koja druga osoba na bilo koji način povezana sa Zakupnikom nerazumno ometa druge

reason the Lessor is not responsible for, the lease term and commencement as set forth in the Offer remains unaffected.

3.3. The handover of the Lease Object shall be established in handover minutes. These minutes will show all defects which shall be repaired by the Lessor at their own expense within reasonable time. Lessee is not entitled to refuse to takeover the Lease Object due to defects which do not prevent the proper use of the Lease Object or to pay the agreed Rent i.e. fulfil other obligation arising from the Agreement.

3.4. Both Parties hereby waive their right to raise claims for damages that might result from the cancellation of the Agreement due to circumstances set forth in this Clause.

4. TERM

4.1. The Agreement concluded for a limited period of time is concluded for the time period as set forth in the Offer. The Agreement signed for 12 months or longer shall be automatically extended for further 12 months, repeatedly and under the same conditions, until one Party notifies the other that the Agreement may terminate by expiry of the relevant one-year period. Relevant notification is to be served at the latest 30 days prior to expiry of relevant one-year period.

If the Agreement is concluded for an unlimited period of time, each of the Parties is authorized to terminate the Agreement by observing a notice period of 30 days, without the need for any explanation of the termination. If the Agreement is concluded for a limited period of time, the Lessor is authorized to terminate the Agreement by observing a notice period of 3 months, without the need for any explanation of the termination.

4.2. During the term of the Agreement, the Lessor will however be entitled to prematurely terminate the Agreement by written notice with immediate effect if the Lessee fails to comply with material clauses of the Agreement or statutory provisions.

In particular, but not exclusively, the Lessor shall be entitled to terminate the Agreement according to this Clause without notice period if:

- a) the Lessee is late with any Rent payment and/or other pecuniary obligations (fully or partially) for more than 30 days;
- b) bankruptcy proceeding (and/or pre-bankruptcy proceeding) is instituted with respect to Lessee i.e. Lessee's assets, or if the procedure is dismissed for lack of cost covering assets;
- c) the Lessee or for example Lessee's employees, customers, suppliers, visitors, etc, or any other person in any way connected to the Lessee is of unreasonable annoyance to

zakupnike i/ili krši pravila kućnog reda Zakupodavca i/ili vlasnika Poslovne zgrade odnosno njihova upravitelja (u kojem slučaju je Zakupodavac i/ili vlasnik Poslovne zgrade, odnosno njihov upravitelj, ovlašten Zakupniku, njegovim radnicima i/ili posjetiteljima zabraniti pristup Poslovnoj zgradi i/ili Predmetu Zakupa);

d) ako dođe do korištenja Predmeta Zakupa, zajedničkih prostorija i/ili površina na 5. katu, Poslovne zgrade odnosno Nekretnine ili drugih objekata koji čine sastavni dio Poslovne zgrade odnosno Nekretnine od strane Zakupnika ili drugih osoba na bilo koji način povezanih sa Zakupnikom, na način suprotan pravnim propisima ili Uvjetima; nepropisnim korištenjem smatra se i korištenje Predmeta Zakupa u drugu svrhu od one utvrđene u Ponudi;

e) ako dođe do druge teške povrede odredbi Ugovora od strane Zakupnika ili s njim na bilo koji način povezane osobe; lakše povrede odredbi Ugovora od strane Zakupnika ili s njim na bilo koji način povezane osobe smatrat će se teškom povredom ako se ili dogode ponovljeno ili se dogode zajedno s drugim (lakšim) povredama Ugovora;

f) ako Zakupnik suprotno ovim Uvjetima bez prethodnog pisanog odobrenja Zakupodavca ugovori davanje u podzakup Predmeta Zakupa ili na drugi način potpuno ili djelomično preda Predmet Zakupa ili ustupi prava i obveze koje proizlaze iz Ugovora trećim osobama;

g) ako Zakupniku nisu odobrene ili su mu opozvane dozvole potrebne, sukladno zakonu ili nalogu nadležnog tijela, za njegovo poslovanje općenito ili za poslovanje u Predmetu Zakupa;

h) ako Zakupnik ne podigne poštu u uzastopnom vremenskom razdoblju od 14 (četnaest) dana.

4.3. Pored u slučajevima utvrđenim u ovim Uvjetima, Ugovor prestaje i kada to predviđaju zakonske odredbe, ako ne postoji drugačije ugovorno uređenje (na primjer u ovim Uvjetima, ugovoru sklopljenog između Zakupodavca i vlasnika Poslovne zgrade itd.).

4.4. U slučaju prijevremenog prestanka Ugovora sukladno prednjoj točki 4.2., Zakupnik je odgovoran Zakupodavcu za gubitak prihoda iz Ugovora do isteka ugovorenog trajanja Ugovora. To posebice vrijedi ako je ponovno davanje u zakup moguće samo uz nepovoljnije uvjete od onih (koji vrijede u trenutku raskida) Ugovora. Strane Ugovora osim toga izričito ugovaraju da u navedenom slučaju Zakupnik snosi i potrebne troškove prilagodbe Predmeta Zakupa radi ponovnog davanja u zakup. Zakupodavac će u svrhu smanjenja štete uložiti sav trud kako bi Predmet Zakupa što prije dao ponovno u zakup uz povoljnije ili jednake uvjete.

4.5. U slučaju sklapanja Ugovora na određeno vrijeme trajanja, Zakupnik se izričito odriče prava otkaza (redovnog ili izvanrednog otkaza). U slučaju sklapanja Ugovora na neodređeno vrijeme trajanja, Zakupnik se

other lessees and/or violates the house rules of the Lessor and/or the house rules of the owner of the Office Building i.e. their manager (in which case the Lessor and/or the owner of the Office Building, i.e. their manager, may be authorized to prevent the Lessee, their employees and/or visitors from accessing the Office Building and/or the Lease Object);

d) the Lessee or any other person affiliated with the Lessee makes a detrimental use of the Lease Object, or of the common spaces and/or areas of the 5. floor or the Office Building or the Real Estate or of another object which forms a constituent part of the Office Building/Real Estate; if the Lessee uses the Lease Object for other purposes than the agreed use according to the Offer, such use will also be deemed a substantially detrimental use;

e) there is any other material violation of provisions of the Agreement by the Lessee or any person affiliated with the Lessee; minor violations of the Agreement by the Lessee or its affiliated persons shall be deemed as material violations, if they occur repeatedly or come along with other (minor) violations of the Agreement;

f) the Lessee contrary to these Terms and Conditions agrees to sublet the Lease Object or otherwise fully or partially hands over the Lease Object or assigns the rights and responsibilities deriving from the Agreement to third parties without the prior written consent of the Lessor;

g) the Lessee is not granted, or have been revoked, the permits necessary, pursuant to law or order of the competent authority, for the operation of its enterprise in general or within the Lease Object;

h) if the Lessee does not take over the mail in a consecutive period of 14 (fourteen) days.

4.3. Further to the events set forth in these Terms and Conditions, the Agreement may terminate as well in the cases provided for by legal provisions if there is no different regulation in place (for example in these Terms and Conditions, the agreement entered into between the Lessor and the owner of the Office Building etc.).

4.4. In the event of Agreement premature termination according to above Clause 4.2. shall the Lessee also be liable for the Lessor's loss of revenues until the completion of the agreed term of Agreement duration. This applies in particular if the Lease Object can only be re-rented at conditions less favourable than the ones of the Agreement (as applicable at the time of termination). Furthermore, the Parties expressly agree that in such event the Lessee shall also bear the costs for the necessary adaption of the Lease Object for re-rent. In view of its duty to mitigate the damage, the Lessor shall use its best efforts to re-rent the Lease Object at more favourable or at least same conditions as soon as possible.

4.5. If the Agreement is executed for a defined period of time, the Lessee expressly waives their right to an (ordinary or extraordinary) termination. If the Agreement is executed for an undefined period of time, the Lessee expressly waives

izričito odriče prava izvanrednog otkaza/raskida.

5. ZAKUPNINA I DRUGE NOVČANE OBVEZE

5.1. Iznos mjesečne Zakupnine za Predmet Zakupa (odnosno cijena za usluge virtualnog ureda što se u svrhu tumačenja Ugovora smatra Zakupninom, a uključuje i naknadu i troškove, ako na pojedinom mjestu nije drugačije specificirano) utvrđen i ugovoren je Ponudom. Ukoliko se Zakupnina plaća za razdoblje kraće od jednog punog kalendarskog mjeseca, tada je iznos Zakupnine za svaki kalendarski dan 1/30 od iznosa ukupne ugovorene mjesečne Zakupnine.

Zakupnina, polog te sve druge novčane obveze plaćaju se u ugovorenoj valuti. Za eventualno preračunavanje koristi se prvi srednji EUR tečaj objavljen od HNB-a, odnosno tečaj objavljen na 1. radni dan u mjesecu izdavanja računa. Račun se ispostavlja i plaća unaprijed. Ukoliko Hrvatska Narodna Banka objavljuje različite tečajeve bez srednjeg kupovnog i prodajnog tečaja, izračunava se srednja vrijednost tečaja.

Osim Iznosa mjesečne Zakupnine, Zakupnik je obavezan plaćati i ostale naknade i troškove sukladno Zakonu o zakupu i kupoprodaji poslovnog prostora te ovim Uvjetima i Ugovoru. Visina odnosnih naknada i troškova zakupa plaća se u iznosu navedenom u Ugovoru i podložna je promjenama temeljem cijene dobara, robe i usluga izraženih indeksom, na način kako je to definirano člankom 5.4. ovih Uvjeta.

Eventualne dodatne usluge koje Zakupnik koristi prema utvrđenim uvjetima i cijenama Zakupodavca (na primjer kopiranje dokumentacije, korištenje daljnjih telefonskih linija i slično), iskazuju se i naplaćuju također u ovim računima, a Zakupodavac ih je ovlašten naplaćivati i posebno u odvojenim računima.

5.2. Zakupnik je obavezan plaćati porez na dodanu vrijednost na Zakupninu i sva druga plaćanja prema Zakupodavcu, prema svakodobno primjenjivom stopom.

5.3. Svi računi se plaćaju najkasnije na datum dospijeca kako će biti naveden na računima, bez ikakvih umanjena, na račun kojega odredi Zakupodavac; sve troškove prijenosa uplate snosi Zakupnik. U slučaju povrede ove odredbe, Zakupnik je obavezan platiti sve troškove nastale uslijed kašnjenja u plaćanju kao i zakonske zatezne kamate. Ova se odredba na odgovarajući način primjenjuje na sva plaćanja Zakupnika prema Zakupodavcu.

Iznimno, ukoliko Zakupnik želi sklopiti Ugovor putem aplikacije ili web sučelja na www.instantoffice.hr, tada je, kao uvjet za sklapanje Ugovora na odnosi način,

their right to an extraordinary termination.

5. RENT AND OTHER PAYMENTS

5.1. The monthly Rent for the Lease Object (or price for the virtual offices which for the purpose of the Agreement shall be construed as Rent, including fee and expenses if not elsewhere specified otherwise) will amount to the sum set out in and agreed upon within the Offer. If the Rent is payable for a period less than a calendar month, it will amount to 1/30 of the monthly Rent per each calendar day.

The Rent, deposit as well as further pecuniary obligations are payable in stipulated currency. Possible conversion shall be conducted applying the first mid exchange rate for EUR of the Croatian National Bank, i.e. the exchange rate published on the 1st business day in the invoice issuance month. The invoice is issued and paid in advance. If the Croatian National Bank publishes different exchange rate without the mid buying and selling rate, the mid exchange rate shall be calculated.

Besides the monthly Rent, the Lessee is obliged as well to pay other fees and expenses in accordance with the Act on Lease And Sale of Business Premises. The amount of respective fees and expenses for the first year of lease shall be paid in amount set in the Agreement and is subject to change based on the price of goods, supplies and services expressed by index, as defined by Clause 5.4 of these Terms and Conditions.

