



GENERAL TERMS AND CONDITIONS OF SALE

I. General terms and conditions

1. Scope of application and definitions

- 1.1. These terms and conditions apply to all SIMBIOCITY HUB service agreements made by Ozo biurai, UAB.
- 1.2. In these terms and conditions, **Seller** refers to Ozo biurai, UAB, **Customer** – to the buyer of Service specified in Agreement, **Parties** – to the aforementioned parties collectively, **Agreement** – to the SIMBIOCITY HUB service agreement signed by Parties with which these general terms and conditions of sale are associated, **Service** – to the object of sale specified in the SIMBIOCITY HUB service agreement (including private office) and any additional services subscribed by the Customer and **Private Office** – a separately specified SIMBIOCITY HUB Private Office room.

2. Entering into an Agreement and entry into force

- 2.1. Agreement between Seller and Customer is executed and valid as of the date when both Parties have signed it or when the subscription has been confirmed in the website, or as regards additional services – after Seller has confirmed the service order made by Customer. Save in website, Agreement is considered to be signed after a digitally signed or a scanned signed copy of it has been exchanged between Parties.
- 2.2. In case Agreement is concluded in the online service portal of Seller (website) by making an application to become a Customer with invoicing status (i.e. no credit card payment) Agreement enters into force from the date the Customer submits an application to become a customer with invoicing status. The Seller then makes appropriate credit checks and handles the application. Seller makes its reasonable efforts to handle the application within five (5) working days after the receipt of the application after which the application is either (i) accepted, in which case Agreement continues, or (ii) declined, in which case Agreement is automatically terminated and Customer is denied from using Service and shall pay to Seller a fee equalling to the commenced days of usage of Service before denial divided by 30 and multiplied by the amount of monthly fee (e.g. in case of five days usage before denial: $(5/30) * \text{'monthly fee of the service'}$).
- 2.3. Customer confirms and acknowledges that the contact person of Agreement or person authorized by him/her is entitled to make new service orders and sign agreements concerning ICT and/or other additional services on behalf of Customer.

3. General rights and responsibilities of the parties

- 3.1. Seller shall perform Services with professional skill, taking into account the agreed schedules and Customer's other requirements. Service corresponds to what is agreed upon and specified in the service description with regard to contents and quality. Seller shall carry out customary regular and ad hoc maintenance measures at the premises and Customer is not entitled to reduction of fees based on such measures.
- 3.2. Customer is responsible for tasks falling under the responsibility of Customer being carried out as agreed, with due diligence and on time. Customer shall provide Seller with correct and sufficient information for performing Services. Customer is responsible for information and instructions provided to Seller. Customer is liable to report any defects observed in Service without delay; however, no later than one (1) week after Service has been delivered.
- 3.3. At the commencement of the Service, access tokens/keys to the premises are handed over to Customer or its associated users against receipt and Customer shall undertake to return them to Seller upon the end of Agreement. In case of non-returning or loss of access tokens/keys by Customer or its associated user, Customer shall pay a fee in accordance with Seller's price list in force at each time. Access tokens/keys are personal and they may not be handed over to anyone else.
- 3.4. Customer undertakes to use premises, which it is entitled to use under respective membership, for standard office work purposes only. Customer does not have the right to make any changes to premises, bring its own furniture or otherwise integrate any items to the premises or furnitures. Customer acknowledges that premises are used by other users conducting professional and business activities, and Customer undertakes to refrain from such usage that causes such disturbance, harm, hindrance or noise to other users that is not customary or appropriate in similar multi-user office space.
- 3.5. Customer is responsible for taking out and maintaining appropriate insurance policy for the business carried out on the premises, including liability insurance. The insurance policy shall also cover loss caused by a third party.
- 3.6. Customer and its associated users are obliged to use customary digital platforms relating to Service as instructed by Seller.

