**Agreement**

**for the provision of a location for conducting business activities**

**within the ESA BIC project**

**- Lease agreement -**

**in the Technology Incubator Complex of the AEROPOLIS Podkarpackie Science and Technology Park**

*- with rent rates determined below market conditions (de minimis aid) -*

concluded between:

**Rzeszowska Regional Development Agency S.A.** with its registered office in Rzeszów, address: Szopena 51, 35-959 Rzeszów, entered into the Register of Entrepreneurs of the National Court Register under the number KRS: 0000008207, whose registration files are kept by the District Court in Rzeszów, XII Commercial Department of the National Court Register, using NIP: 813-00-10-583, REGON number : 690260330, with a share capital of ………………………, fully paid up, represented by the ……………………………………………………….. hereinafter referred to as **RRDA;**

and

……………………………………………………………………… hereinafter referred to as the **Start-up**;

hereinafter jointly referred to as the Parties, with the following content:

**Introduction**

The Parties conclude this Agreement in connection with:

* the Start-up's successful completion of the application procedure for the .................. Project: ESA Business Incubation Centres (hereinafter: ESA BIC Project),
* successful completion by Start-up of the application procedure for locating Start-up's business activity in the AEROPOLIS PSTP Technology Incubator Complex,
* positive formal and substantive verification of Start-up's application for de minimis aid (lease) and RARR's decision to grant it.

The Parties conclude this agreement for rent below market conditions under the rules set out in the Regulations for granting public and de minimis aid by Rzeszowska Agencja Rozwoju Regionalnego S. A. within the scope of activities of the PSTP Technology Incubator Complex and PSTP Laboratories - transfer of support granted by the Polish Agency for Enterprise Development under the Operational Program Development of Eastern Poland 2007-2013.

**§ 1.  
INITIAL PROVISIONS**

1. The terms and abbreviations contained in this Agreement should be arranged as follows:
2. IDA - Industrial Development Agency
3. RRDA - Rzeszow Regional Development Agency
4. PSTP - Aeropolis Podkarpackie Science and Technology Park
5. PSTP Technology Incubator Complex - a complex of buildings: IT, IT1, IT2, IT4
6. IT 4 - Hall 4 building located in the AEROPOLIS PSTP Technology Incubator complex at: Jasionka 954E, 36-002 Jasionka.
7. The Rules and Regulations of AEROPOLIS Podkarpackie Science and Technology Park and the Rules and Regulations for granting public and de minimis aid by Rzeszowska Agencja Rozwoju Regionalnego S. A. within the scope of activities of the PSTP Technology Incubator Complex and PSTP Laboratories - transfer of support granted by the Polish Agency for Enterprise Development under the Operational Program Development of Eastern Poland 2007-2013, which define the general conditions for the conclusion, execution and termination of agreements - were made available to the Start-up prior to the conclusion of the agreement and are binding on the Start-up. RRDA uses these regulations in electronic form, and the Start-up has access to their content through the RRDA website http://aeropolis.com.pl/pl/dokumenty-do-pobrania, in such a way that it can store and reproduce them in the ordinary course of business (downloadable pdf file).
8. The rules of use of the Wi-Fi network are set forth in separate regulations, which RRDA made available to the Start-up prior to the conclusion of this Agreement, and the Start-up undertakes to comply with the terms and conditions of use of the Wi-Fi network set forth in these regulations. RRDA shall use the rules and regulations in electronic form, and the Start-up shall have access to the content of the rules and regulations through the website https://inkubator.rarr.rzeszow.pl/strefa-przedsiebiorcy/formularz-zgloszeniowy-i-inne/ in such a way that it can store and reproduce them in the ordinary course of business (downloadable pdf file).