Potential further services the Lessee used according to determined Lessor's conditions and prices (for example document copying, usage of further phone lines and similar), may as well be listed in and charged by virtue of those invoices whereby the Lessor may as well be authorized to charge those services by virtue of separate invoices.

5.2. The Lessee shall pay the VAT, as applicable from time to time, pertaining to the Rent and any other payments to be conducted to the Lessor.

5.3. The invoices shall at the latest be paid until due date as indicated at the invoices, without any deductions, to the account designated by the Lessor; all costs relating to the money transfer shall be borne by the Lessee. In the event of default hereof, shall the Lessee pay all costs caused by the delay in payment as well as statutory penalty interest. This provision respectively applies to any other payment obligations the Lessee may have towards the Lessor.

As an exception, if the Lessee wants to enter into Agreement using the application or web interface on www.instantoffice.hr, then, as a condition to enter the

Zakupninu (i/ili naknadu i troškove te sve druge novčane obveze ako je primjenjivo) potrebno uplatiti bankovnom karticom ili bankovnom uplatom (unošenjem podataka s bankovne kartice u za to predviđena polja ili „scanom“ odgovarajućeg QR koda koji će biti prikazan na zaslonu nakon odabira načina plaćanja) odmah po primitku Ponude.

5.4. Strane Ugovora izričito ugovaraju da će se Zakupnina, naknade i troškovi za Predmet Zakupa sa početkom svake kalendarske godine povećati prema Zakupnini prethodne kalendarske godine u mjeri u kojoj se Monetary Union Index for Consumer Prices (MUICP) (ili neki drugi indeks ako ga zamjenjuje), kojeg objavljuje EUROSTAT, povećavao za mjesec rujan prema vrijednosti rujna prethodne godine.

Dodatno, Zakupodavac ima pravo izmjene (povećanje ili umanjeње) iznosa naknada i troškova koji su u svezi i/ili proizlaze iz ovog Ugovora tijekom vremena Zakupa o čemu se pravodobno obvezuje obavijestiti Zakupnika. Potpisom ovog Ugovora Zakupnik pristaje da se plaćanje računa za odnosno vremensko razdoblje na koje se izmjene odnose, za potrebe ovog Ugovora smatra prihvaćanjem odnosne izmjene koje proizvodi učinke dodatka odnosno izmjene i/ili dopune ovog Ugovora u smislu njegovog članka 15.6.

5.5. Zakupnik nije ovlašten, odnosno svojim potpisom na Ponudi se odriče prava jednostranog prijeba svojih potraživanja s potraživanjima Zakupodavca, te nije ovlašten na odnosno odriče se eventualnog prava zadržanja.

5.6. Na dan potpisivanja Ugovora na određeno vrijeme Zakupnik će Zakupodavcu u svrhu osiguranja svih potraživanja po Ugovoru dati ili neopozivu i bezuvjetnu bankarsku garanciju izdanu od hrvatske banke kao člana prvorazredne međunarodne banke (grupe), plativu na prvi poziv bez prigovora ili beskamatni polog uplaćen na žiro račun, sve u visini predviđenom Ponudom. Bankarska garancija bit će s rokom važenja koji je jednak trajanju Ugovora plus 2 mjeseca. Zakupnik je u slučaju bilo kakvog, tako i automatskog i prešutnog produženja Ugovora sukladno prednjoj točki 4.1. ovih Uvjeta obavezan Zakupodavcu, najkasnije u roku od 15 dana prije isteka pojedinog roka trajanja Ugovora, dostaviti novu bankarsku garanciju sa jednakim uvjetima i jednakim rokom trajanja.

Na dan potpisivanja Ugovora na neodređeno vrijeme Zakupnik će Zakupodavcu u svrhu osiguranja svih potraživanja po Ugovoru na žiro račun uplatiti beskamatni polog, u Ponudom predviđenoj visini. U slučaju da se iznos pologa plati prije potpisivanja Ponude, to jest prije sklapanja Ugovora, a do sklapanja Ugovora ne dođe iz bilo kojeg razloga unutar roka od 30 dana od uplate depozita, Zakupodavac je ovlašten zadržati predmetno plaćanje te

Agreement in a respective way, the Rent (and/or fees and expenses as well as further pecuniary obligations, if applicable) has to be paid by a bank card or through a banking transaction (by entering bank card's data in pre-designated fields or by scanning an appropriate QR code that shall be displayed on screen after selection of a payment method) immediately after the Offer is received.

5.4. The Parties mutually agree that the Rent for the Lease Object and all costs for Lease Object will be increased as of the beginning of each calendar year in relation to the Rent of the previous calendar year to the extent the Monetary Union Index for Consumer Prices (MUICP) (or the index replacing it from time to time), published by EUROSTAT, increased concerning the index figure published by EUROSTAT for the month September with the index figure published for September of the preceding calendar year.

In addition, Lessor is entitled to change (increase or decrease) amount of fees and expenses arising out of and/or related to this Agreement during the time of Lease, on which shall inform the Lessee timely. By signature to this Agreement the Lessee accepts that payment of an invoice referring to a respective time period to which changes relate to is, for the purposes of this Agreement, understood as acceptance of respective change producing effects of an annex, i.e. amendment and/or addition to this Agreement within the meaning of Clause 15.6 herein.

5.5. The Lessee is not entitled to, i.e. with its signature on the Offer the Lessee waives any right to, unilateral claim set off of its claims against claims of the Lessor or to assert retention right.

5.6. On signing date of the Agreement signed for a defined period of time, the Lessee shall provide the Lessor as security deposit for all claims under the Agreement either an irrevocable and unconditional bank guarantee issued by a Croatian bank as a member of a first class international major bank (group), payable upon first demand without objections or a non-interest deposit paid to the Lessor bank account, all in the amount as set forth in the Offer. The bank guarantee shall have a life of the entire term of the Agreement plus 2 months. In the event of any, including an automatically extension of Lease term according to above Clause 4.1., shall the Lessee be obliged to provide the Lessor at the latest 15 days prior to expiry of relevant Lease term with a new bank guarantee, issued under identical terms and for an identical life.

On signing date of the Agreement signed for an undefined period of time, shall the Lessee provide the Lessor as security deposit for all claims under the Agreement a non-interest deposit, paid to the bank account, in the amount as set forth in the Offer. If the amount of the security deposit was paid prior to signing the Offer, i.e. prior to Agreement execution, and the execution of the Agreement failed for any reason within 30 days of deposit payment, shall the Lessor be

Zakupnik nije ovlašten potraživati povrat ovog plaćanja.

authorized to keep relevant payment and shall the Lessee not to authorized to claim return of such payment.

Zakupnik izričito i neopozivo ovlašćuje Zakupodavca da temeljem predane bankarske garancije odnosno danog pologa bez ikakvih daljnjih pitanja ili odobrenja namiri bilo koje svoje potraživanje iz Ugovora (uključujući i dodatnih usluga, naknada štete nastale na Predmetu Zakupa, 5. katu, Poslovnoj zgradi, Nekretnini itd.) bez obzira da li je potraživanje dospjelo za vrijeme trajanja Ugovora ili poslije.

The Lessee explicitly and irrevocably authorises the Lessor to collect any of the Lessor's claims under the Agreement pursuant to the submitted bank guarantee i.e. deposit made (including those arising from additional services of the Lessor, damage occurred on the Lease Object, the 5. floor, Office Building, Real Estate etc.) subject to no further approvals or consents, irrespective if the due date of the claims falls within the agreed term of the Agreement or after.

Ako Zakupodavac iz danog sredstva osiguranja iskoristi bilo koji iznos radi namirenja neke svoje tražbine, Zakupnik je na poziv Zakupodavca obavezan istom predati u roku od najviše 14 dana novu bankarsku garanciju u visini prijašnjeg iznosa i istog trajanja ili ishoditi da predmetna banka povećava iznos bankarske garancije na prijašnji iznos odnosno je obavezan povećati polog na prvobitni iznos.

If the Lessor collects any of its claims from any collateral given, the Lessee shall at the Lessor's request, submit to the Lessor a new bank guarantee in the original amount and duration or provide for the respective bank to increase the amount of the bank guarantee to the original amount, i.e. the Lessee shall increase the amount of the Deposit to the original amount, all within a 14 days term.

Ako Zakupnik povrijedi obvezu dostave nove bankarske garancije/održavanja bankarske garancije u iznosu i/ili trajanju sukladno odredbama Ugovora, to jest Ponude i ovih Uvjeta, tada je Zakupodavac ovlašten naplatiti cjelokupni iznos postojeće bankarske garancije i koristiti taj iznos kao polog sukladno odredbama ovih Uvjeta, sve do dostave nove bankarske garancije u ugovorenom iznosu i trajanju od strane Zakupnika. Zakupodavac je obavezan vratiti bankarsku garanciju/polog bez odlaganja nakon što je izvjesno da nema više nikakvih potraživanja prema Zakupniku.

If the Lessee fails to submit a new bank guarantee/fails to maintain a bank guarantee in the amount and/or duration as provided for in the Agreement, i.e. the Offer and these Terms and Conditions, the Lessor shall be authorized to draw the full amount of the current bank guarantee and to use this amount as a deposit according to the provisions of these Terms and Conditions, until the Lessee delivers the new bank guarantee in the stipulated amount and duration. The Lessor is obliged to return the bank guarantee/deposit to the Lessee after it is clear that the Lessor has no further claims against the Lessee.

6. ODRŽAVANJE PREDMETA ZAKUPA

6. MAINTENANCE OF THE LEASE OBJECT

6.1. Zakupnik je obavezan, uz isključenje i/ili izmjenu članka 11., 12., 13. i 14. hrvatskog Zakona o zakupu i kupoprodaji poslovnoga prostora, Predmet Zakupa svakodobno držati i održavati u dobrom stanju, sve na vlastiti trošak i bez prava na naknadu, te na vlastiti trošak izvršiti sve popravke (uključujući potrebnu zamjenu uređaja) uz iznimku popravaka ozbiljnih oštećenja Poslovne zgrade.

6.1. The Lessee is obliged, under exclusion and/or modification of Section 11, 12, 13 and 14 of the Croatian Act on Lease And Sale of Business Premises at any time to keep and maintain the Lease Object in impeccable good condition at their own expense without any compensation right, and to carry out at their own expense all repairs (including due exchange of appliances) save for repair of serious damage of the Office Building.

Zakupnik će pisanim putem odmah obavijestiti Zakupodavca ili upravu Poslovne zgrade o ozbiljnim oštećenjima. Zakupnik se izričito odriče prava na otkaz/raskid Ugovora u slučaju provođenja radova održavanja od strane Zakupodavca i/ili vlasnika Poslovne zgrade. Zakupnik je obavezan prema Predmetu Zakupa te sa svom u njemu, kao i na 5. katu Poslovne zgrade, sadržanom opremom, prozorima s roletama, vratima, ulaznim vratima, postrojenjima i uređajima kao i zajedničkom opremom i postrojenjima (funkcionalni i dekorativni predmeti) odnositi se s brigom i dužnom pažnjom i koristiti Predmet Zakupa uključujući zajedničku opremu i postrojenja bez ometanja drugih zakupnika i cijele Poslovne zgrade, Nekretnine.

The Lessee shall notify the Lessor or the Office Building management without delay of all serious damages in writing. The Lessee explicitly waives its right to terminate the Agreement in case of implementation of Lessor's maintenance works/maintenance works of the owner of the Office Building. The Lessee is obliged, to treat the Lease Object and the furnishing, equipment, windows and blinds, doors, facilities and furnishing contained in the Lease Object and the 5. floor of the Office Building as well as the common installations and facilities (installed for functioning or decoration), with due care and to use the Lease Object including common facilities without interfering with the other lessees and the entire Office Building, Real Estate.

