

APPENDIX 2: GENERAL TERMS OF RENTAL AGREEMENT

1.DEFINITIONS	
In this contract and all its appendixes and special terms sheet, words mean the following:	
Handover protocol	Document that is concluded by the Parties in the handover phase of the Dwelling and all its Furnishing, in order to capture their delivery and their state at the time of the delivery
Rental Agreement	All documents that are included (signed and not signed) in the package of the rental agreement - appendices, annexed, product and general terms, etc.
Building	Shall mean the building in which the Premises are located, that includes the whole Object and shared spaces for residents.
Surety Bond	A three-party contract by the surety (Rendin) which guarantees compliance, payment, performance, or obligations of the principal - the Tenant) to the obligee (the Landlord) arising out of the Rental Agreement to the extent indicated by Rendin.
Furnishing	Equipment, home appliances, and other furnishings that are located in the Dwelling.
Dwelling	A house, flat, or another place of residence being the subject of Rental agreement.
Party	Tenant or Landlord;
Parties	Tenant and Landlord;
Rent	Sum of rental payments and Utilities;
Rental payment	Rental payment that is set in Appendix 2 p.5
Compensation for non contractual use	The compensation referred to in Art. 18 of UOL, i.e. compensation for occupying the Apartment without any legal title after the Termination of the Agreement.
Rendin - Solution service provider	RENDIN POLSKA SP. Z O. O. a company organized and existing under the laws of Poland, having its registered address at Twarda Street, no 18, 00-105 Warsaw, and entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Warsaw, XII Economic Division of the National Court Register under the KRS number of 0000886037, with NIP number of 5252853348, REGON: 388311920, with share capital in the amount of PLN 5 000, fully paid up, that offers the platform for the Solution.
Solution	Rendin rental solution that includes rental agreement, surety bond and management and support of both.
KC	The Act of 23 April 1964 Civil Code (Journal of Laws of 2020, item 1740, as amended)
UOL	The Act of 21 June 2001 on the protection of tenants' rights, municipal housing resources and amendments to the Civil Code (Journal of Laws of 2020, item 611, as amended)
Utilities	Services that either Party orders and is related to the usage and maintenance of the Premises. Detailed cost split of the services is described in the Appendix 1

2. HANDING OVER THE DWELLING
<p>2.1 After signing the Rental Agreement the Landlord shall hand over the Dwelling and the Tenant shall receive the Dwelling by signing an Handover protocol, where the conditions, cleanliness and assets are described.</p> <p>2.2 The Dwelling shall be handed over after the first Rent payment to the Landlord.</p> <p>2.3. The Tenant's delay in accepting the Dwelling shall not relieve the Tenant of the obligation to pay the Rent and for the Additional Services for Dwelling.</p> <p>2.4. At the end of the Rental Agreement, the Tenant shall hand over the Dwelling and the Landlord shall receive the Dwelling by signing a Handover Protocol, where the conditions, cleanliness and assets are described.</p> <p>2.5 In addition, to confirming the Handover Protocol during the handing over, the state of the Dwelling is also fixed with pictures taken during the handover that are added to the Handover Protocol.</p> <p>2.6 By accepting the Rental Agreement, the Parties agree to exclude the Tenant's rights under the statutory warranty referred to in Art. 664 of KC, in relation to any defects of the Apartment, not disclosed in the Handover Protocol, and existing at the time of the hand-over of the Apartment.</p>

3. ACCESS TO THE DWELLING

- 3.1 The Landlord guarantees a number of access key sets (including access cards, door codes if applicable) as agreed in the Handover Protocol. In case the Tenant requests for extra key sets these will be ordered by the Landlord at Tenant expense.
- 3.2 Tenant has no right to duplicate any means of access by himself.
- 3.3 Minimum one access key set will remain in control of the Landlord.
- 3.4 The Tenant will notify the Landlord immediately of the theft of any type of loss of possession of any means of access given to him.
- 3.5 In case the before mentioned case occurs, the Landlord has the right to change locks or execute any actions needed to guarantee future access without permission, at the Tenant's cost.

