

GENERAL TERMS & CONDITIONS
of The Happy Carrot EOOD
for access to the shared workspace **The LOUNGE**
and for additional services related to its use

1. SUBJECT

- 1.1 These General Terms and Conditions (GTC) shall govern the terms and conditions for the use of the services referred to below in clause 2, provided by "The Happy Carrot" Ltd., to natural and legal persons hereinafter referred to as "Tenants", following a written Agreement between them.
- 1.2 The Happy Carrot EOOD provides access to a shared workspace with the trade name "The LOUNGE", as well as additional services related to its use at the following address: the city of Ruse, 123 Lipnik Blvd., Business Park Rousse, Building A and Building B, Floor 1.
- 1.3 "Shared Workspace" for the purposes of these GTC means - an open workspace where one or more tenants Tenants can access individual or team workspaces on a daily, monthly and annual basis.
- 1.4 For the purposes of these GTC and for brevity hereafter in the Content and in Agreements with Tenants, The Happy Carrot Ltd will be referred to only by the trading name of the shared workspace: The LOUNGE.

2. TYPES AND SCOPE OF SERVICES OFFERED

- 2.1 The services provided by The LOUNGE include the provision of access, by way of hire, for the use of: workstations, offices, call booths, meeting rooms, relaxation area, high speed internet connection, mailbox, lockable locker, technical infrastructure (printer, xerox, scanner)/printer suite, kitchenette, sanitary facilities, lighting, central heating and air conditioning, access to power supplies and external parking.
- 2.2 The LOUNGE offers its services only in packaged plans. Each packaged plan includes, as a minimum, the following:
- access to a shared workspace, high-speed internet connection, lighting, central heating and air-conditioning, access to power, bathrooms, cafeteria, terrace and outdoor parking

Services are offered in the following packaged plans:

- 2.2.1 **HOT DESK** is a packaged plan with access to one workspace, in a shared workspace from 09:00 to 19:00 hrs, in the following four options:

- ONE DAY ACCESS to one workstation in the shared workspace, the specific workstation is the Tenant's choice according to availability at the time of concluding the Agreement;
- 5 DAY ACCESS (on five consecutive workdays), to one workstation in the shared workspace, the specific workstation on each of the days is the Tenant's choice according to availability of seats at the time of arrival;
- 10 DAY ACCESS (on ten consecutive work days), to the shared workspace, with the specific workspace used on each of the days being the Tenant's choice based on availability at the time of arrival;
- 1 MONTH, guaranteeing access to one workstation, per month, on weekdays Monday to Friday inclusive, also includes access to a call booth, two-hour access to the meeting room for scheduled use, and a discount on event space rental. The specific workspace used on any given day is by the Tenant's choice based on availability at the time of arrival.

2.2.2 **YOUR DESK** is a packaged plan with access to one workspace in a 24/7 shared workspace, in the following four formats:

- 1 MONTH guaranteeing 30 consecutive days of: 24 hour access to a shared workspace and call booth, access to a relaxation area, mailbox, locker, two hour meeting room (for scheduled use), discounted event space rental and printer package;
- 3 CONSECUTIVE MONTHS guaranteeing quarterly, 24-hour access to shared workspace, call booth access, relaxation area, mailbox, locker, two-hour meeting room access for scheduled use, discounted event space rental and printer package;
- 6 CONSECUTIVE MONTHS guaranteeing six-months of 24-hour access to a shared workspace, call booth, relaxation area, mailbox, locker, three-hour meeting room; discount on event space rental and printer package for scheduled use.
- 1 YEAR guaranteeing twelve-months of 24-hour access to a shared workspace, call booth, relaxation area, mailbox, locker, three-hour access to meeting room when scheduled, discounted event space rental and printer package.

2.2.3 **YOUR OFFICE** is a packaged plan for six months access to a private office (with a terrace) in the 24/7 shared workspace and guaranteeing six months of 24-hour access to a relaxation area, mailbox, two-hour use of the meeting room, and a 10% discount on event space rental and printer package.

2.3 The Services are only offered as packaged and cannot be offered separately.

2.4 Workstations included in the packaged plans consist of a desk or part of a desk and office chair.

2.5 For all **HOT DESK** Packaged Plans, the Tenant is entitled to use a workstation that is available at the time the Tenant occupies it but does not entitle the Tenant to use a *specific* workstation for the duration of the Agreement.

2.6 Restrictions on the use of different services depend on the type of packaged plan selected.

- 2.7 For an additional fee to the packaged plans, The LOUNGE offers the following additional services (“**Additional Services**”):
- 2.7.1 Rental of multimedia projectors and other equipment, devices and supplies for use only in The LOUNGE.
 - 2.7.2 Rental of a conference room (meeting room).
- 2.8 The LOUNGE also provides event management services and access to premises for events and other purposes. These GTCs apply, accordingly, to the provision of these services to the extent that they do not conflict with the express agreements between the parties set out in the Agreement.