6.2. Zakupnik jamči da neće prekoračiti maksimalno opterećenje stropa koje je propisano od strane nadležnih tijela graditeljstva; Predmet Zakupa te zajedničke dijelove Poslovne zgrade, i/ili 5. kata, će koristiti pridržavajući se svih službenih propisa, posebice protupožarnih propisa i pravila o zaštiti na radu, te je ovlašten koristiti Predmet Zakupa i zajedničke dijelove Poslovne zgrade samo u zakonom i propisima dopuštenoj mjeri i dopuštenom načinu. Zakupnik je prema svima odgovoran za štete nastale mogućim povredama ove odredbe.

Ako se uslijed poslovanja Zakupnika pokažu nužnim građevinski radovi temeljem građevinskih, radnih, protupožarnih ili drugih propisa, Zakupnik je obavezan snositi troškove takvih radova.

6.3. Zakupnik odgovara za štetu koju nakon primopredaje Predmeta Zakupa na Predmetu Zakupa, i/ili 5. katu (kao na primjer na funkcionalnim i dekorativnim predmetima uređenja i opremanja), prouzroči on, njegovi radnici, dobavljači, suradnici koje je on angažirao, kao i osobe koje se kreću Predmetom Zakupa, a na bilo koji su način povezani sa Zakupnikom. Ako Zakupnik tvrdi da je štetu prouzročila treća osoba za koju temeljem zakona ili Ugovora on ne odgovara, snosi teret dokazivanja ovih tvrdnji.

6.4. Zakupnik je odgovoran Zakupodavcu i za štetu koju na Poslovnoj zgradi, Nekretnini, uključujući parkirnim mjestima i prilaznim putovima, prouzroče on, njegovi radnici i dobavljači, suradnici koje je on angažirao, kao i osobe koje se kreću Poslovnom zgradom/Nekretninom, a na bilo koji su način povezani sa Zakupnikom.

6.5. Zakupnik će Zakupodavca odmah pisano obavijestiti o gubitku/krađi ključeva/kodnih kartica. Ukoliko je potrebna zamjena uređaja za zaključavanje, Zakupnik će snositi sve troškove ili će nadoknaditi Zakupodavcu sve ovime nastale troškove.

6.6. Postojeće opskrbe i odvodne cijevi (struja, plin, voda, kanalizacija itd.) smiju se koristiti samo u onoj mjeri u kojoj ne nastaje njihovo preopterećenje.

6.7. Ako Zakupnik unatoč pisanoj opomeni ne ispunjava svoje obveze sukladno ovoj točki Uvjeta ili ako postoji prijeteća opasnost, Zakupodavac je – bez utjecaja na njegovo pravo iz gornjeg članka 4.2. ovih Uvjeta – ovlašten naložiti izvođenje potrebnih radova na račun Zakupnika. U slučaju prijeteće opasnosti ili nepoznatog mjesta nalaženja Zakupnika nije potreba prethodna opomena Zakupodavca.

6.8. Za Zakupnika ne nastaju nikakva prava u slučaju nedostataka mehaničkih i električnih instalacija, kao npr. dovoda vode, kvarova na plinskim, rasvjetnim, strujnim, kanalizacijskim, vodovodnim cijevima i slično. Međutim,

6.2. The Lessee warrants that the maximum load on the ceiling prescribed by the building authority will not be exceeded; the Lessee shall use the Lease Object and communal areas of the Office Building, and/or the 5. floor, by observing all official provisions, particularly fire safety provisions and safety at work rules and make only use of the Lease Object and communal areas of the Office Building to the extent and in the manner permitted by law and official regulations. The Lessee is in general liable to everybody for damages arising from violations thereof.

If building measures become necessary due to building regulations, employment law, fire or other regulations connected to Lessee's business activities, the Lessee shall bear the costs for such work.

6.3. The Lessee is liable for damages caused on the Lease Object, and/or the 5. floor (as for example on the equipment and fit-out granted either for decoration or functional purposes) by the Lessee, Lessee's employees, suppliers, contractors commissioned by the Lessee as well as by any person frequenting the Lease Object or any person affiliated to the Lessee in any way, if these damages are caused after the takeover; if the Lessee claims that these damages have been caused by a third party who is not the Lessee's responsibility under no laws or the Agreement, it shall bear the burden of proof.

6.4. The Lessee is also liable to the Lessor for damages on the Office Building, Real Estate, including car parking facilities and access roads, caused by the Lessee, Lessee's employees and suppliers, contractors commissioned by the Lessee as well as by any person frequenting the Lease Object or any person affiliated to the Lessee in any way.

6.5. The Lessee shall notify the Lessor in writing without delay of any loss/theft of keys/cards. If a change of the master key system becomes necessary, the Lessee shall pay or reimburse the Lessor for all costs thus incurred.

6.6. The existing supply and refuse mains (power, gas, water, sewage, etc.) may only be used to the extent that no overload occurs.

6.7. If the Lessee defaults on the obligations under this Clause of these Terms and Conditions, despite of written notice, or if there is a risk of imminent danger, the Lessor is – without prejudice to its right under Clause 4.2. of these Terms and Conditions – entitled to arrange for the work to be carried out at the expense of the Lessee. No notice will be required in the event of imminent danger or unknown whereabouts of the Lessee.

6.8. The Lessee cannot derive any rights from defects in the mechanical and electrical installations such as water supply, breakdowns of gas-, lighting-, power-, drains-, water mains, lifts or the like. The Lessor however undertakes to

Zakupodavac jamči da će poduzeti sve potrebno za popravak bez odgađanja.

6.9. Zakupodavac i/ili vlasnik Poslovne zgrade neće biti odgovaran za ozljede osoba ili za štetu na imovini nastale zbog vlage, požara, krađe ili sličnih djelovanja/sličnog postupanja trećih u odnosu na osobe/predmete koje se nalaze u Predmetu Zakupa uključujući i robu ili opremu u vlasništvu Zakupnika, bez obzira na vrstu štete i/ili oštećene imovine, osim ako su radnici Zakupodavca namjerno ili grubom nepažnjom prouzročili takvu ozljedu ili štetu.

6.10. Potpisivanjem Ponude Zakupnik izjavljuje da su se ispunili svi zakonom predviđeni preduvjeti te da raspolaže sa svim dozvolama potrebnim za njegovo poslovanje, osobito u skladu s određenim predmetom poslovanja, općenito te u Predmetu zakupa, te da će u suprotnom Zakupodavcu nadoknaditi bilo kakvu štetu ili namiriti bilo kakvo potraživanje treće osobe. Zakupodavac s ovog osnova (na primjer bilo kakve obveze povezane sa zaštitom na radu, zaštiti potrošača itd.) nema nikakvih obveza ili odgovornosti prema Zakupniku ili trećim osobama.

Zakupnik se obvezuje da će Zakupodavcu i/ili vlasniku Poslovne zgrade nadoknaditi bilo kakvu i/ili sve štete i/ili potraživanja koja proizlaze iz poslovanja Zakupnika i/ili korištenja Predmeta Zakupa i za bilo kakva potraživanja trećih protiv Zakupodavca koja proizađu iz poslovanja Zakupnika i/ili korištenja Predmeta Zakupa.

7. GRAĐEVINSKE IZMJENE

7.1. Zakupnik nije ovlašten provoditi građevinske izmjene Predmeta Zakupa, bilo kakve vrste.

7.2. Zakupodavac i/ili vlasnik Poslovne zgrade je ovlašten provesti poboljšanja, popravke i građevinske izmjene koje su potrebne za redovito očuvanje, održavanje i/ili modernizaciju Predmeta Zakupa, uz isključenje i/ili promjenu odredbi članka 11., 12., 13. i 14. hrvatskog Zakona o zakupu i kupoprodaji poslovnoga prostora i bez odobrenja Zakupnika.

Zakupnik se izričito odriče prava na otkaz/raskid Ugovora i zahtjeva radi smanjenja Zakupnine u slučaju gore navedenih radova.

8. PRISTUP PREDMETU ZAKUPA

8.1. Zakupodavac ili njegov zastupnik, i/ili vlasnik Poslovne zgrade, tijekom radnog vremena je, uz prethodnu najavu, svakodobno ovlašten pristupiti Predmetu Zakupa:

- a) kako bi pripremio i izvršio građevinske izmjene;
- b) kako bi pregledao stanje Predmeta Zakupa;
- c) kako bi Predmet Zakupa pokazao mogućim zakupnicima;
- d) zbog drugih važnih razloga.

immediately arrange for the necessary steps to be taken to repair these faults without delay.

6.9. The Lessor and/or the owner of the Office Building shall not be liable for damages or injuries of persons caused by dampness, fire, theft or similar third party actions with respect to persons/objects in the Lease Object, including goods or equipment belonging to the Lessee, of whatsoever kind, unless the Lessor's employees have caused such damage or the injury by intent or gross negligence.

6.10. By executing the Offer the Lessee declares that any and all conditions prescribed by law were fulfilled and that they dispose over any and all permits necessary for their business operation having in mind its particular scope of business, in general as well as within the Lease Object.

At the contrary they may reimburse to the Lessor any damage it may have or settle any third parties claim. The Lessor shall on these grounds (for example obligations connected with the protection of employees, consumer protection etc.) have no obligations or responsibilities towards the Lessee or any third person.

The Lessee undertakes to indemnify the Lessor and/or the owner of the Office Building against any and all damages and/or claims of the Lessor arising from the Lessee's business operations and/or use of the Lease Object and for any claims against the Lessor by third parties arising from the Lessee's business operations and/or use of the Lease Object.

7. STRUCTURAL ALTERATIONS

7.1. The Lessee is not entitled to conduct structural alterations of the Lease Object of whatsoever nature.

7.2. The Lessor and/or the owner of the Office Building shall be entitled to carry out refurbishments, repairs and structural alterations required for the due preservation, maintenance and/or modernization of the Lease Object under exclusion and/or modification of Sections 11, 12, 13 and 14 of the Croatian Act on Lease And Sale of Business Premises even without Lessee's consent. The Lessee expressly waives its right to terminate the Agreement or claim a Rent reduction in case the above mentioned works being carried out.

8. ACCESS TO LEASE OBJECT

8.1. The Lessor or the Lessor's agent, and/or the owner of the Office Building, is entitled to enter the Lease Object after prior notice at any time during business hours:

- a) to prepare and perform structural alterations;
- b) for the inspection of the Lease Object;
- c) to show the Lease Object to potential lessees;
- d) for other important reasons.

8.2. U slučaju prijeteće opasnosti je Zakupodavac ovlašten pristupiti Predmetu Zakupa u svako doba dana i noći, bez potrebe prethodne obavijesti.

9. PODZAKUP, USTUPANJE, PRIENOS POSLOVANJA

9.1. Zakupniku nije dozvoljeno Predmet Zakupa, ili njegov dio, dati trećima u podzakup, uz naknadu ili bez naknade na korištenje ili na drugi način prenijeti Predmet Zakupa, posebice u obliku prijenosa svoga poslovanja, na treću osobu ili u cijelosti ili djelomično prenijeti prava i obveze iz Ugovora.

9.2. Zakupnik će obavijestiti Zakupodavca o svakoj promjeni svoje tvrtke ili pravnog oblika kao i o promjenama činjenica vezanima uz njegovu odgovornost, npr. smanjenje temeljnog kapitala, promjena važnih članova društva itd.

10. OBVEZE NAKON PRESTANKA UGOVORA

10.1. Nakon prestanka Ugovora Zakupnik je obavezan kako Predmet Zakupa tako i svu opremu i druge predmete koji su mu predani u provođenju Ugovora i/ili radi korištenja dodatnih usluga Zakupodavca, vratiti u stanju u kojem ga/ih je preuzeo.

