

REGULATIONS OF THE O4 COWORKING RECOMMENDATION PROGRAMME

Section 1 DEFINITIONS

1. Organiser: Gdańsk Global Foundation based in Gdańsk (80-309) at Al. Grunwaldzka 472B, entered into the Register of Associations and the Register of Entrepreneurs of the National Court Register (KRS) by the District Court Gdańsk-Północ in Gdańsk under the KRS number 0000421910, Business Statistical No. (REGON) 220900160 (hereinafter also referred to as “O4 Coworking”).
2. Programme: O4 Coworking Recommendation Programme.
3. Resident: an entity that is an entrepreneur and leases office space from O4 Coworking, which has an active account in the Cobot O4 system and does not have arrears in rent due to O4 Coworking at least from the date of a Potential Customer's recommendation to the date of the Successful Recommendation.
4. Resident's Employee: a person who is an entrepreneur and cooperates with the Resident on the basis of a civil law contract, holds an O4 Coworking space access card issued by the Organiser and has the status of a Resident's employee in the Cobot O4 system.
5. Recommender: a Resident or an employee of the Resident who is employed by the Resident at least from the date of a Potential Customer's recommendation to the date of the Successful Recommendation.
6. Potential Customer: an entity that was not in the database of the Organiser's Sales Department at the time when the Recommender made the recommendation.
7. Offer: Lease of office space at O4 Coworking.
8. Successful Recommendation: a recommendation is considered successful in the event of signing a lease agreement between the Organiser and the Potential Customer as a result of actions taken by the Recommender.

Section 2 PARTICIPATION IN THE PROGRAMME

1. The Recommendation Programme is addressed to Recommenders and Potential Customers.
2. The aim of the Recommendation Programme is to promote the services provided by the Organiser in the form of office space lease.
3. Participation in the Recommendation Programme is voluntary and takes place through:
 - a. declaring to the Organiser the willingness via the form available on the Organiser's website: www.o4.network,
 - b. filling in the form available on the Organiser's website: www.o4.network, which involves the need to provide the data enabling the identification of the Recommender and the Potential Customer (first name and surname or company name of the entrepreneur), along with their e-mail addresses,
 - c. submitting a statement:
 - i. about accepting the provisions of the Regulations,
 - ii. about that the Recommender has obtained the consent of the Potential Customer to transfer its data,
 - iii. or in the case of joining the Programme by the Potential Customer – about that the Potential Customer has obtained the consent of the Recommender to transfer its data.
4. The Organiser provides for two options for participation in the Programme:
 - a. joining the Programme by the Recommender (“Recommender's Application”),
 - b. joining the Programme by the Potential Customer (“Potential Customer's Application”).
5. Only one Recommender can recommend a Potential Customer. In the case of a greater number of recommendations, acceptance is based on the order in which the applications are received. The Recommender may submit any number of new Potential Customers.
6. The Potential Customer may indicate only one Recommender.

7. After completing the form, the Organiser's Sales Department contacts the Potential Customer in order to prepare an Offer for the Potential Customer.
8. If the Potential Customer accepts the Offer, the Organiser concludes with the Potential Customer a lease agreement, which means that the recommendation becomes a Successful Recommendation.

Section 3. RULES OF AWARDING COMMISSIONS

1. The Recommender and the Potential Customer are entitled to a commission in accordance with the rules described in this section.
2. The Recommender and the Potential Customer are entitled to a commission in the case of a Successful Recommendation, provided that the Potential Customer concludes a lease agreement with the Organiser within no more than 6 (six) months from the date of making the recommendation.
3. The amount of the commission for the Recommender and the Potential Customer depends on the subject of the lease agreement and is:

Type of the subject of lease	Duration of the lease agreement	Commission for the Recommender (net plus VAT)	Commission for the Potential Customer – Discount for the first month of lease (net plus VAT)	Payment of the commission for the Recommender is made in two tranches – dates for issuing VAT invoices counted from the date of conclusion of the lease agreement. Reduction in the rent for the Potential Customer takes place on two dates, the dates are counted from the date of conclusion of the lease agreement.
Desk in the openspace	Min. 3 months	PLN 300 net	Rent reduced by PLN 300	1 st month – PLN 150 3 rd month – PLN 150
Office for 3-4 persons	Min. 6 months	PLN 1500 net	Rent reduced by PLN 1500	3 rd month – PLN 750 6 th month – PLN 750
Office for 5-7 persons	Min. 6 months	PLN 2000 net	Rent reduced by PLN 2000	3 rd month – PLN 1000 6 th month – PLN 1000
Office for 8-10 persons	Min. 9 months	PLN 3500 net	Rent reduced by PLN 3500	3 rd month – PLN 2000 6 th month PLN 1500
Office for more than 11 persons	Min. 12 months	PLN 4500 net	Rent reduced by PLN 4500	3 rd month – PLN 3000 6 th month – PLN 1500