4. TERM, EXTENSION AND ENDING OF THE AGREEMENT

- 4.1 Agreement will become effective when all the following conditions are filled:
- 4.1.1 It is signed;
 - 4.1.2 the date of deliver has arrived;
 - 4.1.3 rental apartment has been handed over to the Tenant.
- 4.2 The Rental Agreement is concluded for a definite period of time, no longer than 12 months. Unless the Parties agree otherwise, the Rental Agreement is concluded for a period of 12 months. Surety Bond is valid until the end of the Rental Agreement or for 12 months, whichever is earlier and needs to be renewed based on the Rental Agreement terms.
- 4.3 By accepting the Rental Agreement, the Parties agree to exclude the application of Art. 674 of KC.
- 4.4 Early termination of the Rental Agreement is governed by the generally applicable provisions of the Polish law with regard to the respective jurisdiction.
- 4.5 All changes and adjustments to the Rental Agreement will be noted in document form and saved on rendin.pl platform.
- 4.6 At the latest on the end Date of the Rental Agreement, the Tenant shall:
- 4.6.1 return the Dwelling (including all means of access) in the same condition as the Landlord handed over the Dwelling to the Tenant (described in the Handover Protocol referred to in clause 2.1 of the general terms of the Rental Agreement), taking into account any changes arising from the correct use; and
 - 4.6.2 erase the address of the Dwelling from the population register and all other registers if it has been used as the registered address of the Tenant, the Tenant's family members and any third parties related to the Tenant.
- 4.7 On the date of termination of the Rental Agreement, the Parties shall review the condition of the Dwelling and draw up the relevant Handover Protocol.
- 4.7.1 If one of the Parties does not appear for signing the Handover Protocol of Return of the Dwelling by the time specified in clause 4.8 The return of the Dwelling and Furnishings shall be considered as handed over by virtue of an act prepared by the other Party, which has the signature of one witness and the witness must be a person authorized by Rendin.
- 4.9 If the Tenant does not return all the means of access to the Dwelling, the Tenant shall reimburse the Landlord for the costs of replacing the locks and/or security systems and other costs associated with the relevant work and/or expenses.
- 4.10 The Tenant declares that if, after the Tenant has vacated the Apartment, it turns out that the items that are the property of the Tenant have been left in the Apartment, these items have been abandoned in order to get rid of them, and, consequently, the Landlord acquires the right to these items. Notwithstanding the foregoing, the Tenant agrees to cover the costs of removing and disposing of the above-mentioned items.
- 4.11 If there is less than one month until the end date of the Rental Agreement or the Party has terminated it in accordance with the generally applicable rules of the Polish law, the Tenant shall assist the Landlord in releasing the Dwelling. This includes the Tenant enabling the Landlord, together with the persons wishing to rent the Dwelling, to examine the condition of the Dwelling and to enter the Dwelling by prior arrangement with the Tenant.

5. RENT AND OTHER FEES

- 5.1 The Tenant shall pay the Rent for each full weekly payment period, in advance, by the 1st day of the calendar month, the 7th day of the calendar month, the 14th day of the calendar month and the 21st day of the calendar month to the Landlord's bank account or in cash directly to the Landlord, upon the arrangements with the Landlord. If the payment is made directly to the Landlord, the Landlord shall issue a receipt to the Tenant .
- 5.1.1 The Tenant may pay the Rent in advance for four full payment periods, covering a given calendar month by the day of the calendar month agreed in the special terms of the Rental Agreement.
 - 5.1.2 The Landlord has the right to exercise the right of termination if the Tenant is late in paying the Rent on four consecutive payment due dates (i.e a calendar month in total) as described in clause 9.3.3 of the general term of the Agreement.
- 5.2 In addition to Rent, the Tenant shall pay for the Utilities according to the Appendix 1.
- 5.3 The Tenant shall pay for the Utilities according to the invoices received within 5 days of receiving the payment note by the Landlord or other proper entity. Unless specified differently in the special terms of the Rental Agreement.
- 5.4 Responsible party will pay for the Solution service fee to Rendin Polska Sp. z o. o.'s account according to the monthly invoice provided by Rendin.
- 5.5 In the event that the Tenant is late in paying the Rent or late paying for the Utilities for Dwelling, the Landlord and/or Rendin shall be entitled to impose a penalty interest of the statutory rate.

6. LANDLORD'S RIGHTS AND OBLIGATIONS

- 6.1 Landlord shall deliver the Dwelling and its Furnishing and Appliances as specified in the Rental Agreement terms.
- 6.2 Landlord is liable for maintenance of the technical systems and appliances of natural wear.
- 6.3 Landlord has the right to check the condition of the Dwelling, Furnishing and Appliances during the Rental Agreement when agreed with the Tenant. Except when there is grounds to doubt breach of the contract or significant damage of the Dwelling. The doubt needs to be noted in written form on rendin.pl platform.
- 6.4 The Landlord is not responsible for service interruptions or shortages.
- 6.5 The Landlord takes into account the natural (ordinary) wear and tear of the Dwelling and Furnishings and the depreciation of the equipment in the Dwelling (in accordance with Art. 6a of UOL.), wear and tear is determined into the rental fee and this cost is not reimbursable.