10.2. Nakon prestanka Ugovora se svi ključevi/kodne kartice moraju vratiti bez naknade. Ako gubitak ili nevraćanje ključa/kodne kartice od strane Zakupnika prouzroči mijenjanje sustava za zaključavanje, Zakupnik snosi sve s tim povezane troškove odnosno obavezan ih je nadoknaditi Zakupodavcu.

10.3. Zakupnik izjavljuje da u slučaju prestanka Ugovora iz bilo kakvog razloga neće potraživati naknadu za povremena ulaganja u Predmet Zakupa. Međutim, Zakupnik je obavezan na zahtjev Zakupodavca i/ili vlasnika Poslovne zgrade na vlastiti trošak ukloniti odnosno naložiti uklanjanje ugradnji kao i žica i kabela, posebice EOP-instalacija, na odgovarajući način.

10.4. Ako Zakupnik obveze sukladno člancima 10.1, 10.2 i/ili 10.3 ovih Uvjeta ne ispuni ili ne ispuni pravodobno ili ih ispuni neuredno, Zakupodavac i/ili vlasnik Poslovne zgrade je ovlašten na račun Zakupnika isprazniti i očistiti Predmet Zakupa od svih instalacija, kabela i pokretnina u kojem slučaju se Zakupnik odriče bilo kakvih prava ili zahtjeva u odnosu na tu imovinu koja se smatra napuštenom od strane Zakupnika.

Zakupnik će nadoknaditi Zakupodavcu svu i bilo kakvu štetu koja mu je nanesena otklanjanjem imovine trećih u dobroj vjeri (koja se pretpostavlja dok se ne dokaže suprotno). Nadalje je Zakupodavac ovlašten na račun

8.2. In case of imminent danger, the Lessor may enter the Lease Object without prior notice at any day and night time.

9. SUB-LETTING, ASSIGNMENT, TRANSFER OF BUSINESS

9.1. The Lessee is not allowed to sublet the Lease Object or parts thereof, to put it at the disposal of third parties with or without consideration or to otherwise transfer the Lease Object, in particular by lease of its business, or to assign the rights and obligations under the Agreement, in whole or in part, to third parties.

9.2. The Lessee shall notify the Lessor of any change of his company name or legal form and of any other liability related circumstances regarding its person, like capital reduction, change of important shareholders, etc.

10. OBLIGATIONS DUE TO TERMINATION OF THE AGREEMENT

10.1. Upon termination of the Agreement, the Lessee shall return the Lease Object, as well as any and all equipment and other assets received according to the Agreement and/or the usage of additional services of the Lessor, in the same condition as overtaken.

10.2. All keys/cards shall be returned without compensation to the Lessor upon termination of the Agreement. If the loss or non-restitution of keys/cards requires a change of the master key system, the Lessee shall pay or reimburse the Lessor for all costs incurred.

10.3. For the event of termination of the Agreement for whatsoever reason, the Lessee waives its right to claim compensation for any investments, relating to the Lease Object, conducted from time to time. However, at Lessor's request, and/or the request of the owner of the Office Building, the Lessee shall at their own expense remove and properly dispose of or cause to have removed and properly disposed of all installations as well as wires and cables, in particular EDP wiring, at their expense and to dispose of the same in proper manner.

10.4. If the Lessee failed to (timely and properly) fulfil any of its obligations according to Clauses 10.1., 10.2. and/or 10.3. hereof, the Lessor and/or the owner of the Office Building is entitled to remove and clear the Lease Object at the Lessees' expense from all wires, cables and movable assets in which case the Lessee waives any kind of rights and claims in relation to these assets which are assumed abandoned by the Lessee.

The Lessee shall indemnify and hold the Lessor harmless against any and all damage caused by the bona fide elimination (which is presumed unless the opposite is proved) of third party property. Furthermore, the Lessor is

Zakupnika očistiti i oličiti Predmet Zakupa.

entitled to have the Lease Object cleaned and painted at the Lessees' expense.

11. PRIJENOS

11. ASSIGNMENT

11.1. Zakupodavac je ovlašten svakodobno prenijeti prava i obveze iz Ugovora na treću osobu, u cijelosti ili djelomično (uključujući prijenos Ugovora na treću osobu, na što Zakupnik već unaprijed, prihvaćanjem Ponude i sklapanjem Ugovora, daje svoj pristanak). Prava i obveze Zakupodavca iz Ugovora prenose se na singularnog ili univerzalnog sljednika Zakupodavca bez potrebe ishoda posebnog odobrenja Zakupnika (a sklapanjem Ugovora Zakupnik daje opće odobrenje i pristanak na promjenu u osobi Zakupodavca, a obvezuje se na zahtjev Zakupodavca dati i posebni pisani pristanak), s tim da je Zakupodavac obavezan obavijestiti Zakupnika o namjeravanom prijenosu, a Zakupnik je obavezan nastaviti ovime osnovani ugovorni odnos.

11.1. The Lessor is at any time entitled to assign its rights and obligations under the Agreement, in whole or in part (including the transfer of the Agreement to a third party, which is, by accepting the Offer and executing the Agreement, in advance authorized by the Lessee). The Lessors' rights and obligations under the Agreement shall be transferred to any singular or universal successor of the Lessor subject to no Lessee's consent (whereas by entering into the Agreement the Lessee grants his general consent to the change of the Lessor and further undertakes to grant, on the request of the Lessor, separate and specific authorization as well). The Lessor undertakes to notify the Lessee on the intended assignment and the Lessee shall be obliged to continue to adhere to the rights and obligations as set out hereunder.

11.2. Zakupnik nije ovlašten ustupiti svoja prava i obveze iz Ugovora trećoj osobi.

11.2. The Lessee is not entitled to assign its rights and obligations under the Agreement to a third party.

12. DODATNE USLUGE

12. ADDITIONAL SERVICES

12.1. Prihvatom Ponude, to jest već sklapanjem Ugovora, Zakupnik opunomoćuje Zakupodavca i obvezuje se po potrebi izdati Zakupodavcu i/ili njegovim radnicima, pojedinačne punomoći koje bi se pokazale potrebnim u svrhu korištenja usluga Zakupodavca vezanih za davanje u zakup Predmeta Zakupa i izvršenja sljedećih (dodatnih) usluga (ili drugih usluga koje nisu pojedinačno određene u ovim Uvjetima).

12.1. By accepting the Offer, i.e. already by entering into the Agreement, the Lessee empowers the Lessor and undertakes to grant, if necessary, to the Lessor and/or to their employees, single power of attorneys if they appear required for providing services by the Lessor connected to the lease of the Lease Object and the following (additional) services (or other services not expressly described in these Terms and Conditions).

U odnosu na dodatne usluge Zakupnik je temeljem ovih Uvjeta obaviješten te potpisom Ponude i prihvaća da Zakupodavac ne odgovara za rad, propuste ili postupke trećih osoba, naročito dobavljača, bilo koje vrste i prirode. Ovo se na primjer ali ne isključivo odnosi na slučaj kvara ili greške kod pružatelja telekomunikacijskih usluga, kvara na fotokopirnim strojevima, i drugo.

In relation to Lessors' additional services is the Lessee by way of these Terms and Conditions notified, and by signing the Offer the Lessee grants their acceptance thereto, that the Lessor has no liability in connection to services, failures or actions of third parties, in particular service providers, of any kind and nature. This for example, but not exclusively, relates to events of breakdowns and failures of telecommunication services providers, breakdown of copying machines, and other.

12.1.1. Usluge vezane uz poštu

12.1.1. Mail related services

a) zaprimanje pošte; u svrhu zaprimanja preporučenih poštanskih pošiljaka, kurirskih pošiljaka ili drugih pošiljaka koje se dostavljaju osobnom dostavom; Zakupnik će, na u pojedinom slučaju potreban i dogovoren način, opunomoćiti radnika Zakupodavca;
b) otvaranje, skeniranje i slanje na e-mail za Zakupnika zaprimljene pošte, na način uređen pojedinim opisom usluge Zakupodavca, utvrđen prije svega u Ponudi;
c) prosljeđivanje za Zakupnika zaprimljene pošte na željenu adresu, u koju svrhu je Zakupnik obavezan prethodno Zakupodavcu e-mailom uputiti određen zahtjev

a) mail receiving; for the purpose of receiving registered mail, courier mail, or other hand delivered mail; the Lessee shall give power of attorney to the Lessors' employee, in a necessary and agreed method for particular matter;
b) opening, scanning and e-mail delivery of the received mail to the Lessee, in a way detailed by particular Lessors' service description, established primarily in the Offer;
c) forwarding of the mail received on behalf of the Lessee to the desired address, for which purpose the Lessee is obliged to submit specified request via e-mail to the Lessor in advance for mail forwarding and to specify correct

za prosljeđivanje pošte i navesti točnu adresu za prosljeđivanje. Zaprimljena pošta će biti prosljeđivana u najkraćem roku, najkasnije unutar roka od 48 sati od njezina zaprimanja ili zaprimanja pojedinačne pisane upute od Zakupnika (što kasnije nastupi);

d) slanje pošte Zakupnika sa zajedničke recepcije na katu na kojem se nalazi Predmet Zakupa, svakoga radnog dana do 15.00 sati, pri čemu je Zakupnik obavezan poštu predati na navedenu zajedničku recepciju, uredno složenu i pripremljenu za slanje sa svim potrebnim prilogima (knjiga pošte, povratnice, potvrde o dostavi i sl.).

Prestankom Ugovora (neovisno o načinu na koji je prestao), prestaju sve punomoći dane Zakupodavcu i/ili njegovim radnicima vezane uz rukovanje poštom (zaprimanje, otvaranje, prosljeđivanje, slanje itd.) te Zakupodavac i/ili njegovi radnici neće biti ovlaštteni rukovati istom. Potpisom Ponude, odnosno sklapanjem Ugovora, Zakupnik potvrđuje da je suglasan da se sva pošta zaprimljena od strane radnika Zakupodavca, a koju Zakupnik nije preuzeo, u ime i za račun Zakupnika proslijedi na adresu direktora / člana uprave / ovlaštene osobe za zastupanje Zakupnika, upisane u sudski ili drugi nadležni registar u trenutku prestanka Ugovora. Ukoliko je Zakupnik fizička osoba, adresa za dostavu nepreuzete pošte smatrat će se ona adresa prebivališta / boravišta koju je Zakupnik naznačio u Ponudi odnosno Ugovoru.

Zakupnik rukovanje poštom (zaprimanje, otvaranje, prosljeđivanje, slanje itd.) nalaže i povjerava Zakupodavcu na vlastitu odgovornost. Zakupnik u slučaju bilo kakvog gubitka pošte, bilo kakvih grešaka i nedostataka u obradi, bilo kakvog propuštanja zakonskih, sudskih ili drugih rokova ili u slučaju nastanka/nastupanja bilo koje druge štetne okolnosti, posljedice ili pretrpljene štete nema nikakve zahtjeve ili prava prema Zakupodavcu niti Zakupodavac ikakvu odgovornost ili obvezu prema Zakupniku ili bilo kojoj trećoj osobi. U slučaju da Zakupnik unatoč ovoj odredbi ipak smatra da ima/je stekao bilo kakav zahtjev ili bilo kakvo pravo prema Zakupodavcu, smatra se da je se prihvatom Ponude i sklapanjem Ugovora odrekao bilo kakvog takvog prava ili zahtjeva.

12.1.2. Usluge vezane uz telefonske pozive

Preuzimanje i preusmjerenje poziva na i sa zajedničke recepcije (koja se nalazi na katu na kojem se nalazi Predmet Zakupa), od strane radnika Zakupodavca te prosljeđivanja zaprimljenih usmenih poruka na e-mail adresu koju odredi Zakupnik. Zakupodavac ne odgovara za sadržaj, potpunost, točnost, ažurnost niti pravovremenost prenesenih obavijesti i poziva.