**§ 2.   
SUBJECT OF THE CONTRACT**

1. RRDA declares that it has the right to dispose of the space and technical infrastructure in the IT4 building .
2. By concluding this agreement, RRDA undertakes to the Start-up to:
   1. put into use for the purpose of business activities carried out within the framework of the ESA BIC project: office space shared with the second entity (a third entity independent of the Start-up) of premises No. 315, located in the IT4 building, with an area of 26.85 m2, which will be equipped with: (1) two workstations, each equipped with: a desk with an extension, a container/cabinet, an office chair - with one workstation for each of the entities sharing the office, and (2) additional office equipment including: a multifunctional printing and copying device, an office cabinet, a table and 4 chairs, a coat rack;
   2. provide access to common areas in the IT4 building: dining room equipped with household appliances, reception/lobby;
   3. provide a car park located next to the IT4 building - publicly available to persons staying in the PSTP Technology Incubator Complex , without assigning a designated parking space, if parking spaces are available;
   4. give the Resident a conference room or meeting room in IT4 building with basic equipment for up to 2 (two) hours a week, as and when dates become available and under the terms of the conference room/meeting reservations set forth in this agreement;
   5. provide Internet access via a public Wi-Fi network, with the proviso that in the event of non-standard needs - on separately defined terms and for separate remuneration - RRDA as a registered telecommunications entrepreneur may provide Start-up with additional services related to Internet access, including providing a public IP address, providing co-location of equipment in the server racks of the PSTP Technology Incubator Complex..

**§ 3.**

**GENERAL CONDITIONS OF CONTRACT PERFORMANCE**

1. RRDA undertakes to deliver to the Start-up the office space in a condition suitable for the agreed use.
2. The Start-up undertakes to use the subject of the lease only for the purpose of performing the activity within the framework of the ESA BIC Poland project.
3. The rules of use of the Wi-Fi network shall be specified in separate regulations, which RRDA has made available to the Start-up prior to the conclusion of this Agreement, and the Start-up undertakes to comply with the terms and conditions of use of the Wi-Fi network specified in these regulations. RRDA shall use the rules and regulations in electronic form, and the Start-up shall have access to their content through the website https://inkubator.rarr.rzeszow.pl/strefa-przedsiebiorcy/formularz-zgloszeniowy-i-inne/ in such a way that it can store and reproduce them in the ordinary course of business (downloadable pdf file).
4. The Start-up shall be entitled to use the address of the AEROPOLIS Podkarpackie Science and Technology Park Technology Incubator Complex as a place of business or as a correspondence address.
5. Start-up grants RRDA, in perpetuity and free of charge, permission to use the company name under which it operates and identifying Start-up and the designation, including the graphic or word and graphic sign - for marketing purposes concerning the implementation of the ESA BIC POLAND project / activities of AEROPOLIS Podkarpackie Science and Technology Park, including promotional materials of RRDA and its websites. The use of the company name or identifying Start-up designation - may occur in the context of the presentation of current or former entities locating their activities in AEROPOLIS PSTP related to ESA BIC POLAND or benefiting from other services fulfilled under the activities of AEROPOLIS PSTP.
6. With respect to office space/equipment used jointly with the entity with which the Start-up shares an office - the liability of the Start-up and this third entity to RRDA is joint and several.

**§ 4.**

**SURRENDER AND RETURN OF THE PREMISES**

1. RRDA shall release to the Start-up the premises constituting the subject of the lease, referred to in § 2 section 2 item 1) shall be confirmed in a protocol of release of the subject of the lease. The model of the protocol of release of the subject of the lease - is attached as Annex No. 1 to the Agreement.
2. Upon termination of this Agreement, Start-up shall be obliged to return the subject of the lease in an undeteriorated condition, taking into account wear and tear resulting from proper use - immediately, but no later than within 3 (three) days from the date of expiration or termination of the Agreement, respectively; the deadline for return of the subject of the lease shall be set by RRDA.
3. The return of the object of lease to RRDA shall be confirmed in the protocol of return of the object of lease. The template of the protocol of return of the object of lease - is attached as Annex No. 2 to the Agreement. In case of absence of appearance of the Start-up notified about the date of return of the object of lease or refusal to sign the protocol of return of the object of lease - the protocol will be drawn up unilaterally by RRDA.
4. Return of keys/access cards shall not release Start-up from its obligations to return the subject of the lease, as specified in this Agreement.

