

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, I.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 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 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 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 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, while after expiration of the first year of lease respective amount shall be determined on the basis of 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.

If the Kuna value/exchange rate was decreased for more than 3% compared to the HRK value according to the mid exchange rate of the Croatian National Bank as of the Agreement execution date, may the Lessor be entitled to adjust the, within the Agreement in HRK value stipulated amount, to the HRK amount to be established according to the mid exchange rate of the Croatian National Bank applying as of the date the HRK

value fell under the said 3% bench. All amounts arising from the Agreement shall be calculated to two decimals. If the calculation shows more than two decimals, the amount shall be calculated and determined as to two decimals.

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

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.

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.

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. MAINTENANCE OF THE LEASE OBJECT

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.

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

11. ASSIGNMENT

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

12. ADDITIONAL SERVICES

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 und the following (additional) services (or other services not expressly described in these Terms and Conditions).

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. Mail related services

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 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) 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.

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:

- a) 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;
- b) 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;

c) 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 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 Lessee's employee who is set forth by the Lessee as being a contact person for receiving the Agreement related 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 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.

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.

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, 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 al 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, 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.

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 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.

In Zagreb, 01.01.2024.

Attachment 1