12.1.3. Usluge vezane uz faks poruke

a) zaprimanje i slanje faks poruka putem posebne aplikacije koja će biti instalirana na računalo Zakupnika;

forwarding address. Received mail shall be forwarded as soon as possible, no later than 48 hours from the mail receipt, or from the receipt of individual written Lessee's instruction (whichever occurs later);

d) sending of Lessee's mail from common reception desk of the floor the Lease Object is located at, each business day until 15:00 o'clock, whereat the Lessee shall submit the mail to the said common reception desk, orderly arranged and prepared for sending with all necessary enclosures (mail book, return receipts, delivery certificates etc).

By termination of the Agreement (regardless of the way of termination), all powers of attorney given to the Lessor and / or to its employees and related to handling the mail (receiving, opening, forwarding, sending etc.) shall end and the Lessor and / or its employees shall be no longer authorized to handle the mail. By signing the Offer, or by entering the Agreement, the Lessee confirms his agreement that all mail received by the Lessor's employees and not taken over by the Lessee is forwarded, in the name and on the account of the Lessee, to the address of the director / board member / person authorized to represent the Lessee as registered in the court or other relevant register at the moment of termination of the Agreement. If the Lessee is natural person, address for delivery of mail not taken over shall be deemed the address of the residence / stay the Lessee provided in the Offer or in the Agreement.

The Lessee at their own risk instructs and authorises the Lessor to handle the mail (receiving, opening, forwarding, sending etc.). The Lessee shall not have any claims towards the Lessor, nor shall the Lessor bear any responsibility towards the Lessee or any third party in case of any mail loss, any mistakes and flaws in managing, any failure to comply with statutory, court or other deadlines, or in case of arising/occurrence of any other adverse circumstance, consequence or damage. In case that the Lessee in spite of this provision finds that it is/became entitled to any claim or to any right towards the Lessor, it is agreed that by acceptance of the Offer and concluding the Agreement it waived any such right or claim.

12.1.2. Phone calls related services

Accepting and forwarding of calls to and from the common reception desk (of the floor the Lease Object is located at) by the Lessors' employee and forwarding of the received oral messages to the e-mail address designated by the Lessee. The Lessor shall not be responsible for content, completeness, accuracy, promptness, or timeliness of the transmitted notifications and calls.

12.1.3. Telefax messages related services

a) receiving and sending of telefax messages via special application to be installed on the Lessees' computer;

b) dobivanje vlastitog faks broja u kojem slučaju Zakupnik sam upravlja svojim faks porukama. Naplata korištenja ove usluge uslijediti će početkom kalendarskog mjeseca za prethodni kalendarski mjesec prema stvarnoj potrošnji/obujmu korištenja u skladu sa aktualnim cjenikom pružatelja faks usluga.

12.1.4. Kuhinja i lounge

Kuhinja i lounge, koje se nalaze na katu na kojem se nalazi Predmet Zakupa, stoje svaki dan od 0,00-24,00 sati svim zakupnicima Zakupodavca na raspolaganju, a u svrhu predaha i odmora ili kraćeg neformalnog sastanka. Na raspolaganju su: hladnjak, perilica posuđa, aparat za kavu, mikrovalna pećnica, sav pribor i posuđe. Nije dopušteno organiziranje većih okupljanja, proslava i druženja osim u slučaju prethodne pisane suglasnosti Zakupodavca.

Svi zakupnici Zakupodavca obvezni su koristiti kuhinju i lounge na primjeren način, posuđe i smeće za sobom ukloniti i počistiti, a prljavo posuđe odložiti na za to predviđeno mjesto. Nije dozvoljeno kuhanje hrane i priprema obroka.

12.1.5. Dvorane za sastanke i „day-office“

Dvorane za sastanke i dnevni uredi („day-office“) stoje naplatno na raspolaganju svim zakupnicima predmeta zakupa na 5. katu, drugim zakupnicima Poslovne zgrade kao i bilo kojim trećim osobama, pod jednakim uvjetima.

Rezervacija „day office-a“ ili dvorana za sastanke obavlja se temeljem odgovarajućeg sučelja na www.instantoffice.hr.

Korisnici koji nisu zakupnici na 5. katu Poslovne zgrade naknadu za zakup dvorane za sastanke i zakup „day-office“-a plaćaju unaprijed, odmah po provedenoj rezervaciji, a korisnici koji su ujedno i zakupnici na 5. katu Poslovne zgrade, sukladno odredbama plaćanja iz gornjih točaka 5.1. – 5.6. ovih Uvjeta.

Rezervacije je moguće provesti najkasnije 48 sati unaprijed uz fiksnu odnosno povoljniju opciju korištenja dvorana, bez mogućnosti otkazivanja rezervacije, te skuplju opciju najma dvorane, uz koju se jedino može otkazati rezervacija i to najkasnije 48 sati prije rezerviranog termina. U slučaju pravovremenog otkazivanja rezervacije u drugoj, fleksibilnoj opciji, Zakupodavac bez odlaganja vraća primljenu zakupninu/naknadu odnosno istu ne obračunava, a svako zakašnjelo otkazivanje rezervacije ide na trošak Zakupnika/korisnika i Zakupodavac nije obavezan vratiti primljenu zakupninu/naknadu, odnosno Zakupnik/korisnik ju je svakako obavezan platiti.

b) obtaining of own telefax number, in which case the Lessee shall manage their telefax messages by themselves. Charging of this service shall occur in the beginning of each calendar month for the preceding month, according to actual consumption/use volume pursuant to respective tariff of telefax service provider.

12.1.4. Kitchen and lounge

Kitchen and lounge, located on the floor the Lease Object is located at, are at disposal to all lessees of the Lessor every day from 00:00 until 24:00 o'clock, for the purpose of breaks and short, informal meetings. At the disposal are: refrigerator, dishwasher, coffee machine, microwave oven, all cutlery and dishes. The organisation of greater assembling, celebrations and meetings requires Lessors' prior written consent.

All lessees of the Lessor shall use the kitchen and the lounge in appropriate manner and remove and clean their dishes and garbage. Dirty dishes shall be disposed in designated place. Cooking of food and meal preparation is not allowed.

12.1.5. Conference rooms and "day-office"

Conference rooms and "day-offices" are chargeable and at disposal to all lessees of lease objects located on the 5. floor, other lessees of the Office Building, as well as to any other third parties, under the same conditions.

Reservation of "day-offices" or conference rooms shall be made through appropriate interface via www.instantoffice.hr.

Users, which are not lessees of lease objects located on the 5. floor of the Office Building shall conduct advance payment of fee for conference room lease and for "day-office" lease, immediately upon effected reservation. Users, which simultaneously are lessees at 5. floor of the Office Building, shall conduct payment pursuant to the payment provisions from the above Clauses 5.1.-5-6. of these Terms and Conditions.

Reservations can be made at least 48 hours in advance with the fixed / more favorable option of using the meeting rooms without the possibility of canceling the reservation and a more expensive rental option, which includes option to cancel the reservation at the latest 48 hours before the reserved date. In the event of a timely cancellation of reservation in the second/flexible option, the Lessor shall without hesitation return the received rent/fee, i.e. shall not charge the same. Any late cancellation of reservation shall be at the expense of the Lessee/user, and the Lessor shall not be obligated to return the received rent/fee, i.e. the Lessee/user shall be obligated to pay the same in any case.

U slučaju rezervacije dvorane za sastanke u trajanju od 4 ili više uzastopnih dana primjenjuju se sljedeća dodatna i posebna pravila:

Zakupnik/korisnik je prilikom potvrde rezervacije obavezan platiti beskatni plog u iznosu koji odgovara 20% od ukupne zakupnine/naknade za zakup dvorane za sastanke. Ako se rezervacija otkáže:

- 20 ili više dana prije rezerviranog termina, Zakupodavac će Zakupniku/korisniku vratiti odgovarajući iznos pologa za otkazan termin;
- u trenutku kada do rezerviranog termina leži duže razdoblje od 48 sati ali manje od 20 dana, Zakupodavac Zakupniku/korisniku nije obavezan vratiti odgovarajući iznos pologa za otkazan termin;
- u trenutku kada do rezerviranog termina leži razdoblje od 48 sati ili kraće, Zakupodavac Zakupniku/korisniku nije obavezan vratiti odgovarajući iznos pologa za otkazan termin dok je Zakupnik/korisnik obavezan platiti puni iznos zakupnine/naknade za rezervirano korištenje dvorane za sastanak. Na sve što u odnosu na ove uzastopne rezervacije nije na poseban način uređeno, primjenjuju se ostale odredbe ovih Uvjeta.

Dvorane za sastanke te dnevni uredi „day-office“-i se napuštaju u preuzetom stanju, a Zakupnik/korisnik odgovara za svaku nastalu štetu; svakako se i na te (kratkoročne) zakupe primjenjuju odredbe ovih Uvjeta.

12.1.6. Usluge vezane za internet i IT

Zakupnici imaju pravo korištenja privatne lokalne mreže, koja veličinom ne prelazi prostorne preduvjete, brzine od 1Mb/s po uređaju. Zakupnik ima izlaz na internet te jednu javnu IP adresu.

12.1.7. Usluge vezane za plaćanje naplatnog korištenja vanjskog parkirališta

Na zajedničkoj recepciji na 5. katu Poslovne zgrade nalazi se naplatni automat za parkirališne karte koje se odnose na naplatu korištenja vanjskog parkirnog mjesta ispred Poslovne zgrade, a koja mogućnost plaćanja stoji na raspolaganju Zakupniku i njegovim posjetiteljima.

12.1.8. Usluge „virtualnog ureda“

Zakupodavac pruža i usluge „virtualnog ureda“ prema svakodobno postojećim paketima i u njima sadržanim i definiranim uslugama.

Na korištenje usluge „virtualnog ureda“ se na odgovarajući način primjenjuju ovi Uvjeti, a usluga se u svrhu tumačenja i primjene ovih Uvjeta na odgovarajući način smatra Predmetom Zakupa.

12.1.9. Usluga e-računa

Na izričit zahtjev i uz izričitu suglasnost zakupnika, računi

In relation to conference room reservation in a duration of 4 and more consecutive days, the following additional and special regulation shall apply:

when confirming the reservation, the Lessee/user shall pay a non-interest deposit in the amount corresponding to 20% of the entire rent/fee for the conference room. If the reservation is cancelled:

- 20 or more days prior to the date of reservation, the Lessor shall return to the Lessee/user the relevant deposit payment for the cancelled reservation;
- when the time period until the cancelled reservation consists of more than 48 hours but less than 20 days, the Lessor shall not be obliged to return to the Lessee/user the relevant deposit payment for the cancelled reservation;
- when the time period until the cancelled reservation consists of 48 hours or less, the Lessor shall not be obliged to return to the Lessee/user the relevant deposit payment for the cancelled reservation but shall the Lessee/user be obliged to pay the full amount of rent/fee for the conference room reservation. In relation to any circumstances of these consecutive reservations not particularly regulated, the remaining provisions hereof shall apply.

Conference rooms and "day-offices" are to be left in the received condition, and the Lessee/user shall be responsible for any damage; in any case shall these Terms and Conditions apply to such (short term) leases as well.

12.1.6. Internet and IT related services

Lessees shall be entitled to use private local network, which in size shall not exceed spatial conditions, with the speed of 1 Mb/s per device. The Lessee shall have access to internet and one public IP address.

12.1.7. Services connected to payment of outside parking tickets

At the common reception of the 5. floor of the Office Building there is a payment possibility available for parking tickets relating to outside parking spaces, located in front of the Office Building, which payment possibility is given to the Lessee and their visitors.

12.1.8. "Virtual offices" services

The Lessor as well provides services of "virtual offices" according to sets of services, as set forth from time to time and services as defined and contained therein. These Terms and Conditions shall in a respective manner apply to those services of "virtual offices".