II. Special terms and conditions concerning services

4. Validity of the service, fees and terms of payment

- 4.1. The fees charged for Services are specified in Agreement. Unless otherwise agreed, the fees specified in Seller's price list in force at each time apply to additional services. Fees are payable irrespective of actual use of Services by Customer.
- 4.2. Indirect taxes and fees, such as value added tax (VAT), in force at each time for which Seller is liable will be added to the fees concerning Services. Customer will on the premises carry out business for which VAT is payable. Seller and/or property owner are liable for VAT on letting of premises/providing Services. If, as a result of Customer's independent actions, Seller and/or the property owner is liable for adjustment of VAT under provisions in the applicable VAT act, Customer shall fully compensate Seller for implications caused by the loss of a right to deduct VAT. Further, Customer shall compensate the increase in costs or damage which arise from the action of Customer and which follow from Seller's and/or property owner's loss of a right to deduct input VAT on running costs.
- 4.3. Seller will adjust the fees of Services annually to correspond the development of the prices of items included in them or based on demand. Seller will inform Customer of any adjustment in writing a minimum of forty-five (45) days prior to the adjustment taking effect, and Customer has a right to terminate Agreement upon the adjustment taking effect by informing Seller at least thirty (30) days prior to the adjustment taking effect. Adjustments have no effect on fees for Services delivered prior to their entry into force.
- 4.4. Without a prior notice to Customer Seller is entitled to recalculate the fees of Services annually from 1st January of each calendar year in accordance with the average annual change in the consumer price index of Eurozone, calculated according to the methodology harmonized with other European Union (EU) member states and announced by EUROSTAT ('MUICP'), using the following formula:



(Services fees (old) x MUICP (expressed in percentage)) + Services fees (old) = Services new fees. Seller will inform Customer of new fees of Services by issuing a respective invoice with recalculated Service fees. Customer will pay the recalculated fees as of 1st January each year, or if the MUICP is not announced on the 1st January, to pay the difference to be specified by Seller in the following invoices. Customer is not entitled to terminate Agreement in case fees of Services are recalculated under procedure specified in this section above.

- 4.5. Service fees of the first calendar month (or first two calendar months if the term starts after 1st day of a calendar month) of the term of Agreement may be invoiced by Seller with at least fourteen (14) days term of payment immediately after signing Agreement, and while using credit card payment the credit card given in connection to subscription of Service may be charged on the day following the subscription. If Customer fails to pay the first payment or the charging of the credit card may not be performed on the due date of the first payment, then Seller has a right to terminate Agreement with immediate effect. In case Customer has started using the Service before such termination, Customer shall be deemed to use Service under these terms and conditions and fee for Service may be charged from it for the time it has used Service by applying provisions set forth in section 2.2 above as applicable. Service fees thereafter will be invoiced in advance in the beginning of each calendar month with at least fourteen (14) days term of payment, and while using credit card payment the credit card given in connection to subscription of Service will be charged automatically in the beginning of each calendar month. However, one-time Services are invoiced in arrears monthly, in which case the term of payment is at least fourteen (14) days, unless otherwise agreed. In pursuance of invoicing Seller can charge a reasonable invoicing fee. Credit card payment is not subject to Seller's invoicing fee.
- 4.6. A 0.02 interest rate for late payment shall be charged.

5. Documents and rights

- 5.1. Any drawings, plans, and documents, and all associated rights, including intellectual property rights, required for Service or emerging as a result of Service that Customer and Seller transfer to each other before or after entering into Agreement or develop as part of Service remain the property of the transferor. The recipient may not use the obtained drawings, plans, documents or associated rights for any purposes other than those agreed upon in Agreement or disclose information on them to third parties without the consent of the transferor. However, Seller has the right to transfer Customer's drawings, plans or documents to its subcontractors to the extent deemed necessary for the production of Service. Each Party is responsible for the accuracy of the drawings, plans, and documents, and the information on which they are based, which are submitted by Party in question.

6. Delivery time and delays

- 6.1. The delivery of Service will begin at the time agreed upon by Parties. Unless a specific commencement date has been agreed upon, the delivery of Service will begin within a reasonable time following the entry into force of Agreement or receipt of order, complying with Seller's standard practice.
- 6.2. When Seller discovers that Seller is unable to comply with the agreed delivery time or such a delay seems probable, Seller must inform Customer of the reason for the delay and a new delivery time in writing and without delay.