3. PRICES, TERMS AND METHODS OF PAYMENT

- 3.1 Price for each individual packaged plan is published on the following website of The LOUNGE: **www.thelounge.bg**
- 3.2 Prices of additional services, for organizing events and providing access to event premises shall be agreed individually and shall be included in the Agreement concluded.
- 3.3 Prices of the services provided must also be specified in each individual Agreement concluded between The LOUNGE and the Tenant.
- 3.4 All prices are final, inclusive of VAT, and are valid only for the packaged plans specified in these GTC.
- 3.5 Prices of The LOUNGE's packaged plans are set out in a price list, the current contents of which is available on The LOUNGE's website.
- 3.6 The Packaged Plan price is payable in advance on the day the Agreement is entered into and in any event, before use of the Services begins.
- 3.7 In the event that the starting date for use of the services is agreed to be later than the date of conclusion of the Agreement, the Tenant shall pay, in advance, 50% of the price of the service. Advance payment shall be made within three working days from the date of conclusion of the Agreement. The balance shall be paid on the first day of the start of the term of use but, in any event, before use of the services begins.
- 3.8 When purchasing a packaged plan for a period of longer than one month, the Tenant shall pay the price for use of the services for the entire term of the Agreement. Payment shall be made, in advance, for each current month at the beginning of that month between the first and fifth day.
- 3.9 Rates for Additional Services, Event Services and the provision of access to premises for events and other purposes are payable at 50%, in advance when booking the services. The balance of 50% shall be paid immediately prior to use of those services.

- 3.10 Amounts due for use of Services may be paid in the following ways:
- 3.10.1 at The LOUNGE - in cash or by card at a POS terminal;
 - 3.10.2 by bank transfer to UNICREDIT BULBANK AD, with the account number BG 14 UNCR 7000 15 23 54 93 30,
- 3.11 On the day of payment The LOUNGE shall issue an invoice to the Tenant.
- 3.12 In the event of delayed payment, the Tenant shall owe The LOUNGE a penalty of 0.2% on the unpaid amount for each day of delay until full payment of the amount due.
- 3.13 In case of a delayed payment with more than 14 working days from the Tenant and after a written notice sent from the Landlord to the Tenant, the Landlord has the right to restrict or suspend the Tenant's access to the services until the full payment of the amount due.
- 3.14 The LOUNGE shall not have the right to unilaterally change the variety of the provided services included in the package plans, as well as their prices, respectively the price list, unless otherwise agreed by the parties in written form.
- 3.15 The LOUNGE does reserve the right to change the content and quantity of services included in the packaged plans, as well as prices and the price list. However changes do not apply to Agreements concluded prior to their announcement on the website, unless expressly agreed between the parties in the individual Agreements between them.

4. EXECUTION OF AN AGREEMENT

- 4.1 The conclusion of an Agreement for the use of services (Agreement) offered by The LOUNGE shall be effected by the signing of the 'Special Conditions to the General Terms and Conditions' by the Tenant or his representative and a representative of The LOUNGE. The GTC and Regulations for the internal order and the access regime in Business Park Ruse, hereinafter referred to as 'the Regulations', shall be considered as an integral part of the Agreement and, by signing the Agreement, the Tenant declares that he/she has read them and accepts them in full. The Agreement shall have the force of law between the parties and shall be effective from the moment of its signing. The Regulations shall be binding upon the Tenant and his visitors.
- 4.2 If the Tenant is a legal entity, the Agreement shall be signed by its legal representative or attorney. If the Agreement is signed by an attorney of the Tenant, the attorney shall provide The LOUNGE with a copy of the power of attorney upon signing the Agreement.
- 4.3 The Tenant declares that the information provided by the Tenant for the purpose of entering into the Agreement and completing the Standard Form is complete, true and accurate.
- 4.4 The LOUNGE may require documentation from the Tenant confirming its legal status and shall be entitled to refuse or delay activation of any or all of the Services pending receipt of such documentation.

5. ACCESS

- 5.1 Tenants are entitled to access the workspace during business hours and subject to the packaged plan selected.
- 5.2 Tenants with a packaged plan that includes 24/7 hours are entitled to access the workspace 24 hours a day, 7 days a week.
- 5.3 A Tenant's entry into the workspace shall be deemed use of one calendar day of their packaged plan, regardless of the length of the Tenant's stay.
- 5.4 Upon first access to the workspace to use the services purchased and as per their packaged plan, the Tenant will receive a key, magnetic card or access chip. Loss of key, magnetic access card or chip must be reported, by the Tenant, to The LOUNGE immediately.
- 5.5 The LOUNGE shall have the right to refuse or immediately deny the Tenant's access to the working space only in the event of violation of the Internal Rules, unethical and / or inappropriate behaviour and / or behaviour that interferes with the work of the other tenants only after sending a written notice to the Tenant and if within 14 working days as of the notice the Tenant has not remedied or suspended the default.
- 5.6 For the delivery of the Leasehold from The LOUNGE to the Tenant, shall be conducted a delivery protocol between the parties, in which the condition and the characteristics of the Leasehold are described in detail.
- 5.7 The Tenant with a packaged plan including limited working hours from 09:00 to 19:00 hrs, is required to vacate the workplace at the end of those working hours.