4. Commission for the Recommender:
 - a. is payable on the basis of a VAT invoice issued by the Recommender for the amount of the commission increased by the VAT due, with the proviso that the Recommender is entitled to issue a VAT invoice after the dates indicated in the table in paragraph 3 above or
 - b. if the Recommender is an entity that is a party to a lease agreement with the Organiser, the commission may be settled as a part of the invoices issued by the Organiser for the ongoing provision of lease services and shall be reduced accordingly by the value of the commission charged.
5. The commission for the Potential Customer is settled as a part of the invoices issued by the Organiser for the provision of lease services, starting from the month in which, according to the agreement, the Organiser started providing services to the Potential Customer (reduction in the rent), in accordance with the content of the lease agreement concluded by the parties. In the event of termination of the lease agreement before the expiry of the period for which it was concluded, the Recommender shall not be entitled to claim the payment of the subsequent commission instalments, counting from the

month following the month in which the Organiser's agreement with the Potential Customer was terminated.

6. The Recommender is not entitled to reimbursement of expenses related to the performance of activities in connection with participation in the Programme.
7. The amount of the commission specified in paragraph 3 above may be changed by changing these Regulations.
8. For the avoidance of doubt, the commission shall not be awarded if the recommendation:
 - a. applies to an entity that had been a resident of O4 Coworking at least two years before the date of making the recommendation,
 - b. applies to an entity with which the O4 Coworking Sales Department conducts or has conducted talks on cooperation,
 - c. was made by a Recommender who on the date of signing the lease agreement between the Potential Customer and the Organiser is no longer a Resident or an employee of a Resident.

Section 4

INFORMATION ON PROCESSING OF PERSONAL DATA

1. Data Controller.

The Controller of your personal data is the Gdańsk Global Foundation with its registered office in Gdańsk (80-309) at al. Grunwaldzka 472B, entered into the Register of Entrepreneurs and the Register of Associations, Other Social and Professional Organisations, Foundations and Public Health Care Facilities under the National Court Register No. (KRS) 0000421910, with Tax Identification No. (NIP) 5842728414 and Business Statistical No. (REGON) 221711394 (hereinafter referred to as the "Controller").

2. Obtaining information on the processing of personal data.

In all matters regarding the processing of your personal data, please contact the Controller using the contact details indicated in point 1 above.

3. Purpose of personal data processing and legal grounds.

The Controller shall process your personal data for the following purposes:

- a. Conducting marketing of own products or services of the Controller, conducting statistics and improving electronic services rendered by the Controller, pursuant to Article 6(1)(f) of the Regulation,
- b. conclusion of a lease agreement for the O4 Coworking space, specified in the Regulations for the provision of services and conditions for the lease of space in O4 of the Controller, pursuant to Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the "Regulation"),
- c. fulfilment of legal obligations incumbent on the Controller, in particular as regards the preparation, maintenance and archiving of accounting or tax documentation, pursuant to Article 6(1)(c) of the Regulation,
- d. establishing, securing or pursuing claims by the Controller related to its business, to an agreement concluded with you or to you or determining the Controller's liability, or defending against claims against the Controller, before law enforcement authorities or adjudicating authorities, in criminal, civil or administrative proceedings, including tax proceedings, pursuant to Article 6(1)(f) of the Regulation,

4. Disclosure of personal data (recipients of personal data).

Your personal data may be made available by the Controller to entities processing data on behalf of the Controller, including: the entities whose services the Controller uses or whom it has

entrusted with activities in the scope of its business, entities whom the Controller has entrusted with the processing of personal data, entities providing tax, accounting, advisory, audit, legal, technical or IT services to the Controller, external suppliers of systems supporting the Controller's business, other controllers processing personal data on their own behalf, including: entities providing courier, postal, payment or banking services, business partners providing services as a part of the office complex of the Olivia Business Centre, located in Gdańsk, al. Grunwaldzka 472B, entities purchasing receivables, authorised entities and authorities to which the Controller is obliged or authorised to disclose personal data on the basis of applicable law, including prosecution, enforcement, judicial and administrative authorities.