7. Business WLAN

- 7.1. Seller provides a wireless network service for internet's secure use as a member and guest service in accordance with SIMBIOCITY HUB service description in force from time to time ("**Service**" under this section 7 refers only to wireless network service). Wireless network service is provided from network built up to SIMBIOCITY HUB workspace. Customer's responsibilities include using Service according to all applicable laws and decrees and regulations issued by the authorities. Customer may only use Service for its intended purpose and in accordance with the instructions of Seller or its subcontractors. Customer must act in such way that it will not lead to disturbance or damage to Seller, its subcontractor(s), such as the network operator, or other users. Customer must neither transmit the traffic of a third party through its connection into Seller's Service nor distribute Seller's Services outside Customer's organization without separate written agreement with Seller. Customer is responsible for ensuring that the data and material transferred in Service does not infringe copyright, trademark, business name or other third-party intellectual property or other proprietary rights.
- 7.2. Customer acquires, at its own expense, all equipment, software and connections needed for using Service and is also responsible for their settings and working order. Customer is also responsible for ensuring that they do not cause any damage or interruption to Seller's communications network operation or internet network traffic. Customer is responsible for damages negligently caused to Seller's communication network, Seller's equipment or software used to provide Services.
- 7.3. Customer is responsible for the protection and the level of data security of Customer's own computer, data system, intranet and other similar IT equipment or system and software and for all other security mechanisms and data security of the connection. Customer is responsible for any consequences of insufficient data security or damages caused negligently to Seller, other users or third parties by computer viruses and other such things brought into Seller's network by Customer unless otherwise expressly agreed in writing.
- 7.4. Seller is entitled to implement Service in a way it deems fit, and to use subcontractors in implementing it. Seller is not responsible for the suitability of Service to Customer's intended purpose of use, and it does not guarantee the uninterrupted functioning of Service due to the nature of Service. Seller constantly strives to develop its Services. Seller is entitled to make changes that affect the technology and use of Service. If an amendment to Service causes an interruption, Seller will aim to minimize the inconvenience to Customer and will take any measures it deems necessary. Seller is not responsible for any inconvenience or damage caused by the above measures or changes to Customer's equipment or software. Seller will strive to notify Customer of such changes within a reasonable time in advance.
- 7.5. In addition to what is stated elsewhere in these general terms and conditions of sale, force majeure event includes the defectiveness or delay of telecommunications connections or devices acquired from or held by a third party, cable damage caused by a third party or other unusual reason that is out of the control of the parties and has equivalent impact.

III. Special terms and conditions concerning SIMBIOCITY HUB Private Office

8. Condition, cleaning, maintenance and purpose of use of the Private Office and other terms

- 8.1. Customer has familiarized itself with Private Office and the related equipment, or with regard to a building under construction, its planned equipment, and approves their suitability for its use as an office room. Right to use Private Office is as a starting point provided on 24/7 basis, however, this being subject to possible restrictions in the local property. Private Office may be used for standard office work purposes only.



- 8.2. Subject to Seller's prior written consent and using Services provided by Seller, Customer may attach such business signs, stamps or similar in or outside Private Office as separately specified by Seller and subject to separate fee becoming payable concerning the installation works by Seller. Customer may not make any fit-outs or attach any other items to any floor, ceiling, wall, door or furniture or otherwise make any fitouts to Private Office, unless otherwise agreed in writing with Seller. Unless otherwise agreed in writing with the Seller, (i) Customer shall be liable for restoration of any Customer fit-outs or attached items related to Private Office made for Customer prior or during the term of Agreement, and (ii) Customer is not entitled to compensation regarding any modifications or improvements made for or by Customer to Private Office under Agreement.
- 8.3. Seller arranges regular cleaning of Private Office with its partner to ensure a well-functioning working environment. The cleaning service concerning Private Office aims to keep Private Office in presentable condition and promotes comfort, cleanliness and safety of Private Office.
- 8.4. Customer must inform Seller of any observed defects, disturbances or need for repair or maintenance work concerning Private Office without delay, and correspondingly Seller undertakes to carry out necessary inspections and small repair and maintenance measures without delay from the receipt of the notice from Customer. Seller will inform Customer in advance on regular maintenance work. Customer is not entitled to a reduction in fee due to inspections or repair or maintenance measures concerning Private Office.
- 8.5. Customer shall waive its possible right to apply the registration of its rights under this Agreement to any local registry. Customer irrevocably waives its possible right of first refusal under applicable legislation to enter into an agreement with Seller concerning Private Office after expiry of Agreement.

9. Deposit

- 9.1. Seller has a right to require that Customer provides with a deposit as collateral security for compliance with all of Customer's contractual obligations equalling to two (2) month's fee. If required by Seller, the deposit must be valid at all times during the validity of the agreement concerning Private Office, starting from the commencement of the term of Agreement until at least two (2) months after the end of Agreement. The monetary deposit must be deposited in Seller's bank account at the latest at the commencement of the term of Agreement unless otherwise agreed in writing. No interest will be paid on a monetary security deposited in Seller's bank account. Parties agree that as of the moment of payment of the deposit, the latter shall be deemed pledged to Seller for the purpose of security of due fulfilment of Customer's obligations under Agreement.