**§ 5.**

**Terms and conditions of the lease service and rules of staying in the PSTP Technology Incubator Complex.**

1. A start-up that implements a project under ESA BIC Poland and has located a business in the PSTP Technology Incubator Complex (including persons who have been issued access cards) is required to use electronic access cards to the PSTP Technology Incubator Complex in order to enter the building, go to other areas of the building, and exit the building. Applying the card to the access control reader located next to the door allows the door to be opened. The start-up (including persons who have been issued access cards) is required to close the door after opening it with the card.
2. The IT4 building from 7:30 a.m. to 3:30 p.m. shall remain open in accordance with the working hours of the RRDA; outside the indicated hours, access to the buildings is possible with an access card or through a security officer of the PSTP Technology Incubator Complex.
3. The fact of forgetting the card shall be reported at the entrance to the building to the PSTP employee, from 7:30 a.m. to 3:30 p.m., and from 3:30 p.m. to 7:30 a.m. to the PSTP Technology Incubator Complex security employee on duty in the main building of the Technology Incubator - access to the building, then, is possible through the PSTP employee or the PSTP Technology Incubator Complex security employee, respectively, and a temporary access card.
4. The start-up undertakes to immediately provide RRDA with a list of persons authorized to collect the access card by completing for this purpose a record file (excel) provided by RRDA on the website: https://aeropolis.com.pl/pl/dokumenty-do-pobrania. A scan of the inventory file completed and signed by the Start-up -Start-up sends via email to the email address of the PSTP employee (included in the file) who maintains the records in question. RRDA transfers the granted access cards to the person authorized to represent the Start-up by writing a protocol of receipt of access cards. The Start-up may modify the list of persons authorized to collect access cards or the scope of access by updating the records file (excel)-the procedure specified in paragraph 4 above is applied accordingly. If the number of authorized persons is reduced, the Start-up is obliged to return these cards to RRDA.
5. Start-up may not give all or part of the available space to a third party for free use or sublease.
6. Start-up has the right to invite guests for the purpose of business meetings - this applies to the meeting room/conference room, the use of which is subject to the terms of the agreement.
7. Start-up shall be liable for any damage caused on the premises of the AEROPOLIS Podkarpackie Science and Technology Park Incubator Complex in the rooms used.
8. Start-up is obliged, when using the space provided, to use it in accordance with its properties, purpose and requirements for the proper operation of the equipment, in accordance with applicable law, including fire safety, occupational health and safety regulations, in a manner not inconvenient for entities using other premises / space or infrastructure of the Technology Incubator Complex and respecting the principles of respecting people and property located on the premises of the Technology Incubator Complex.
9. Start-up is obligated to instruct all persons present on the premises of the AEROPOLIS PSTP Technology Incubator Complex at the invitation of the User, including its employees/co-workers and visitors, about the applicable fire and safety regulations.
10. Start-up shall be obliged to maintain order and cleanliness of the premises, both within the workplace and common areas.
11. The start-up shall not make any changes in the provided spaces, in particular, change the furnishings, install equipment or receivers. Placing on the walls or doors information boards, exhibits or teaching and other materials, using techniques that could cause damage to the surface, in particular by drilling holes, driving nails, pins, painting, gluing - is not allowed.
12. The Start-up shall not be entitled to place on its own on the premises of the AEROPOLIS PSTP Technology Incubator Complex - except in places designated for that purpose and after obtaining prior consent of the Lessor - its signs, advertisements and banners. RRDA under the ESA BIC Poland project is obliged to provide the Star-up with identification of the entity.
13. It is forbidden to consume, alcohol and other stimulants on the premises of the AEROPOLIS PSTP Technology Incubator Complex.
14. RRDA shall not be liable for property collected/left in the space used by the Start-up or on the premises of the AEROPOLIS PSTP Technology Incubator Complex - or to other persons present on the premises of the PSTP Technology Incubator Complex at the invitation of the Start-up, including its employees/co-workers, visitors.
15. RRDA shall not be liable for any interruptions in access to utilities, in particular, electricity, heat, Internet access - unless they occurred due to RRDA's willful misconduct.
16. The Parties undertake to keep confidential all business information, data, information and documents of which they have acquired knowledge in connection with the conclusion and execution of this Agreement and not to make them available to third parties, and to use them only for the purpose of the cooperation in question, unless otherwise specified in this Agreement. Secrecy also extends to all information, data and documents of other Start-ups in RRDA. In addition, the Start-up is responsible for ensuring the protection of secrecy by its employees and project partners. This clause does not apply to information that is in the public domain or publicly available to any interested person, as well as cases where there is an obligation on the part of RRDA to disclose information under applicable laws.