Those services shall for the purpose of understanding and application of these Terms and Conditions be respectively considered to be the Lease Object.

12.1.9. E-invoice service

At the explicit request and with the explicit consent of

za Zakupninu i druge novčane obveze prema Zakupodavcu dostavljat će se zakupnicima na njihovu adresu elektroničke pošte, koju zakupnici daju Zakupodavcu putem Obrasca s informacijama o zakupnicima.

O svakoj promjeni adrese elektroničke pošte zakupnici su obvezni bezodgodno pisanim putem obavijestiti Zakupodavca koji dostavu računa valjano vrši na zadnju poznatu adresu elektroničke pošte o kojoj ga je dotični zakupnik obavijestio pisanim putem.

Zahtjev i suglasnost za zaprimanje računa putem elektroničke pošte daje se potpisom Ponude, odnosno potpisom Obrasca s informacijama o zakupnicima.

Zakupnici u svakom trenutku mogu opozvati svoj pristanak i zatražiti dostavu računa putem pošte u fizičkom obliku.

13. ZAŠTITA OSOBNIH PODATAKA

13.1. Potpisom Ponude, odnosno sklapanjem Ugovora, Zakupnik potvrđuje da je upoznat s time da Zakupodavac, kao voditelj obrade osobnih podataka, prikuplja i obrađuje osobne podatke ovlaštenih osoba Zakupnika i radnika Zakupnika isključivo u svrhu i za potrebe provedbe ovog Ugovora te ovime daje svoju izričitu suglasnost na prikupljanje i obradu predmetnih podataka. Osobni podatci prikupljaju se pisanim putem prilikom sklapanja Ugovora, potpisivanjem Obrasca s informacijama o zakupnicima, prilikom izrade kodne kartice i putem video nadzora zajedničkih prostorija. Potpisom Ponude Zakupnik se obvezuje informirati svoje radnike o svrhama prikupljanja i obradi osobnih podataka od strane Zakupodavca.

13.2. Podatci prikupljeni prilikom sklapanja / izmjenama ili dopunama Ugovora (ime i prezime direktora odnosno potpisnika za Zakupnika, adresa, datum rođenja, OIB, adresa elektroničke pošte i broj telefona) obrađuju se elektroničkim pisanim unosom osobnih podataka u računalno te se ti podaci pohranjuju na internom računalnom serveru Zakupodavca. Izvornici Ugovora čuvaju se u fizičkom obliku u posebnim registratorima bez mogućnosti neovlaštenog pristupa, te na internom računalnom serveru Zakupodavca u elektroničkom obliku. Navedeni podatci ne smiju se koristiti u drugu svrhu od one u koju su prikupljeni. Podatci se čuvaju za vrijeme trajanja Ugovora i nakon prestanka Ugovora u svrhu reguliranja pravnih odnosa nastalih uslijed (prestanka) ugovornog odnosa, odnosno do isteka odgovarajućih zastarnih rokova sukladno posebnim propisima koji uređuju zastaru za predmetni ugovorni odnos.

13.3. Podatci prikupljeni ispunjavanjem Obrasca s informacijama o zakupnicima (ime i prezime radnika Zakupnika koji je od strane Zakupnika ovlašten odnosno određen kao kontakt osoba za informacije vezane uz

lessees, invoices for Rent and other pecuniary obligations towards the Lessor shall be delivered to lessees at their electronic mail address, which lessees will make available to the Lessor through the Form with information about lessees.

The lessees are obligated without any delay to inform the Lessor, in a written form, about every change of the electronic mail address, who delivers the invoice to last known electronic mail address of which the Lessor was informed by relevant lessee in a written form.

The request and consent to receive invoices by electronic mail address is given by signing the Offer i.e. by signing the Form with information about lessees.

The lessees can at any time revoke their given consent and request the delivery of the invoice through post in a physical form.

13. PERSONAL DATA PROTECTION

13.1. By signing the Offer, i.e. by concluding the Agreement, the Lessee acknowledges the full awareness of the fact that the Lessor, as the personal data controller, collects and processes personal data of the authorized persons of the Lessee and Lessee's employees, exclusively for the purposes of implementing the Agreement and the Lessee hereby gives explicit consent to the collection and processing of the relevant data. Personal data will be collected in writing when signing the Agreement, signing the form with information about lessees, when creating electronic door opening cards and by video surveillance of common premises. By signing the Offer, the Lessee undertakes to inform its employees on the purposes of the collection and processing of personal data by the Lessor.

13.2. The data collected during the conclusion / amendments of the Agreement (name and surname of the director / signee of the Lessee, address, date of birth, PIN, e-mail address and telephone number) are handled by electronic written entry of personal data into the computer and these data are retained on the internal computer server of the Lessor. Originals of the Agreement are kept in physical form in separate registers, without the possibility of the unauthorized access, and further on the internal computer server of the Lessor in electronic form. Relevant data must not be used for any purposes other than for which they were collected. The data will be retained for the duration of the Agreement and after its termination for the purposes of regulating legal relationships arising from the (termination of the) Agreement or until the expiration of the relevant statutory time limits in accordance with special regulations governing statute of limitation relating to relevant contracted relationship.

13.3. The data collected by filling out the Form with information about lessees (name and surname of the Lessees' employee who is set forth by the Lessee as being a contact person for receiving the Agreement related

provedbu Ugovora, broj telefona, adresa elektroničke pošte) obrađuju se elektroničkim putem unosom osobnih podataka u računalno te se ti podatci pohranjuju na internom računalnom serveru Zakupodavca. Predmetni podatci prikupljaju se u svrhu informiranja Zakupnika o pogodnostima, novostima u ponudi usluga Zakupodavca što se ima smatrati ugovornom obvezom Zakupodavca koja predstavlja ugovornu osnovu predmetne obrade osobnih podataka i općenito radi provedbe Ugovora. Navedeni podatci ne smiju se koristiti u drugu svrhu od one u koju su prikupljeni. Podatci se čuvaju za vrijeme trajanja Ugovora i nakon prestanka Ugovora trajno se brišu iz svih podatkovnih baza Zakupodavca. Zakupodavac se obvezuje da prikupljanje predmetnih podataka ni u kojem slučaju neće služiti bilo kojoj vrsti automatske obrade osobnih podataka odnosno profiliranja radnika Zakupnika.

13.4. Podatci prikupljeni za potrebe izrade kodne kartice (ime i prezime radnika Zakupnika na čije ime se izrađuje kartica, adresa, datum rođenja, OIB, adresa elektroničke pošte) dostavljaju se Zakupodavcu od strane Zakupnika i obrađuju se elektroničkim pisanim unosom osobnih podataka u računalno te se ti podatci pohranjuju na internom računalnom serveru Zakupodavca. Navedeni podatci ne smiju se koristiti u drugu svrhu od one u koju su prikupljeni. Podatci se čuvaju za vrijeme trajanja radnog odnosa radnika kod Zakupnika te se na temelju pisane obavijesti Zakupnika o prestanku radnog odnosa radnika kod Zakupnika trajno brišu iz svih podatkovnih baza Zakupodavca. Zakupodavac se obvezuje da prikupljanje predmetnih podataka ni u kojem slučaju neće služiti bilo kojoj vrsti automatske obrade osobnih podataka odnosno profiliranja radnika Zakupnika.

13.5. Podatci prikupljeni video nadzorom zajedničkih prostorija pohranjuju se na interni računalni server Zakupodavca koji se nalazi u zaključanoj serverskoj sobi. Sve snimke se spremaju na predmetni server, kojem mogu pristupiti samo ovlaštene osobe Zakupodavca. Snimke dobivene video nadzorom čuvaju se do popunjavanja serverskog prostora od veličine 1 TB (terabajt), a najdulje šest mjeseci od dana nastanka snimke, nakon čega se snimke automatski brišu kako bi se napravio prostor za nove snimke. Navedeni podatci prikupljaju se radi zaštite imovine Zakupodavca i Zakupnika i njihovih radnika te posjetitelja, kao i radi zaštite osoba koje se koriste Predmetom Zakupa. Navedeni podatci ne smiju se koristiti u drugu svrhu od one u koju su prikupljeni.

13.6. Zakupnik se obvezuje sa odredbama Ugovora i ovih Uvjeta u dijelu koji se odnosi na zaštitu osobnih podataka upoznati sve svoje radnike te ujedno sva pitanja zaštite osobnih podataka urediti interno sa svojim radnicima. Prikupljanje podataka vrši se na dobrovoljnoj bazi. Zakupnik odnosno radnici Zakupnika mogu se u svako doba usprotiviti prikupljanju i obradi osobnih podataka i

information, telephone number, e-mail address) are handled by electronic written entry of personal data into the computer and these data are retained on the internal computer server of the Lessor. The relevant data is collected for the purpose of informing the Lessee on benefits and novelties in the Lessor's offer of services, which is considered being a contractual obligation of the Lessor and being the contractual ground for relevant personal data processing, and in general for the implementation of the Agreement. Relevant data must not be used for any purposes other than for which they were collected. The data will be retained for the duration of the Agreement and after its termination they will be permanently deleted from Lessors' entire data base. The Lessor undertakes that the relevant data collection will not be in any case utilized for any type of automatic data processing i.e. profiling of Lessees' employees.

13.4. The data collected for the purposes of creating an electronic door opening card (name and surname of Lessees' employee for whom the card is made, address, date of birth, PIN, e-mail address) are provided to the Lessor by the Lessee, processed by electronic written entry of personal data into the computer and these data are retained on the internal computer server of the Lessor. Relevant data must not be used for any purposes other than for which they were collected. The data will be retained for the duration of the employment between the employee and the Lessee and shall be permanently deleted from Lessors' entire data base after Lessor received Lessees' written notification on employment termination. The Lessor undertakes that the relevant data collection will not be in any case utilized for any type of automatic data processing i.e. profiling of Lessees' employees.

13.5. The data collected through video surveillance of common premises are retained on the internal computer server of the Lessor located in a locked server room. All recordings are retained on the before mentioned server, accessible only to authorized personnel of the Lessor. Recordings obtained through video surveillance will be retained until the storage capacity of 1 TB (terabytes) of the server space is filled, not longer than for six months as of establishment, after which recordings are automatically deleted to create space for new recordings. The above mentioned data are collected for purposes of protection of Lessors' and Lessees' property, as well as for protection of persons using the Lease Object. Relevant data must not be used for any purposes other than for which they were collected.

13.6. The Lessor is obliged to, in accordance with the provisions of the Agreement and these Terms and Conditions, in part relating to the personal data protection, inform all of its employees and at the same time regulate all issues of personal data protection internally with his employees. Data collection is being conducted on a voluntary basis. The Lessee, i.e. their employees, may at any time

povući suglasnost koju su dali Zakupniku / poslodavcu, a o čemu se Zakupnik obvezuje bezodgodno obavijestiti Zakupodavca.