10. Prohibition to assign Agreement or sublease or forward lease

- 10.1. Customer is not entitled to assign Agreement or to sublease or forward lease Private Office without Seller's written consent. The aforementioned restriction also applies to the assignment of Private Office, wholly or partially, to a third party as well as assignment of the lease rights in conjunction with a transfer of business.

11. Vacation of the premises

- 11.1. Not later than on the last day of the term of Agreement, Private Office must be surrendered to Seller emptied and in the condition it was when moving in, with the exception of normal wear and tear of the premises. Unless otherwise agreed in writing, Customer shall be liable for restoration of any Customer fit-outs and attached items related to Private Office made for or by Customer prior or during the term of Agreement (e.g. holes in the wall, removal of walls). Seller and Customer may agree to inspect the Private Office prior to the end of Agreement to assess the condition of the Private Office and possible restoration obligation. Seller will inspect the condition of Private Office on the day of removal or thereafter. Customer has the right to take part in the inspection of the condition of Private Office. Any restoration measures whether carried out during or after the term of Agreement shall be carried out by Seller at Customer's cost.

IV. Certain other terms and conditions

12. Non-disclosure and data protection

- 12.1. Parties undertake to keep in confidence any material and information received from one another that is either marked as confidential or that should be understood to be confidential, and to refrain from using it for any purpose other than that of fulfilling Agreement between Parties. However, publicly available information or information (i) that one Party possessed without breach of confidentiality before it was disclosed by other Party, (ii) which other Party has received from a third party without a breach of confidentiality, or (iii) that the party is obliged to disclose under a compelling act, decree, regulation issued by the authorities or decision of a court of law is not considered confidential information.
- 12.2. However, Seller has the right to disclose information received from Customer to its subcontractors insofar as is deemed necessary to meet the contractual obligations of Seller. Parties must immediately stop the use of confidential material and information received from other Party and return or destroy such material with all copies at the request of other Party when the Agreement expires or when Party no longer needs the material and information for the purpose of fulfilling Agreement. However, both Parties are entitled to keep copies required by law or regulations issued by the authorities.
- 12.3. Agreement with its appendices is confidential, and it or its contents may not be disclosed or otherwise brought to the attention of a third party without the consent of other Party. Seller is, however, entitled to use as a reference general information on the fact that Seller is offering services to Customer, and Parties are, however, entitled to use Agreement for purposes of official legal remedies available under applicable law.
- 12.4. The rights and obligations related to section 12.1, 12.2 and 12.3 shall survive the termination of Agreement.
- 12.5. The Parties understand that personal data is or may be processed for the purposes of the conclusion and performance of Agreement. Parties, in the performance of Agreement and processing of personal data received from each other, shall undertake to:
 - comply with the requirements of the General Data Protection Regulation (EU) 2016/679 (the Regulation), the Law on Legal Protection of Personal Data and other legal acts regulating the processing of personal data;
 - cooperate with each other and, as far as possible, assist each other to enable the other Party to comply with its obligations under the personal data protection legislation;
 - ensure that data subjects are able to exercise their rights under the Regulation, including but not limited to, responding to inquiries, requests or complaints received from the data subject;
 - inform each other in writing of each personal data breach involving personal data transferred by the other Party, stating the nature, scope and measures taken or recommended to be taken to mitigate the adverse effects of the breach.
- 12.6. Customer shall ensure that all personal data, which Customer transfers or provides access to Seller for the purpose of performance of Agreement, are processed and transferred to Seller on a legitimate ground, and all data subjects (e.g. employees, representatives, partners, visitors of Customer or other persons related to Customer) are properly informed about their data processing and transfer to Seller.



12.7. Parties will enter into a separate data sharing or processing agreement if required to do so under the relevant data protection legislation taking into account the nature of the data processed or shared during the term of Agreement.

13. Force majeure

13.1. A force majeure event refers to such an exceptional and influential event that it prevents fulfilling the contract correctly; that has occurred after signing the contract; that is independent of Parties; and that is something Parties could not have considered when concluding the contract nor prevent it without undue additional costs or unreasonable waste of time. Such an occurrence may be, for example, war, rebellion, internal unrest, confiscation by an authority or seizure for the public good, bans on import and export, natural phenomena, termination of public transportation or energy supply, extensive labour dispute or fire or some other equally effective and exceptional reason which is independent and outside the control of a Party.

13.2. A delay on the part of a subcontractor is considered force majeure only if the subcontractor's delay is caused by an obstacle referred to in section 13.1.