**§ 6.**

**PRINCIPLES OF PROVIDING THE SERVICE OF RENTING A CONFERENCE ROOM**

1. A Start-up may use its rightful dimension - 2 (two) hours per week - of the use of the conference room or meeting room with basic equipment - either as a whole or divided into parts, but each time not less than 1 (one) hour. In case Start-up does not use the full weekly hours - the unused time shall not be added to the time in subsequent weeks. After exhaustion of the weekly dimension of hours - for each additional hour of use of the conference room or meeting room Start-up is obliged to pay a separate fee, and the use of the room is based on a separate contract for rental of the conference room or meeting room.
2. The Start-up shall make a reservation of the conference room or meeting room - well in advance - as available dates (date and times).
3. Reservation of the conference room or meeting room shall be made by the Start-up making a reservation request to the e-mail address: esabic@rarr.rzeszow.pl and obtaining by the Start-up a return confirmation - availability of the room on the date (date and times) indicated in the reservation request - made by RRDA via e-mail. Reservation applications are accepted by RRDA on working days from 7:30 a.m. to 3:30 p.m.; working days are understood as days from Monday to Friday excluding statutory holidays and days off for RRDA employees on the basis of a resolution of the RRDA Board of Directors.
4. Each time the issuance and return of a conference room or meeting room shall be made in the presence of representatives of the parties to the agreement and shall be confirmed in the protocol of issuance and return of the conference room or meeting room, respectively, the specimens of which are attachments No. 3 and 4 to this agreement.
5. Commercial access to the conference rooms is possible on the basis of conclusion of the "Conference Room Rental Agreement" available at the link <https://inkubator.rarr.rzeszow.pl/strefa-przedsiebiorcy/formularz-zgloszeniowy-i-inne/>.

**§ 7.**

**COMPENSATION**

1. In consideration of the services under the Agreement specified in § 2 Paragraph 2 - the Start-up shall be obliged to pay RRDA:

1) remuneration (rent) - payable for each calendar month (settlement period referred to in paragraph 2 below), in advance by the 14th (fourteenth) day of each current month - in the amount of 268,50 (two hundred sixty-eight 50/100.) PLN net, increased by due VAT;

2) additional fees:

a) for heating - in monthly billing periods, payable in arrears by the 21st (twenty-first) day of each subsequent month: determined for each calendar month as follows - the amount due from the VAT invoice issued by the gas supplier for the IT 4 building of the PSTP Technology Incubator Complex is divided by the total area of the IT 4 building of the PSTP Technology Incubator Complex; and the heating fee is determined as the product of the amount so determined from the VAT invoice and ½ of the lease area indicated in § 2 para. 2 item 1) letter a);

b) for the supply of electricity - in monthly billing periods: using the rules for the re-invoicing of services: according to the actual consumption of electricity metered according to the indications of the meter/sub-meter and the VAT invoice issued by the electricity supplier - in monthly billing periods, in ½ part (i.e. divided in equal parts to each of the two office co-users)

c) a flat fee including municipal waste disposal and an additional fee for common parts in the amount of PLN 115 - (one hundred fifteen) PLN net, plus applicable VAT - per month.

1. Of the remuneration for the first or last billing period, which is not a full calendar month -Start-up shall pay RRDA:

1) Remuneration (paragraph 1 point 1 letter a), the rate of which will be calculated as follows: the rate for one month will be divided by the number of days of the calendar month, and then - the result obtained will be multiplied by the number of days of the contract in the first or last settlement period, respectively.

2) the additional charges indicated in paragraph 1(2) Start-up will bear the amount determined in accordance with the provisions of paragraph 1(2), which will be divided by the number of days of the calendar month in question, and then - the result obtained will be multiplied by the number of days of the contract in the first or last billing period, respectively.

1. The receivables referred to in this paragraph shall be payable by bank transfer to the RRDA's bank account, on the basis of VAT invoices issued by the RRDA.
2. The date of payment shall be the date of crediting the RRDA bank account.
3. The Start-up agrees to send VAT invoices electronically, to the e-mail address: .......................
4. In case of delay in payment - RRDA shall have the right to charge Start-up with interest for delay in the amount of interest for delay in payment in commercial transactions and to claim compensation for recovery costs under the rules set forth in the Act on Prevention of Excessive Delays in Commercial Transactions of March 8, 2013 (i.e.: Journal of Laws of 2022, item 893).
5. Remuneration and other fees - may be valorized based on the average annual consumer price index announced by the President of the Central Statistical Office for the previous year - once a year, with future effect from the date of this announcement. The valorization does not require an amendment to the contract and separate notification, and is taken into account in the current settlement in VAT invoices issued. If in a given year the consumer price index announced by the President of the Central Statistical Office is negative - the amount of remuneration and other fees will not change. For the use of Internet service - Start-up shall pay fees under a separate agreement.