13.7. Zakupnik ovlašćuje Zakupodavca na ustupanje prikupljenih podataka trećim osobama u slučaju prijenosa poslovanja, osnivanja poslovnih odnosa u smislu poslovnih partnerstva i sličnih odnosa (osobito u računovodstvene i knjigovodstvene svrhe). Neke od trećih strana mogu se nalaziti u SAD-u ili drugim zemljama koje ne osiguravaju jednakovrijednu razinu zaštite osobnih podataka i primjenjivost pravila zaštite osobnih podataka kakva su u uporabi u Republici Hrvatskoj, u mjeri u kojoj je to potrebno za gore navedene svrhe korištenja, za ispunjavanje zakonskih obveza, za zaštitu važnog javnog interesa ili za obradu podataka. Zakupodavac će poduzeti sve razumne korake kako bi prihvatljivim mjerama spriječio rizik od neprikladnog ili nedozvoljenog pristupa osobnim podacima, kao i da bi spriječio njihovo neovlašteno korištenje. S tim u svezi, ukoliko do slanja osobnih podataka u treće zemlje dođe, Zakupodavac će ući u odgovarajuće ugovorne odnose s odnosnim trećim obvezujući ih da sigurno čuvaju pružene podatke te da ih ne koriste za niti jednu drugu svrhu osim one navedene u ovim Uvjetima (S obzirom da je Provedbena Odluka Komisije (EU) 2016/1250 od 12.07.2016. (koja je potvrđivala da, za potrebe članka 25. stavka 2. Direktive 95/46/EZ Sjedinjene Američke Države osiguravaju odgovarajuću razinu zaštite osobnih podataka koji se prenose iz Unije organizacijama u Sjedinjenim Američkim Državama u okviru europsko-američkog sustava zaštite privatnosti proglašena nevaljanom Presudom Suda Europske unije (CJEU) u predmetu C-311/1 od 16. srpnja 2020. godine (Schrems II), ugovori s inozemnim Ispitanicima više ne uključuju Standardne ugovorne klauzule (eng. „Standard Contractual Clauses“) prema Odluci Komisije C(2010)593)) već Standardne ugovorne klauzule (2021) (eng. „Standard Contractual Clauses 2021“) prema Odluci Komisije C(2021)3972 od 04. lipnja 2021. godine dostupne putem sljedeće poveznice: [https://eur-](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en)

[lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en)). Zakupnik svojim potpisom potvrđuje da je prije sklapanja Ugovora obaviješten o namjeri korištenja osobnih podataka Zakupnika i njegovih radnika. Zakupodavac je obavezan s osobnim podatcima postupati u skladu sa svakodobno primjenjivim pravnim propisima koji uređuju područje zaštite osobnih podataka. Osobe ovlaštene na zastupanje Zakupnika, potpisnici Zakupnika, kao i radnici Zakupnika, svi u svojstvu ispitanika, mogu od Zakupodavca u svojstvu voditelja i/ili izvršitelja obrade osobnih podataka zahtijevati ostvarenje svih prava ispitanika sukladno primjenjivim pravnim propisima koji uređuju područje zaštite osobnih podataka. Osobe ovlaštene pristupiti osobnim podatcima osoba ovlaštenih za zastupanje Zakupnika, osobnim podatcima potpisnika Zakupnika i radnika Zakupnika su isključivo osobe ovlaštene od strane Zakupodavca, sukladno posebno

oppose the collection and processing of personal data and revoke the consent given, which the Lessee undertakes to notify to the Lessor without delay.

13.7. The Lessee authorizes the Lessor to hand over collected personal data to third parties in the case of transfer of business, establishment of business relations in terms of business partnerships and similar relationships (in particular for accounting and bookkeeping purposes). Some of the third parties may be located in the USA or other countries that do not ensure equivalent level of personal data protection and applicability of personal data protection regulations that are in force in the Republic of Croatia, to the extent necessary for the aforementioned services of use, to meet legal requirements, to protect important public interest or process personal data. The Lessor shall undertake all reasonable steps in order to prevent the risk, with reasonable safeguards, from inappropriate or illicit access to personal data as well as to prevent their unauthorized use. With regard to that, in case personal data are sent to third countries, the Lessor shall enter into appropriate contractual relationship with the respective third parties obliging them to safely store obtained data and not to use them for any other purposes, other than those stated in this Terms and Conditions (Considering that the Commission Implementing Decision (EU) 2016/1250 as of July 12, 2016 confirming that, for the purpose of Article 25, paragraph 2 of the Directive 95/46/EC, United States of America ensure appropriate level of personal data protection for the data transferred from the Union to organization in the United States of America within the EU-US Privacy Shield, has been declared invalid by Judgement of the Court of Justice of the European Union (CJEU) in case C-311/1 as of July 16th, 2020 (Schrems II), contracts with international Dana subject no longer Includes Standard Contractual Clauses according to the Comision's Decision C(2010)593 but andard Contractual Clauses 2021 according to Commision's Decision C(2021)3972 as of June 4th, 2021, available through next link: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en). The Lessee confirms by signature to be informed prior to the conclusion of the Agreement on the intention to use the personal data of the Lessee and its employees. The Lessor is obliged to handle personal data in accordance with applicable law regulating data protection. Persons being authorized to represent the Lessee, signees of the Lessee as well as employees of the Lessee, all of them as data subjects, shall be authorized to require from the Lessor as personal data controller and/or personal data processor their rights as the may be entitled to as data subjects in accordance with applicable law regulating data protection. Persons authorized to access personal data of the authorized persons of the Lessee, personal data of the signees of the Lessee and its employees are solely persons authorized by the Lessor, in accordance with relevant decision of the Lessor.

odluci Zakupodavca.

13.8. Zakupodavac će s osobnim podacima postupati sukladno svim primjenjivim pravnim propisima uz primjenu odgovarajućih fizičkih, tehničkih i drugih sigurnosnih mjera zaštite osobnih podataka od neovlaštenog pristupa, zlouporabe, otkrivanja, gubitka ili uništenja.

13.9. U skladu s člankom 26. Opće uredbe o zaštiti podataka, Zakupodavac u određenim slučajevima, zajedno s drugim voditeljem obrade, zajednički određuje svrhe i načine obrade podataka te na transparentan način određuje svoje odgovornosti te poštivanje obveza iz Opće uredbe o zaštiti podataka, osobito s obzirom na ostvarivanje prava Zakupnika kao ispitanika i svojih dužnosti u pogledu pružanja informacija iz članaka 13. i 14. Opće uredbe o zaštiti podataka.

Kao ispitanik, bez obzira na postignuti dogovor zajedničkih voditelja, možete ostvarivati svoja prava iz Opće uredbe o zaštiti podataka u vezi sa svakim voditeljem obrade pojedinačno, kao i protiv svakog od njih na dolje navedene kontakt podatke.

Podaci o zajedničkim voditeljima obrade s kojima Zakupodavac dogovorno i zajednički određuje svrhe i načine obrade te kontaktne točke za potrebe ostvarivanja prava Zakupnika, kao i informacije o biti dogovora zajedničkih voditelja dostupni su na web stranici Zakupodavca, a Zakupnik potpisom ovih Općih uvjeta potvrđuje da je o istom obaviješten.

14. APLIKACIJA / WEB SUČELJE

14.1. Zakupodavac nije odgovoran za eventualni prekid operativnosti bilo kojeg dijela Interneta niti za moguće reguliranje Interneta na način koji može ograničiti ili zabraniti pružanje / korištenje aplikacije i / ili web sučelja, ili izvršivost njezinih online funkcija.

14.2. Kada aplikacija i / ili web sučelje sadržava poveznice na internetske stranice drugih poslužitelja Zakupodavac ni na koji način ne odgovara za sadržaj internetskih stranica treće strane, ne jamči i ne preuzima odgovornost za štetan, ilegalni sadržaj ili druga zakonska kršenja na internetskim stranicama trećih strana. Zakupodavac će u najkraćem mogućem vremenu ukloniti bilo koju poveznicu ili sadržaj nakon što se u potpunosti uvjeri da on krši pozitivne zakonske propise ili je na bilo koji način štetan ili nepoželjan.

14.3. Sav sadržaj objavljen u aplikaciji i / ili na web sučelju, prenesen putem aplikacije i / ili web sučeljem ili povezan elektroničkom poveznicom (linkom) sa stranica trećih osoba dan je „onakav kakav jest“ (tj. na „as is“ osnovi). Za njega isključivo odgovara osoba od koje je takav sadržaj

13.8. The Lessor will handle the personal data in accordance with applicable law, by applying appropriate physical, technical and other security measures to protect personal data against unauthorized access, misuse, detection, loss or destruction.

13.9. In accordance with Article 26 of the General Data Protection Regulation, the Lessor, in certain cases, jointly with another controller, determines the purposes and means of processing data and transparently defines their responsibilities and compliance with the obligations under the General Data Protection Regulation, especially with regard to the exercise of the Lessee's rights as a data subject and their duties regarding the provision of information from Articles 13 and 14 of the General Data Protection Regulation.

As a data subject, regardless of the agreement between the joint controllers, you can exercise your rights under the General Data Protection Regulation with respect to each controller individually, and against each of them, using the contact details provided below.

Information about the joint controllers with whom the Lessor jointly determines the purposes and means of processing, as well as the contact points for exercising the Lessee's rights, and information about the essence of the agreement between the joint controllers, are available on the Lessor's website, and the Lessee confirms by signing these General Terms and Conditions that they have been informed about the same.

14. APPLICATION / WEB INTERFACE

14.1. The Lessor is not liable for the eventual discontinuance of operation of any portion of the Internet or possible regulation of the Internet which might restrict or prohibit application, or performance of its online functions.

14.2. When application and / or web interface contains links to websites of other servers The Lessor is not in any way responsible or liable for content of such other third party websites. The Lessor does not warrants and it does not assumes liability for harmful, illegal content or for other violations of law on such third party websites. The Lessor shall as soon as possible delete any link or content if verified that respective link or content violates applicable laws or that is in any other way harmful or undesirable.

14.3. Entire content published or contained in this application and / or web interface, or linked from third party websites is provided on an "as is" basis. It remains exclusive liability of a person respective content originates from. The Lessor provides no warranty whatsoever on accuracy,

potekao. Zakupodavac ne daje nikakva jamstva o pitanju točnosti, potpunosti, autentičnosti, korisnosti i/ili vremenske relevantnosti/ažurnosti takvog sadržaja. Zakupodavac ne preuzima nikakvu odgovornost za bilo koju grešku ili propust u sadržaju ove aplikacije i / ili na web sučelja.

14.4. Posljedično, Zakupodavac ni na koji nije odgovoran za korištenje podataka koji su sadržani u aplikaciji i / ili na web sučelju ili su povezani elektroničkom poveznicom (linkom) sa stranica trećih osoba.

14.5. S obzirom na sve gore navedeno, do razine koju to zakon dopušta, Zakupodavac u svoje ime i u ime svojih dobavljača ovime isključuje sva jamstva, bilo izričita ili prešutna, uključujući i prešutna jamstva u pogledu prava vlasništva, ne-povređivanja, podobnosti za gospodarsku uporabu, podobnosti za specifičnu uporabu, systemske integrabilnosti i podatkovne točnosti aplikacije i / ili web sučelja. Ovo podrazumijeva, ali se ne ograničava na, isključenje ugovorne i izvanugovorne odgovornosti (uključujući nepažnju i direktnu odgovornost za proizvod) za bilo koju direktnu, posebnu, povezanu ili posljedičnu štetu.

14.6. Odgovornost Zakupodavca, bilo da je zasnovana kao ugovorna, izvanugovorna, odgovornost na temelju jamstava ili na bilo kojem drugom zakonskom osnovu, za bilo koju štetu, direktan ili indirektan gubitak, ili, gubitak ili štetu goodwillu ili reputaciji, gubitak prihoda, gubitaka poslovnih mogućnosti, gubitak podataka i gubitak poslovnih mogućnosti koji proizlazi iz ili je povezan s aplikacijom i / ili web sučeljem, bez obzira na način nastanka, kao i bilo koja šteta iz kaznene odgovornosti, direktna ili egzemplarna (eng. exemplary damage) bit će isključena u bilo kojem slučaju u kojem to propisi dopuštaju.