6. WORKING HOURS

- 6.1 The working hours of The LOUNGE are Monday to Friday from 09:00 to 19:00 hrs.
- 6.2 Opening hours for The LOUNGE space for additional services are negotiable.
- 6.3 The LOUNGE shall not have the right to change the working hours except when there is a statutory obligation related to the epidemic situation and the statutory measurements against the COVID-19 pandemic.

7. INTERNAL RULES OF CONDUCT

- 7.1 When using the services in the workspace, the Tenant agrees to comply with the Rules of the Internal Order and the Pass Regime in Business Park Ruse, the current content of which is made available to Tenants at the workspace and at the following Internet address: **the lounge.bg**

- 7.2 When using the shared workspace, the Tenant shall keep quiet and behave in such a way as not to disturb other visitors to the space.
- 7.3 Tenant's conduct on the Internet:
- 7.3.1 The Tenant shall comply with all applicable laws and regulations relating to the dissemination of information. The Tenant is solely responsible for his/her actions, including when using Internet access, through The LOUNGE network.
- (a) The Tenant has the right to conclude contract with one additional internet service provider in order to secure second secured connection.
- 7.3.2 The Tenant shall comply with any legal restrictions on the transmission, storage, processing, presentation and/or provision of information. The Tenant shall comply with all applicable laws and regulations relating to the protection of intellectual and/or industrial properties. The copying, distribution or downloading of copyrighted music and/or films and/or other copyrighted objects without the appropriate license is prohibited.
- 7.3.3 In the event of a breach of Clause 7.3.2 resulting in damage to The LOUNGE, the Tenant shall indemnify The LOUNGE against all damages, including but not limited to all legal and other costs incurred in defending its rights and legitimate interests.

8. RIGHTS AND OBLIGATIONS

- 8.1 The LOUNGE shall provide the Tenants with furniture and technical equipment in working order.
- 8.2 The Tenant undertakes to perform his obligations under the Agreement, to comply with the GTC and Regulations and to carry out the instructions of The LOUNGE staff.
- 8.3 The Tenant undertakes to use workstations and space only for the purpose intended. Use for other purposes requires the express prior consent of The LOUNGE. The Tenant shall not sublet or assign any or all of the workspace and services provided to it by The LOUNGE.
- 8.4 The Tenant undertakes to exercise good housekeeping and to handle the technical equipment and furnishings provided and, the interior and exterior of the workspace with due care.
- 8.5 After the expiration of the Agreement, respectively after its termination, the Tenant undertakes to immediately transfer the factual possession over the Leasehold to the Lessor in the condition in which the Leasehold was upon the delivery by the Landlord to the Tenant, taking into account their usual depreciation when used for their intended purpose. The delivery shall be performed on the day following the deadline of the term or on the date reasonably determined by the Tenant in the termination notification.

The handover shall take place on the day following the expiration date or on the date reasonably specified by The LOUNGE in the notice of termination.

- 8.6 The Tenant shall take measures to protect his own personal belongings within the work area.
- 8.7 The Tenant shall close and lock windows and doors adjacent to the work areas used and lock the lockers used accordingly.
- 8.8 The Tenant shall comply with all applicable laws and regulations relating to the dissemination of information. The Tenant is solely responsible for his own actions, including where he accessed the Internet via The LOUNGE network.
- 8.9 The Tenant shall comply with and observe all legal requirements and restrictions when transferring, storing, processing, submitting and/or providing information.
- 8.10 The Tenant shall comply with all applicable laws and regulations relating to the protection of intellectual and/or industrial property. The copying, distribution or downloading of copyrighted music and/or films and/or other copyrighted objects without the appropriate licence is prohibited.
- 8.11 Alterations or substantial changes to the workspace are not permitted. Alterations to the workspace that do not compromise its integrity are only permitted with the prior written approval of The LOUNGE and are at the Tenant's expense. The Tenant shall not be entitled to reimbursement for any costs incurred by the Tenant for alterations and/or restoration thereof.
- 8.12 The LOUNGE may undertake those repairs, refurbishments and structural alterations necessary for the maintenance of the building, the prevention of danger or the rectification of damage. In the event of imminent danger, the Tenant shall vacate the work area and evacuate immediately if necessary.