5. Period of personal data storage.

The period of personal data storage depends on the legal basis and the purpose of data processing, having regard to the principle of accountability. In view of the foregoing, your personal data shall be stored for the following periods:

- a. personal data processed for the purpose of concluding or performing a lease agreement for the O4 Coworking space, specified in the Regulations for the provision of services and conditions for the lease of space in O4 of the Controller – for the duration of this agreement and, upon its termination, for the period necessary to fulfil the legal obligation incumbent on the Controller and for the period during which the Controller may incur legal consequences of non-performance of this obligation or for the period specified in point 5(c) below,
- b. in the case of processing personal data in order to fulfil a legal obligation incumbent on the Controller – for the time necessary to fulfil this obligation and the time in which the Controller may incur the legal consequences of non-performance of this obligation,
- c. for the time necessary to establish, secure or pursue claims by the Controller related to its business, to an agreement concluded with you or to you, or to determine the Controller's liability or defend the Controller against claims against it, before law enforcement authorities or adjudicating authorities, in criminal, civil or administrative proceedings, taking into account limitation periods specified in applicable law,
- d. in the case of personal data processed for the purpose of marketing the Controller's products or services, keeping statistics and improving electronic services rendered by the Controller – until an effective objection is raised. In the case of personal data processed for different purposes or on different processing grounds, for which there are different storage periods, the total storage time of such personal data shall not be longer than the storage period that expires at the latest.

6. Legal rights

In connection with the processing of your personal data by the Controller, you have:

- a. the right to access your personal data,
- b. the right to rectify your personal data,
- c. the right to delete your personal data (the right to be forgotten),
- d. the right to restrict the processing of your personal data,
- e. the right to transfer your personal data to another controller,
- f. the right to object to the processing of your personal data, including profiling,
- g. the right to withdraw your consent in the event that the Controller processes your personal data on the basis of consent, at any time, without affecting the lawfulness of the processing which was made on the basis of your consent prior to its withdrawal,
- h. the right to file a complaint to the President of the Personal Data Protection Office, if you decide that the processing of personal data violates the provisions of the Regulation.

7. Automated decision-making, including profiling

During the processing of your personal data, no automated decision-making or profiling takes place within the meaning of Article 22 of the Regulation. This means that you are not subject to decisions based solely on automated processing, including profiling, which could cause legal effects to you or similarly materially affect your situation.

8. Requirement to provide data

If required by law, the Controller may require you to provide certain personal data, for example, for the purpose of fulfilling obligations incumbent on the Controller. In other cases, providing personal data is voluntary, although it may be necessary to conclude or perform an agreement for the provision of electronic services available on the Website and to conclude or perform a lease agreement for the Coworking Space specified in the Regulations for the provision of services and conditions for the lease of space in O4 of the Controller.

Section 5

FINAL PROVISIONS

1. By joining the Programme, the Recommender or the Potential Customer declares that he/she has read the rules of processing his/her personal data and agrees to the processing of his/her personal data for the purposes of participation in the Programme in accordance with the generally binding provisions, including: the Personal Data Protection Act of 29 August 1997 (Journal of Laws 2019.1781 consolidated text), and the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR)
2. Information on Recommenders or Potential Customers shall not be disclosed to third parties.
3. In matters not covered by the Regulations, the relevant provisions of law shall apply. If natural persons who do not conduct business activity participate in the Programme, the provisions on the agency agreement shall not apply to their rights and obligations.
4. Any documentary form, including electronic form (e-mail), is sufficient for the effective submission of any declarations of will, notifications, and notices.
5. The Regulations, together with any amendments, are available at the Organiser's office and on the website: www.o4.network.
6. The duration of the Programme is indefinite.
7. The Organiser has the right to exclude a Recommender or a Potential Customer from the Programme and unilaterally terminate the cooperation with immediate effect, if the Partner or the Potential Customer violates the Regulations or if the actions of the Partner or the Potential Customer violate the interests of the Organiser, its related entities or its customers.
8. The Organiser is not responsible for the actions or omissions of the Recommenders or Potential Customers.
9. The Organiser is entitled to terminate the Programme at any time, without the need to indicate the reason, of which the Organiser shall inform on the website.
10. In the event of termination of the Programme, all applications made prior to the announcement of its termination shall qualify for the Programme.
11. Should you have any questions regarding the Programme, please contact O4 Coworking via e-mail: polecam@o4.network
12. The Organiser is entitled to unilaterally amend the Regulations by announcing an amendment to the Regulations on the Organiser's website.
13. In the event of a dispute arising from the implementation of these Regulations or resulting from participation in the Programme, the court competent to settle it shall be the court having territorial jurisdiction over the seat of the Organiser.
14. Law applicable to all legal relations arising in connection with the organisation and participation in the Programme shall be Polish law.
15. The Regulations enter into force on June 26, 2020.