

## Appendix 4: Surety bond

### 1. SUBJECT OF THE SURETY BOND

The Surety Bond is part of the services provided by Rendin. Rendin's services consist of the operation and maintenance of a rental platform where Parties can meet each other, perform a credit check and conclude a Rental Agreement. Rendin's services also include advice from the Customer Support Department and legal assistance from the Legal Department ensuring transparency and fairness in the rental relationship, Rendin provides Rental Agreement management services throughout the term of the Rental Agreement, including assisting in the procedure for termination of the Rental Agreement. As part of its services, Rendin also provides a suretyship, which is a guarantee for the payment of the Tenant's debts, to replace the traditional security deposit securing the proper performance of the Rental Agreement, thus enabling the Tenant to start the rental relationship without incurring significant start-up costs. The Surety Bond is a three-party agreement under which the Surety (Rendin) guarantees the fulfilment, payment, or performance of the obligations of the debtor (Tenant) towards the creditor (Landlord) arising from Rental Agreement No. . If the debtor fails to perform under the Rental Agreement, the creditor shall be entitled to apply for payment of the surety amount. If the claim is justified, the Surety will pay the surety amount, which may not exceed the amount indicated in point 4 of the Surety Bond. The debtor is then obliged to reimburse the Surety for any amounts paid in this respect, and the Surety has the right to institute recourse proceedings through the courts if the debtor neglects to reimburse the amounts paid by the Surety. Rendin's obligations under the Surety Bond apply only to the situations indicated in the Surety Bond, are limited to the surety amount indicated therein and only to damage events occurring during the term of the Rental Agreement.

### 2. SURETY'S DECLARATION

RENDIN POLSKA SP. Z O. O., represented by Mr Alain Aun, President of the Management Board of the Company, hereby provides a subsidiary surety for the obligations of the Tenant under Rental Agreement No. concluded through the Rendin Platform, which means that it will perform its surety obligations upon the occurrence of the conditions described below in point 6 of the Surety Bond. The suretyship shall cover the Tenant's future obligations that may arise under and in connection with the Rental Agreement, together with statutory interest and other receivables of the Tenant under the Rental Agreement, up to the surety amount (indicated in point 4 of the Surety Bond), in accordance with the Rental Agreement. At the same time, the Surety represents that the obligation under the suretyship will be performed in accordance with the terms described in the Surety Bond and in accordance with applicable law. The suretyship shall take effect as of and subject to the execution of the Rental Agreement on the terms and conditions set out in the Rental Agreement.

### 3. PARTIES

PARTIES	LANDLORD	TENANT	SURETY
Full name			Rendin Polska Sp. z o.o.
PESEL No. /REGON			388311920
Correspondence address			ul.Twarda 18, 00-105 Warszawa
Telephone number			+48 602 114 702
E-mail address			info@rendin.pl

### 4. SURETY AMOUNT

The value of the surety for all the Tenant's obligations towards the Landlord under the Rental Agreement (i.e. property damage, overdue payments etc.) is equal to a maximum of ten (10) monthly Rents in accordance with the amounts set out in the Rental Agreement.

### 5. RENDIN SERVICE FEE

Service monthly fee amount	2.5% of the monthly rent
Service fee payer	
Service fee payment day	

### 6. TERMS OF THE SURETYSHIP

The Surety's liability is subsidiary and comes into effect when the following conditions are met:

1. The Rental Agreement was concluded by the Parties through the Rendin Platform,
2. The Dwelling Handover Act was concluded via the Rendin platform,
3. The Surety Bond (Agreement) was concluded between Rendin, the Tenant and the Landlord,

The Parties agree to exclude the application of Article 881 of the Civil Code.

The Rendin Services Terms and Conditions, located at: [www.rendin.pl/legal](http://www.rendin.pl/legal), apply to the Surety Bond.