14.7. Ako neko od gore navedenih isključenja odgovornosti ne bi bilo zakonski primjenjivo, takva će odgovornost podredno biti limitirana na način da niti u kojem slučaju ukupna odgovornost Zakupodavca, ako je bude, obuhvaćajući ugovornu i izvan-ugovornu odgovornost, objektivnu, jamstvenu ili kaznenu odgovornost, kao i sve druge vrste odgovornosti, uključujući ali bez ograničenja, bilo koju odgovornost za direktnu štetu kao i odgovornost za posljedice koje su rezultat namjere ili krajnje nepažnje, neće prelaziti sljedeće: [133,00 EUR (slovima: stotridesettri eura)]

15. RAZNO

15.1. Zakupniku stoji na raspolaganju mogućnost promjene Predmeta Zakupa, vrste usluge zakupa ili daljnjih usluga Zakupodavca, naravno unutar i prema svakodobno raspoloživim prostornim i drugim kapacitetima Zakupodavca. Željena promjena se načelno provodi sa 1. danom u sljedećem kalendarskom mjesecu,

completeness, authenticity, usefulness and / or timeliness of such content.

The Lessor assumes no responsibility or liability for any errors or omissions in the content of this application and / or web interface.

14.4. Respectively, The Lessor, in any way whatsoever, cannot be responsible for your use of the information contained in or linked from this application and / or web interface.

14.5. Having in mind all the abovementioned, to the extent permissible by law, The Lessor on behalf of itself and its suppliers hereby excludes all warranties, both express and implied, including the implied warranties of title, non-infringement, merchantability, fitness for a particular purpose, system integration and data accuracy of the application and / or web interface. This includes, but is not limited to, exclusion of contract and tort (including negligence and strict product liability) for any indirect, special or incidental or consequential damages.

14.6. The Lessor's liability whether based on contract, out-of-contract liability, warranty or any other legal grounds, for any damage, direct or indirect loss, or, whether direct or indirect, loss of profits, loss or damage to goodwill or reputation, loss of revenue, loss of business, loss of data and loss of business opportunity arising from or related to the application and / or web interface, howsoever caused, or any punitive, indirect or exemplary damages shall be excluded in any case permitted by law.

14.7. If some of the abovementioned exclusions of liability shall not be allowed by law, respective liability shall be subsidiary limited in a way that the aggregate liability of the Lessor, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, including without limitation any liability for direct damages and consequences arising out of wilful misconduct or negligence, in no event exceeds the following: [EUR 133,00 (say: one hundred thirty-three euros)].

15. MISCELLANEOUS

15.1. The Lessee may have the possibility to change the Lease Object, scope of chosen lease services and other additional services of the Lessor, of course within the, at the relevant time, available space and other capacities of the Lessor. The requested change shall in general be executed with the 1. calendar day of the following calendar month,

pod pretpostavkom da su se strane Ugovora pisano dogovorile o svim pojedinostima promjene i novog Zakupa, najkasnije 5 radnih dana prije dana nastupanja promjena. U slučaju da iz bilo kojeg razloga promjenu nije moguće provesti sa 1. danom u kalendarskom mjesecu, strane Ugovora će se posebno dogovarati o vremenu nastupanja promjena i svim drugim okolnostima, uzimajući u obzir zajedničke interese te prostorne i druge kapacitete Zakupodavca.

15.2. Ako bilo koja odredba Ugovora, Ponude/ovih Uvjeta, postane ništetna ili neprovediva, to isto neće utjecati na valjanost i provedivost ostalih odredaba Ugovora, Ponude/ovih Uvjeta. Takva odredba smatra se zamijenjena odredbom koja je najbliža sporazumu i namjeri strana Ugovora.

15.3. Zakupodavac je ovlašten ove Uvjete jednostrano izmijeniti i obavijestiti Zakupnika o predmetnim izmjenama. Do tada važeći tekst Uvjeta smatra se 8. dana od dana dostave obavijesti Zakupniku o izmjeni Uvjeta u cijelosti zamijenjen izmijenjenim tekstom.

Dodatno, u slučaju korištenja prostora društva InstantOffice Management d.o.o., Ulica Ivana Šibla 17, HR-10000 Zagreb (Grad Zagreb), OIB: 91973178034, trgovačkog društva upisanog u sudski registar Trgovačkog suda u zagrebu pod brojem upisa (MBS): 080833801, Zakupnik izričito pristaje da će se u tom slučaju za vremenski period korištenja predmetnog prostora primjenjivati, uz ove Opće uvjete, i opći uvjeti društva InstantOffice Management d.o.o., a koji su dostupni na web stranici Zakupodavca.

15.4. Ugovorne strane odriču se prava osporavanja Ugovora, Ponude / Uvjeta temeljem bilo koje mane volje ili prekomjernog oštećenja. Zakupnik se odriče prava osporavanja kao i raskida/izmjene Ugovora, Ponude / Uvjeta zbog promijenjenih okolnosti (uključujući, ali se ne ograničavajući na, promjene cijena Zakupnine i/ili naknada i/ili troškova odnosno kojih drugih novčanih obveza, ako je primjenjivo, promjena na Poslovnoj zgradi i slično).

15.5. Zakupnik snosi sve troškove, poreze, pristojbe i naknade nastale u vezi sa sastavljanjem, sklapanjem Ugovora.

15.6. Izmjene i dopune Ugovora moraju biti u pisanom obliku kako bi bile valjane te također sastavljene u jednakom obliku kao i sam Ugovor; to vrijedi i za odricanje od ovog propisanog oblika.

15.7. Zakupnik će Zakupodavca odmah obavijestiti o

under the condition that the Parties at the latest 5 business days prior to mentioned date agreed in writing on any and all aspects of the change and the new Lease. In the event that, for any reason, it may not be possible to execute the change with the 1. day of a calendar month, the Parties shall in any single case agree upon the term of entering into force of the change as well as on any and all other circumstances, taking into consideration common interests and Lessors' space and other capacities.

15.2. If any of the provisions of the Agreement, Offer/these Terms and Conditions, shall be adjudged at any time to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Agreement, Offer/these Terms and Conditions shall not in any way be affected thereby. Relevant provision shall be deemed to be replaced by a provision which comes closest to the agreement and intention of the Parties.

15.3. The Lessor is authorized to unilaterally amend these Terms and Conditions and to inform the Lessee on such amendments. Terms and Conditions, as in force from time to time, shall be deemed fully replaced by the amended Terms and Conditions as of the 8th day calculating as of the day of sending to the Lessee the notification on amendment of the Terms and Conditions.

Additionally, in the case of using the premises of InstantOffice Management d.o.o., Ivana Šibla 17, HR-10000 Zagreb (City of Zagreb), VAT number: 91973178034, a company registered in the court register of the Commercial Court in Zagreb under registration number (MBS): 080833801, the Lessee explicitly agrees that, for the period of using the specified premises, in addition to these General Terms and Conditions, the general terms of InstantOffice Management d.o.o. will also apply, and these are available on the Lessor's website.

15.4. The Parties waive their right to challenge the Agreement, Offer/these Terms and Conditions, on grounds of any kind of error or *laesio enormis*. The Lessee waives his right to challenge or to request termination / alteration of the Agreement, Offer/these Terms and Conditions due to changed circumstances (including, but not limiting to, change of Rent and/or fees and/or expenses and/or any further pecuniary obligations, if applicable, changes relating to the Office building and similar).

15.5. The Lessee shall bear all charges, taxes, fees and duties incurred in connection with the execution of the Agreement.

15.6. Any amendments and additions to the Agreement shall be made in writing and executed in the form the Agreement is executed in order to be valid; this also applies to a waiver of this "in writing" requirement.

15.7. The Lessee shall notify the Lessor without delay on any

svakoj promjeni svoje poslovne adrese. Sve dok Zakupodavac ne bude obaviješten o promjeni poslovne adrese Zakupnika, isti može slati valjane obavijesti na adresu Zakupnika navedenu u Ponudi i/ili Obrascu s informacijama o zakupnicima.

Tijekom trajanja Ugovora dopuštena je i valjana u svakom slučaju dostava i na adresu Predmeta Zakupa.

15.8. Prilozi predstavljaju sastavni dio ovih Uvjeta.

15.9. Ugovor podliježe i sastavljen je u skladu s zakonima Republike Hrvatske neovisno o odredbama međunarodnog privatnog prava.

15.10. Svi sporovi koji proizađu iz ili su u vezi s Ugovorom, uključujući one koji se odnose na povredu, raskid i nevaljanost Ugovora kao i na iz toga proizašle pravne posljedice konačno se rješavaju arbitražom u skladu s važećim propisima arbitraže Stalnog izbranog arbitražnog sudišta pri Hrvatskoj Gospodarskoj Komori (Zagrebačka pravila). Broj arbitara je tri. Mjesto arbitraže je Zagreb. Jezik arbitraže je hrvatski jezik.

Zakupodavac je međutim u svakom slučaju ovlašten pokretati ovršne, parnične i druge postupke i pred redovnim sudovima radi, na primjer, namirenja svojih potraživanja.

Strane Ugovora suglasno ugovaraju da je Zakupodavac, u slučaju da Zakupnik odbija ili propusti kod prestanka Ugovora predati Predmet Zakupa Zakupodavcu slobodnog od osoba i stvari, ovlašten sam preuzeti posjed Predmeta Zakupa, na primjer na način da uđe u Predmet Zakupa, isprazni ga na trošak Zakupnika i otkloni (bez ikakve odgovornosti za oštećenja na imovini Zakupnika i/ili trećih osoba ili osobama) sve predmete i osobe iz Predmeta Zakupa, sve bez provođenja ovršnog/sudskog postupka, a da se ovakvo postupanje neće smatrati smetanjem posjeda od strane Zakupodavca. Zakupnik se odriče bilo kakvih zahtjeva i/ili prava pokretanja bilo kakvih postupaka s ovog osnova te preuzima odgovornost Zakupodavca na koju bi si treće osobe pozvale. Zakupodavac ima pravo retencije na svim pokretninama u Predmetu Zakupa.

15.11. Ovi Uvjeti će biti prevedeni i na engleski jezik. Prijevod ima informativni karakter. U slučaju bilo kakve razlike između hrvatskog i engleskog teksta Uvjeta, mjerodavan je tekst Uvjeta na hrvatskom jeziku.

change of its business address. Until such change of address has been notified to the Lessor, the Lessor may give valid notice to the Lessee at the address specified in the Offer and/or Form with information about lessees. During the term of the Agreement it is in any event as well permitted and valid to use the address of the Lease Object.

15.8. Annexes form integrated parts of these Terms and Conditions.

15.9. The Agreement shall be governed by and construed under the laws of the Republic of Croatia without regard to its conflict of law provisions

15.10. All disputes arising out of or relating to the Agreement, including such relating to its breach, termination or invalidity, and any legal consequence thereof, shall be finally settled by arbitration in accordance with the Rules of Arbitration of the Permanent Arbitration Court at the Croatian Chamber of Commerce as in force (Zagreb rules). The number of arbitrators shall be three. The place of arbitration shall be Zagreb. The language to be used in the arbitral proceedings shall be Croatian. The Lessor is in any case authorized to initiate enforcement, litigation and other procedures in front of courts as well, in order to, for example, settle its receivables.

The Parties mutually agree that the Lessor may, in case that the Lessee refuses or fails to hand over the Lease Object back to the Lessor in case of Agreement termination vacated of persons and movable assets, be authorized to unilaterally take over the Lease Object for example by entering the Lease Object, vacate the same at the cost of the Lessee from persons and assets (without any liability relating to injuries of Lessee's and/or third persons' assets and persons), without conducting court/enforcement procedure. Such actions shall not be considered being obstruction of Lessee's possession by the Lessor. The Lessee waives any claims and rights to initiate any procedures arising herefrom and takes over entire Lessors' liabilities that third persons may claim. The Lessor has a retention right regarding any and all movables located in the Lease Object.

15.11. These Terms and Conditions will be translated into the English language. The translations shall be used for informational purposes only. In case of any discrepancy between the Croatian and the English wording of the Terms and Conditions, the Croatian wording shall prevail.

Zadnja izmjena

U Zagrebu, dana 24.02. 2025.

Attachment / Prilog 1