**§ 8.**

**DE MINIMIS AID**

1. The use of RRDA's services provided under this Agreement for rent below market conditions is allowed only upon fulfillment of the conditions set forth in the Regulations for granting public and de minimis aid by Rzeszowska Agencja Rozwoju Regionalnego S. A. within the scope of activities of the PSTP Technology Incubator Complex and PSTP Laboratories - transfer of support received from the Polish Agency for Enterprise Development under the Operational Programme Development of Eastern Poland 2007-2013.
2. RRDA - transferring the support received under the Operational Programme Development of Eastern Poland 2007-2013, Priority Axis I Modern Economy, Measure I.3. Support for innovation on the basis of agreements concluded with the Polish Agency for Enterprise Development: dated 30.06.2010 No. POPW.01.03.00-18-040/09-00 for funding of the Project No. POPW.01 .03.00-18-040/09 "Expansion of Podkarpackie Science and Technology Park (PSTP) - II stage" and of 29.01.2015 no. POPW.01.03.00-18-002/14-00 for subsidizing Project no. POPW.01.03.00-18-002/14 "Expansion of Technology Incubator along with Service Center of Podkarpackie Science and Technology Park - III stage of PSTP". - provides de minimis aid on the basis of:
   1. Ordinance of the Minister of Infrastructure and Development of December 16, 2014 on granting financial assistance by the Polish Agency for Enterprise Development for the development of innovation centers under the Operational Program Development of Eastern Poland 2007-2013 - hereinafter referred to as the MIR Ordinance,
   2. Commission Regulation (EU) No 1407/2013 of December 18, 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid - hereinafter referred to as Commission Regulation 1407/2013.
3. The use of rent by the Start-up for a fee constituting remuneration of RRDA below market conditions constitutes de minimis aid referred to in the Commission Regulation (EU) NR 1407/2013; the value of this aid granted on the basis of a contract no less is the difference between the fee for the use of services under market conditions and the fee actually incurred by the Start-up and amounts to ............................................... The value of the remuneration under market conditions (rental services according to RRDA's price list, taking into account the sharing of the premises with the other entity in ½ part (i.e., the rate divided in equal parts to each of the two co-users of the office) as of the moment of granting support (the date of conclusion of the agreement) is .........................................
4. On the date of conclusion of the agreement, RRDA shall issue a de minimis aid certificate to the Start-up - beneficiary of de minimis aid. In the event that the value of the de minimis aid actually provided is less than the value of the aid indicated in the certificate issued, including in the event of an amendment to the agreement resulting in a reduction in the value of the agreement or its termination - RRDA, within 14 (fourteen) days from the date of ascertaining this fact, issues a new certificate on de minimis aid, in which it indicates the correct value of the aid and states the expiration of the previous certificate.
5. Start-up declares that the remuneration of RRDA under this Agreement Start-up finances from its own resources, and with regard to the eligible costs for which de minimis aid is provided by RRDA - Start-up has not received public or de minimis aid.
6. If it is determined that the Start-up has exhausted the permissible limit of de minimis aid received - further performance of the contract by RRDA for the Start-up, starting from the date on which this limit would have been exceeded, shall be carried out at the market remuneration resulting from the RRDA price list.
7. The Start-up shall be obliged to collect and store received certificates of de minimis aid for a period of 10 (ten) years from the date of receipt of aid (from the date of conclusion of the Agreement) or for a specified longer period, which will result from the decision of a competent authority or entity, on the basis of generally applicable law or on the basis of a legal action.
8. RRDA, as an entity providing aid, shall be obliged to prepare and present reports on the aid granted or information on the non-award of such aid in a given reporting period - in accordance with the provisions of law. The reports shall contain, in particular, information on the beneficiaries of the aid and on the types, forms, volume and purpose of the aid granted.
9. A start-up that is a beneficiary of aid or that applies for aid - shall be obliged to provide RRDA with necessary assistance in reporting or control in connection with the aid provided, including submitting to the control of competent institutions.
10. Misuse of aid - may result in the obligation to repay the granted aid and compulsory recovery of the amount equivalent to the granted aid with interest.