7. TENANT'S RIGHTS AND OBLIGATIONS

- 7.1 The Dwelling may only be used for residential purposes.
- 7.2 Together with the Dwelling, the Landlord shall make available to the Tenant the household appliances, equipment, furniture and other furnishings in the Dwelling (collectively referred to as the Furnishings) listed in Annex No. 3 (Condition of the Dwelling, Furnishings, Access to the Dwelling, Pictures)
- 7.3 Tenant's obligations are:
 - 7.3.1 to notify the Landlord in case he is absent from the Dwelling for more than 21 consecutive days and in situations where the Tenant's absence may damage the Dwelling or the systems in the Dwelling;
 - 7.3.2 to use the Dwelling and the Building with care and according to the intended purpose while having other residents and neighbors interests in mind;
 - 7.3.3 to ask the Landlord for a consultation and, if possible, implementation in solving, managing and maintaining the problems that have occurred in the Dwelling and Furnishings (problems with home appliances, searching for and interpreting the manufacturer's instructions, changing ventilation filters, etc.). The Tenant is obliged to follow the instructions for use, made electronically available by the Landlord;
 - 7.3.4 to notify the Landlord immediately via rendin.pl platform of any damage/issues caused or discovery of a damage/issue, including damage to the Building, Dwelling and also late Rent payments. On the occurrence the Tenant shall do everything in his power to immediately reduce the potential impact and guarantee Landlord's access to the Dwelling;
 - 7.3.5 shall remove small shortcomings of the Dwelling that can be removed with regular small effort (cleaning or maintenance), including e.g. changing the light bulbs or batteries, the detailed scope of the repair and maintenance obligation is specified in Art. 6 b of UOL.
- 7.4 When using the Dwelling and the Building, the Tenant follows:
 - 7.4.1 All applicable laws and policies;
 - 7.4.2 The rules and regulations of the Building, if applicable;
 - 7.4.3 The conditions for the maintenance and use of the furnishings; and
 - 7.4.4 the requirements of the Utility Service Providers.
- 7.5 The Tenant can only with the e-mail acceptance of the Landlord (while being fully responsible of the potential damage cause):
 - 7.5.1 Accommodate 3rd parties (including partner, spouse and parents; except underage children who can be accommodated without permission;
 - 7.5.2 keep pets in the Dwelling;
 - 7.5.3 Make changes and improvements to the Dwelling, but even in the case of consentaneous changes or repairs, the Tenant is fully responsible for the damage caused to the Dwelling.
- 7.6 Smoking is strongly prohibited in the Dwelling, including, if applicable, the balcony/terrace. If rooms are equipped with a smoke detector the Tenant is obliged to monitor the status of the detector and if needed, change the battery of it.
 - 7.6.1 Ignoring the non-smoking requirement might cause the need for renovation. Such costs, if the need occurs, will be covered by the Tenant and organized by the Landlord.
- 7.7 The Dwelling and the Furnishings must be returned clean and maintained in accordance with the terms of the Handover Protocol and the rental instructions. If the Dwelling and the Furnishings are not returned clean and maintained, the Landlord or Rendin shall perform the cleaning and maintenance work, the cost of which is obliged to be reimbursed by the Tenant.
- 7.8 The Tenant is obliged to compensate any damages caused to the Dwelling or other parts of the Building by himself or herself, persons and animals living with him or her or a person staying in the Dwelling or the Building with the Tenant's permission or invitation. If the material liability in the event of an insured event is limited to the deductible, the Tenant undertakes to pay the Landlord the deductible expense specified in the insurance policy.
- 7.9 Subletting or renting the Dwellings and giving it for gratuitous use is prohibited.
- 7.10 The Tenant has the right to inspect the documentation related to the Utilities for Dwelling held by the Landlord.