9. LIABILITY

- 9.1 The LOUNGE shall not be liable for any misconduct of its Tenants towards third parties, legal entities, State, municipal, judicial authorities and institutions.
- 9.2 The cost of repairing or replacing lost Tenant Equipment is the Tenant's responsibility and shall be at the Tenant's expense. If the Tenant is late and does not leave the work area on time, the Tenant shall be liable for the costs caused by the late relinquishing of the premises.
- 9.3 In the event a breach of the Agreement, these GTCs or Regulations, results in damages to The LOUNGE, the Tenant shall indemnify The LOUNGE for all damage caused including, but not limited to, all legal and other costs incurred by The LOUNGE in defending its rights and legitimate interests.
- 9.4 The LOUNGE shall not be liable to the Tenant:
- 9.4.1 in the event of necessary repairs or refurbishments to the Workspace;

- 9.4.2 for the cost of repairing or replacing lost equipment or other belongings of the Tenant;
- 9.4.3 for infringement of the Tenant's intellectual property by third parties;
- 9.4.4 for stolen Tenant property.

9.5 In all cases of breach of Agreement, The LOUNGE shall only be liable for damages caused to the Tenant by The LOUNGE's due to intent or gross negligence.

10. PROTECTION OF PERSONAL DATA

- 10.1 The LOUNGE processes and stores personal data about its Tenants in accordance with data protection requirements and applicable regulations.
- 10.2 By entering into the Agreement, the Tenant gives its informed consent to the collection and processing of its personal data necessary for the conclusion and performance of the Agreement.

11. TERMINATION OF THE AGREEMENT

- 11.1 Agreements for each of the Packaged Plans shall be for a fixed term and shall terminate on the expiry of the term for which they were entered into.
- 11.2 The LOUNGE shall have the right to unilaterally terminate the Agreement, by giving 14 working days written notice, in the event that the Tenant:
 - 11.2.1 violates the Agreement, the GTCs or the Internal Rules;
 - 11.2.2 delays payment of amounts due under the Agreement for more than 14 working days or twice consecutively, regardless of the length of the delay;
 - 11.2.3 has been declared bankrupt or insolvent;

In the event that the Tenant fails to remedy such breach by expiry of the notice period.

- 11.3 The LOUNGE or the Tenant shall have the right to terminate the Agreement by giving to the other party a 30 days written notice.
- 11.4 The LOUNGE shall owe refund of prepaid amounts if the grounds for termination of the Agreement is under Art.11.3.
- 11.5 The Agreement shall not be deemed to be automatically renewed after its expiry even if the Tenant continues to use the leased workspace.

- 11.6 On the day of termination of the Agreement, the Tenant shall vacate the workspace used by the Tenant and return all keys and access cards to The LOUNGE. In the event that the Tenant fails to comply with this obligation, The LOUNGE shall be entitled to declare the workspace vacant and remove the Tenant's belongings. Abandoned items shall be stored by The LOUNGE at the Tenant's expense for up to 1 month after expiry of the Agreement, after which they shall be destroyed.
- 11.7 If the Tenant fails to comply with its obligations under the preceding clause to vacate the Workspace, the Tenant shall owe The LOUNGE a penalty of 100BGN for each day of delay.

12. ACCESS TO GTC, RULES AND CHANGES

- 12.1 The current content of these GTC, the Price List and Regulations for the Internal Order and the access regime in Business Park Rousse are freely available to the Tenant at the place of work of The LOUNGE and at the following Internet address: **the lounge.bg**
- 12.2 The LOUNGE shall notify the Tenant of any changes to the GTC, Price List and Regulations by e-mail at least 1 month before they are published on the website and come into force. For this purpose, the Tenant's e-mail addresses provided upon conclusion of the Agreement shall be used.
- 12.3 All notices and documents which are to be deemed as having been served or given by the Tenant to The LOUNGE under or in connection with the formation, performance and/or termination of the Agreement shall be served at the address of the Workspace. All notices and documents to be served or provided by The LOUNGE to a Tenant shall be deemed validly served if (a) delivered in person or (b) sent to the Tenant's correspondence email address as set out in the Agreement.

13. FINAL PROVISIONS

- 13.1 Agreements concluded under these GTC are subject to Bulgarian law. The provisions of Bulgarian legislation in force shall apply to terms and conditions not covered by the Agreement.
- 13.2 If any of the provisions of these GTC or the Agreement concluded with The LOUNGE are found to be invalid, the validity of the GTC or the Agreement shall survive even without the invalid part.
- 13.3 All disputes between the parties deriving from this Agreement will be resolved by mutual consent, and in case of impossibility for such consent, the parties agree that the disputes will be brought before the competent Bulgarian court.