13.3. If there is a delay in fulfilling the contractual obligations due to the reasons stated in sections 13.1 and 13.2, the time for fulfilling the obligations will be continued for as long as is reasonable taking into account the circumstances affecting the matter.

14. Subcontracting and transferring the Agreement

14.1. Seller has the right to use subcontractors without notifying Customer.

14.2. Customer may not transfer Agreement without the written consent of Seller. In the event Seller consents to the transfer of Agreement, Customer is responsible for ensuring that the transferee undertakes Customer's obligations under this Agreement.

14.3. Seller has the right to transfer Agreement wholly or partially to a third party without the consent of Customer.

15. Term and termination of the Agreement

15.1. The term of Agreement is fixed as set out in Agreement, unless service specific service descriptions provide otherwise. The start of the term is defined in Agreement and, unless otherwise agreed, it is valid until and including the last day of the calendar month immediately following calendar month on which the term started ("**Initial Period**"). Agreement will remain automatically valid after Initial Period each time by one (1) calendar month ("**Extension Period**"), unless either Party terminates Agreement with a notice period of at least one (1) calendar month.

15.2. A Party has the right to terminate Agreement with immediate effect if other Party (i) substantially breaches the terms and conditions of Agreement and has not rectified the breach within fourteen (14) days from receiving a written request from other Party; or (ii) is declared bankrupt or placed into liquidation or is otherwise reasonably considered insolvent. For the sake of clarity it is stated that delay in payment of Service fee is always considered substantial breach of Agreement.

15.3. Seller has the right to discontinue the delivery of Service for the duration of the delay if Customer does not pay the contractual fees as agreed. For the sake of clarity it is stated that Seller has the right to deny Customer's and/or its users access to the premises until Customer has paid any outstanding contractual fees.

15.4. If Party terminates Agreement pursuant to section 15.2 (early termination), Seller is entitled to charge from Customer the payments accrued prior to termination of Agreement and payments to be accrued during any remaining fixed term of Agreement at the time of early termination.

16. Liability

16.1. Neither Party is liable for any indirect costs and/or damage. For the purposes of this Agreement loss of rental or service income is considered direct damage. Seller is not liable for items, parts or supplies owned or possessed by Customer unless separately agreed in writing.

16.2. The liability of Seller is limited to a three (3) month's fee exclusive of VAT for Service which the breach of Agreement concerns and, for one-off services, the one-time fee for Service.

16.3. Seller is not liable for damage, occlusion, quality fluctuations or other disturbances or obstacles occurring in electricity, telephone, communications, sewers, water or heat networks, or any resulting damage, including damage to Customer's business activity, property or third-party property located in Customer's premises.

16.4. Customer is not entitled to reduction of the service fee for obstacles to or infringement of the right of the user in consequence of the property owner or Seller allowing work to be done in order to carry out customary maintenance of the premises or the property.

16.5. Customer is liable for all damage caused on the part of Customer to third parties, including other users of the premises or building, in accordance with applicable legislation.

16.6. In addition, with regard to Customer's liability, provisions in possible documents appended to this Agreement regarding the provision of Service will also apply.

17. Applicable law and dispute resolution

17.1. This Agreement is governed by the laws of the Republic of Lithuania. Parties agree to resolve any disputes arising from Agreement primarily through negotiations. If the matter cannot be resolved through negotiations within thirty (30) days of the commencement of the negotiations, the dispute will be settled in a court with territorial jurisdiction over the location of the SIMBIOCITY HUB.

18. Other Terms and Conditions

18.1. Agreement between Parties and its appendices constitute the entire agreement between Parties, superseding any previous discussions and correspondence on the services between Parties. If the provisions of the Agreement documents are in conflict, the Agreement documents will be applied in the following order: (i) SIMBIOCITY HUB special terms; (ii) SIMBIOCITY HUB service description as well as conditions concerning additional services (if any), (iii) these general terms and conditions of sale and amendments thereto; (iv) other appendices to Agreement between Customer and Seller.

18.2. All notifications concerning the fulfilment of Agreement will be made in writing, by e-mail or a similar method using the contact details specified in Agreement.

18.3. Seller shall have the right to change any service description(s) and general or special terms and conditions concerning Agreement by giving a notice thereof at least forty-five (45) days prior to such change enters into force, and Customer shall have the right to terminate Agreement upon the change taking effect by informing Seller at least thirty (30) days prior to the change taking effect.