**§ 9.**

**CONTRACTUAL PENALTIES**

1. The Parties unanimously stipulate that RRDA is entitled to claim contractual penalties from Start-up:

1) in the event that the Office / Conference Room / Meeting Room is sublet or used free of charge by third parties - in the amount of PLN 300.

1. Stipulated penalties shall be payable within 5 (five) days of the summons.
2. Reservation of contractual penalties shall not exclude the right to claim compensation under the general rules.

**§ 10.**

**TERM AND TERMINATION OF THE AGREEMENT**

1. The agreement is concluded for a definite period of time ............., i.e. it is valid from ........... until ........... (hereinafter: the term of the contract), subject to paragraph 2 below.
2. Unless otherwise provided in other clauses - the Agreement shall cease to be effective upon expiration or termination for any reason of the ESA BIC Incubation Agreement .............., without a separate declaration.
3. The Agreement may be terminated by either Party with two weeks' notice in the event of good cause on the part of RRDA or the Start-up.
4. The Agreement may be terminated by mutual agreement of the Parties at any time.
5. The Agreement may be terminated by RRDA - with immediate effect without notice - in cases of violation of the rules set forth in this Agreement, in particular in case:

1) if the Start-up delays payment of rent or payment of any of the additional fees, after giving the Resident an additional period of 1 (one) month to pay;

2) give the subject of the lease in whole or in part for subletting or for free use to third parties;

3) use the subject of the lease in a manner contrary to the content of this agreement or its purpose, or neglect the subject of the lease to such an extent that it is exposed to loss or damage.

**§ 11.**   
**PERSONAL DATA**

1. By fulfilling the information obligation arising from art. 13 section 1 and item 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation ) as the GDPR - in connection with obtaining personal data from the Resident - the following information is provided:

1) the administrator of personal data is Rzeszowska Agencja Rozwoju Regionalnego SA (RRDA), with its registered office in Rzeszów, KRS number: 0000008207, address: ul. Szopena 51 , 35-959 Rzeszów, e-mail address: [sekretariat@rarr.rzeszow.pl](mailto:sekretariat@rarr.rzeszow.pl) ; contact details of the data protection officer: [iod@rarr.rzeszow.pl](mailto:iod@rarr.rzeszow.pl) ;

2) personal data will be processed on the basis of art. 6 clause 1 lit. b) GDPR - to conclude a contract with the data subject and perform this contract, pursuant to art. 6 clause 1 lit. c) GDPR - to comply with legal obligations imposed on the administrator regarding invoices and other documents related to tax liabilities and De minimis aid and pursuant to art. 6 clause 1 lit. f) GDPR - in order to pursue the legitimate interests of the Administrator, i.e. to assert or repel claims in connection with this contract, in order to ensure security and protection of property, in particular in the case of use of electronic access cards to IT4 buildings in the AEROPOLIS PSTP Technology Incubator Complex;

3) recipients of personal data will be: entities providing the administrator with legal or financial and accounting services, IT services, consulting services, postal or courier services, entities operating electronic access cards, entities providing the administrator with comprehensive security services for buildings and property in the AEROPOLIS PSTP Technology Incubator Complex; data will not be transferred to a third country or international organization;

4) personal data will be stored for the duration of the contract and further until the statute of limitations for claims arising from the contract or the completion of proceedings for the assertion of claims, for the duration of the obligation to store invoices and other documents related to tax obligations and de minimis aid and no less than until the settlement of the ESA BIC project, and the lapse of 20 years counting from the date of completion of the implementation of projects No. POPW.01.03.00-18-040/09 "Expansion of the Podkarpackie Science and Technology Park (PSTP) - II stage and No. POPW.01.03.00-18-002/14 "Expansion of the Technology Incubator together with the Service Center of the Podkarpackie Science and Technology Park - III stage of the PSTP, respectively;

