Brain Embassy Membership Agreement

This **Brain Embassy Membership Frame Agreement** (“**Agreement**”) was made in Warsaw, **on [●] 2022**, by and between:

1. **[*company name incl. full legal form*]** with registered seat in [●], address: [●], registered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for [●] in [●], Department [●] for the National Court Register (entry No. KRS **[●])**, using the following official numbers: REGON (statistical identifier): [●] and NIP (tax identification number): [●],

represented by [●] acting in the capacity of [●], and by [●]acting in the capacity of [●],

**Appendix 1** hereto contains information corresponding to the current entry from the register of entrepreneurs;

hereinafter referred to as the “**Member**”,

a

1. **Real Estate Solutions Spółka z ograniczoną odpowiedzialnością spółka komandytowa** with registered seat in Warsaw, address: Al. Jerozolimskie 181B, 02-222 Warsaw, registered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw, Department XII for the National Court Register (entry No. KRS **0000276566)**, using the following official numbers: REGON (statistical identifier): 017269312 and NIP (tax identification number): 5213146925,

represented by **Cezary Waszkiewicz and** **Monika Kaczmarczyk** - authorized representatives, whose power to represent the company is confirmed by copies of powers of attorney and information corresponding to the current entry from the register of entrepreneurs, both constituting **Appendix 2** hereto,

hereinafter referred to as the “**Operator**”,

The Member and the Operator are hereinafter jointly referred to as the “**Parties**” and separately as a/the “**Party**”.

Preamble

1. The Operator runs an innovative co-creating project; whose objective is to create a community of entrepreneurially minded individuals who cooperate and share ideas in an environment organized by the Operator, striving at further development;
2. Operator entered into a regional consortium agreement dated FPT dated 10.08.2022 (“**Consortium Agreement**”) to conduct startup incubation processes with the support of the incubator of the European Space Agency, intended for entrepreneurs in the early stages of development related to the space industry (“**Project**”);
3. under the project, the Operator is responsible for administrative support for project participants in the form of providing office space for the incubation period of startup,
4. The Member has been identified as a participant of the Project; thus the Member and the Operator enter into this Membership Agreement.
5. Subject of the Agreement
   1. The Member has the right to use the entitlements including services defined in detail in the Membership Package [●name of the Package●] for [●] Users in the following BE Location: Brain Embassy, st. Postępu 15 02-676 Warszawa.
   2. In case of choosing Private Office Pack membership the Member is entitled to use (on exclusive basis) a Private Office for [●] Users; office number: [●].
   3. This Agreement is concluded on terms and conditions stipulated in General Terms and Conditions of “the Brain Embassy” Membership Agreements which constitutes an integral part of this Agreement.
6. Duration of the Membership Agreement
   1. This Membership Agreement is concluded for an indefinite period of time, commencing on [●].
   2. Each Party has the right to terminate this Membership Agreement upon one month’s notice, taking effect on the last day of a month.
7. Compensation
   1. The Member shall pay to the BE a monthly Compensation equivalent to the sum of the following components:
      1. PLN [●] ([●]) net of VAT for the Membership Package,
      2. PLN [●] ([●]) net of VAT for the Additional Services (if applicable) as calculated in the Price List.
   2. Deposit amounts to PLN [●] and is payable till [●].
   3. The Member indicates the following email address of the Member for the invoices [●].
8. Final Provisions
   1. This Membership Agreement takes effect on [●].
   2. The Membership Agreement consists of the following documents (forming integral parts of the Membership Agreement) available on the website:
      1. The Brain Embassy General Terms and Conditions www.brainembassy.com/pl/ogolne-warunki-umow/
      2. The Brain Embassy Regulations www.brainembassy.com/pl/regulamin-okreslajacy-zasady-korzystania-z-be/
      3. The Complex Regulations, Parking Regulations[www.brainembassy.com/pl/regulaminy-budynkow-i-parkingow-adgar/](http://www.brainembassy.com/pl/regulaminy-budynkow-i-parkingow-adgar/)
      4. Additional Services Price List; www.[brainembassy.com/pl/cennik-uslug-dodatkowych/](https://brainembassy.com/pl/cennik-uslug-dodatkowych/)
      5. Package Scope (attached to the Agreement).
   3. By signing the Membership Agreement the Member declares that you have received, read and accept all documents comprising the Membership Agreement.

**Signatures:**

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| --- | --- | --- | --- |
| **for and on behalf of the BE:** | | **for and on behalf of the Member:** | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Cezary Waszkiewicz** authorized representative | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Monika Kaczmarczyk** authorized representative | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[full name]** [position] | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[full name]** [position] |