8. NOTIFICATIONS AND INFORMATION

- 8.1 Any notifications, requests, claims and other communications sent in connection with the Rental Agreement (including payment reminders) shall be forwarded to the other Party via the Rendin platform, except for the documents listed in points 8.2 and 8.3. The above does not apply to documentation related to the termination from the Rental Agreement, either, which should be sent exclusively via Poczta Polska by a registered letter or delivered in person, with acknowledgement of receipt.
- 8.2 Invoices and payment requests for Rent, Additional Services for Dwelling and Tenant's Services shall be deemed to have been received on the day they are sent to the Tenant's email address or to the Dwelling address. Such documents may also be transmitted via post office.
- 8.3 The Tenant shall transmit to the Landlord all notices which have reached the Tenant or the Dwelling but have been addressed to or intended for the Landlord.
- 8.4 In case collecting meter readings isn't automated, the Tenant will forward these to the agreed channel by the 1st day of the following month.
- 8.5 The Landlord shall ensure that the Tenant is notified via e-mail of any post addressed to the Tenant but sent to the Landlord or to the Dwelling after the termination of the Rental Agreement and shall store it for 1 calendar month after the termination of the Rental Agreement. After that, the Landlord has the right to destroy the above-mentioned post.
- 8.6 Nothing in this Rental Agreement shall limit the liability of a Party who deliberately breaches this Rental Agreement.

9. TERMINATION OF THE AGREEMENT

- 9.1. The Rental Agreement expires after the period for which it was concluded.
- 9.2. The Parties may also terminate the Rental Agreement as a result of an mutual consent between the Parties.
- 9.3. The Landlord has the right to terminate the Rental Agreement in accordance with the provisions of Art. 11 (2) (1-4) of UOL, in a written form with 1 (one) month's notice period, effective as at the end of the calendar month, stating the exact reason for the termination, in the event that the Tenant:
- 9.3.1. despite a written warning continues to use the Apartment in a manner inconsistent with the Agreement or contrary to its intended purpose, shows negligence, which results in a damage or destruction of the devices intended for shared use by all the residents, or flagrantly or persistently violates the order, committing public nuisance, or
- 9.3.2. has let, sublet or handed over for free use the Apartment or part thereof without the prior written consent of the Landlord,
- 9.3.3. is in arrears with the payment of the Rent. The landlord has the right to exercise the right of termination if the Tenant is late in paying the rent, incidental expenses or a substantial part thereof on four consecutive payment due dates (i.e a calendar month in total).
- 9.3.4. uses an Apartment which requires to be vacated due to the necessity to demolish or renovate the Building.
- 9.4 The Tenant has the right to terminate the Agreement in the cases and on the terms by the Polish law (Civil Code). Termination of the Agreement by the Tenant requires a Written Form.

10. COMPENSATION FOR NON-CONTRACTUAL USE OF THE APARTMENT

- 10.1. By accepting the Rental Agreement, the Tenant acknowledges that if he/she does not voluntarily vacate the Apartment after the Termination of the Rental Agreement, he/she shall be obliged to pay the Landlord Compensation for non-contractual use of the Apartment.
- 10.2. The Compensation shall be due in the amount corresponding to the amount of Rent that the Landlord could receive in exchange for renting the Apartment. If the compensation does not cover the losses incurred by the Landlord, the Landlord may also demand the payment of the supplementary compensation.
- 10.3. If the Landlord fails to notify the Tenant of the amount of compensation due immediately after the Termination of the Rental Agreement, then the Tenant shall pay compensation in the amount of the Rent, on a monthly basis (four times the periodic Rent). The Landlord retains the right to demand supplementary compensation if the compensation paid turns out to be insufficient.
- 10.4. Payment of the compensation shall be made once a month, in advance, by the 10th day of the calendar month, to the Landlord's bank account or in cash, directly to the Landlord. If the payment is made by a money transfer, the Tenant shall indicate in the title "Compensation for non-contractual use of the Apartment", as well as the month/year for which the payment is made.

11. FINAL PROVISIONS

- 11.1 The Parties agree that in the event of a dispute, they shall first strive to resolve it amicably through negotiation.
- 11.2 If the dispute cannot be resolved in the manner specified above, it shall be settled by the local common court.
- 11.3 Should any provision of the Rental Agreement be deemed invalid, the remaining provisions of the Rental Agreement shall remain in force.
- 11.4 In such a case, the Parties undertake to replace such invalid provision with a new one, similar in purpose to the provision deemed as invalid.
- 11.5 Any changes to the Rental Agreement shall be made in a Document Form in the meaning of the Polish Civil Code art. via the Rendin platform or else being null and void.