5) the data subject is entitled to: obtain from the administrator confirmation whether personal data concerning him are being processed and access to personal data concerning him; requests from the administrator to rectify her personal data, request to supplement incomplete personal data, request to delete her personal data - and the administrator is obliged to delete personal data without undue delay if one of the following circumstances occurs: personal data are no longer necessary for the purposes of which they have been collected or in any other way processed personal data have been unlawfully processed personal data must be removed in order to fulfill the legal obligation laid down in Union law or the law of the Member State to which the controller is subject - subject to exemptions for rights under art. 17 clause 3 GDPR; requests from the administrator to limit processing in the following cases: the data subject questions the correctness of personal data (for a period allowing the administrator to check the correctness of this data); the processing is unlawful and the data subject objects to the deletion of personal data, demanding instead a restriction of their use; the administrator no longer needs personal data for the purposes of processing, but it is needed by the data subject to determine, assert or defend claims; in the case of processing personal data pursuant to art. 6 para. 1 lit.f GDPR, the data subject also has the right to object; the data subject has the right to lodge a complaint with the President of the Office for Personal Data Protection, if he considers that the processing of personal data concerning him violates the provisions, including the GDPR;

6) providing personal data is a contractual requirement and a condition for concluding the contract; the consequence of not providing data will be the inability to conclude a contract.

**§ 12.**

**FINAL PROVISIONS**

1. The parties appoint to carry out day-to-day factual activities related to the execution of the agreement:

1) The contact person on the part of the Start-up is (name, function/position) ................................................................, phone number: ................................., e-mail: ........................, or his/her designated deputy.

2) The contact person on the part of the RRDA is the Business Supervisor (name) ..........................................................., tel: ........................., e-mail: ................................... or the person replacing him/her.

1. In connection with the acquisition by RRDA from the Start-up of personal data of the person indicated in paragraph 1 point 2) - the Start-up undertakes, by the day following the conclusion of the agreement, to provide this person with information in accordance with the information obligation incumbent on RRDA as the administrator of the data of this person, and arising from Article 14 of RODO.
2. The Parties undertake to inform immediately, not later than within 3 (three) days, of any change in the mailing address, as well as the electronic address referred to in paragraph 1 above, and in the event of failure to comply with this obligation, the sending of letters or electronic messages to the existing address shall have the effect of delivery.
3. Start-up shall be obliged to inform about changes affecting its relations with RRDA, in particular with regard to Start-up data, representation of Start-up, transformations, changes in the area of activity - promptly, but no later than within 7 (seven) days from the date of the change.
4. Start-up shall not be entitled to transfer claims under this Agreement or to encumber the subject of the lease with rights in rem without prior consent of RRDA, expressed in writing under pain of invalidity.
5. The Start-up shall not be entitled, without prior consent of RRDA, expressed in writing under pain of invalidity, to deduct or set off from the receivables of RRDA under this Agreement - any of its claims against RRDA on any account.
6. The scope of RRDA's liability under this Agreement shall be limited to remedying actual damage caused by willful misconduct and shall not include lost profits.
7. RRDA declares that it has the status of a large entrepreneur within the meaning of the provisions of the Act of March 8, 2013 on Prevention of Excessive Delays in Commercial Transactions (i.e. dated December 13, 2018, Journal of Laws of 2022, item 893).
8. Amendments to this Agreement shall be made in writing under pain of nullity, which shall not apply to changes in the persons designated to make day-to-day contacts referred to in paragraph 1 or the data referred to in paragraph 2.
9. If any provision or part of a provision contained in this Agreement is invalid, illegal or unenforceable - the remaining provisions or the remaining part of the provision shall be valid and effective; unless the parties would not have entered into the Agreement without that provision. The parties undertake to negotiate in good faith to replace such invalid, illegal or unenforceable provision with another provision that reflects the purpose of the previous provision as closely as possible.
10. In matters not regulated by the provisions of this agreement, the relevant provisions of Polish law, including the provisions of the Civil Code, shall apply.
11. Any disputes that may arise in connection with the conclusion or performance of this Agreement - the Parties shall submit to the settlement of the Polish court of competent jurisdiction according to the seat of RRDA.
12. The following attachments constitute an integral part of this Agreement:

1) Attachment No. 1 - Model protocol of office release,

2) Attachment No. 2 - Sample protocol of return of the office,

3) Attachment No. 3 - Model protocol of release of the conference/meeting room,

4) Exhibit No. 4 - Model protocol for the return of the conference/meeting room.

1. The Agreement has been drawn up in two counterparts, one for each Party.

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| **Start-up RRDA**  *Place, date and signature Place, date and signature* |  |