SCOPE OF LIABILITIES	CONDITIONS FOR IMPLEMENTATION
a) Late Payment by the Tenant of Payments Due to the Landlord – Landlord's Obligations	<p>1. If the Tenant is in arrears with the payment of the Rent and any other charges relating to the Rental Agreement, the Landlord is obliged to do everything possible to minimise the potential risk of an increase in the arrears, including immediately (but no later than 7 days after the arrears amount to at least 4 billing periods) informing Rendin of the fact that the Tenant has not paid and, despite the Landlord's reminder, the Tenant is still in default. Clarification of when arrears amount to at least 4 billing periods is described in the Rendin Services Terms and Conditions (point 4.1.1.).</p> <p>2. The Landlord is obliged to do everything in their power to terminate the Rental Agreement with a Tenant who is at least 4 billing periods in arrears, including the Landlord being obliged to exercise their right to terminate the Rental Agreement. Recommended templates for payment requests, including requests with warnings of possible termination of the Rental Agreement, are available at: <a href="http://www.rendin.pl/documents">www.rendin.pl/documents</a>.</p> <p>If the Tenant is in arrears for at least 4 billing periods, the Landlord shall:</p> <ol style="list-style-type: none"><li>1. inform Rendin immediately, but no later than within 7 days;</li><li>2. submit the relevant invoices, documents and/or information from which the obligation to pay the Tenant arises together with a calculation of the debt;</li></ol>

3. confirm with Rendin the necessary steps;  
 4. notify the Tenant of their claim by means of a request for payment with warnings of possible termination of the Rental Agreement.

If the Tenant fails to fulfil their obligations within 30 days of the service of a final request for payment by the Landlord, the Landlord is obliged to terminate the Rental Agreement. A template for termination of the Rental Agreement is available at: [www.rendin.pl/documents](http://www.rendin.pl/documents). The Agreement shall be terminated after a full calendar month, from the date of service of the notice of termination to the Tenant, on its last day. Upon proper termination of the Rental Agreement, the Landlord shall have the right to apply to Rendin for payment of the surety amount to cover the Tenant's debts. The Landlord shall provide Rendin with the final amount of the claim and all related evidence. Rendin shall check the Landlord's application and, if necessary, request additional information or documents within 7 days. The payment should be made no later than 7 days after the date on which the claims are considered legitimate.

If the Rental Agreement is terminated early or the Dwelling are abandoned:

1) The Rental Agreement may be terminated at any time by mutual agreement of the Parties. Should the Tenant wish to terminate the Rental Agreement before the expiry of the term for which it has been concluded, the Parties will endeavour to reach a compromise. In particular, reaching a compromise means seeking a new tenant and terminating the existing Rental Agreement just before the new tenant is accommodated. It is always the joint aim of the Landlord, Tenant and Rendin to prevent any damage resulting from the interruption of the rental of the Dwelling. If necessary, all Parties will endeavour to find a new tenant as soon as possible, which does not relieve the current Tenant of their contractual obligations.

2) However, if the Dwelling have been intentionally vacated (i.e. abandoned) prior to the expiry of the term for which the Rental Agreement has been entered into, the Landlord is obliged to commence a search for a new tenant immediately if the Landlord does not wish to limit the payment of the surety amount. The Landlord's failure to actively search for a new tenant and their failure to exercise Duty of Care in this respect may result in a refusal to pay the surety amount in full, i.e. a refusal to pay for the rental period during which the Dwelling could have already been rented with a new tenant if the Landlord had exercised Duty of Care.

b) Destruction or Neglect of the Dwelling by the Tenant – Landlord's Obligations

Rendin's guarantee protection and the payment of the guarantee amount refer to the situations indicated in the Rendin Services Terms and Conditions (inter alia, point 4.2. and point 7 of the Terms and Conditions). Rendin shall indemnify the Landlord against any damage caused to their property during the term of the Rental Agreement by the Tenant or persons for whom the Tenant is responsible, up to the maximum amount of the surety. The Landlord's entitlement is conditional on the Landlord exercising Duty of Care, as defined in point 1 of the Rendin Services Terms and Conditions. If damage to the property is noted, the Landlord is obliged to do everything possible to minimise the potential risk of the damage increasing and to inform Rendin of the damage immediately, but no later than within 7 days of becoming aware of it. The Landlord must duly prove the damage. Proof of damage to the property must result first and foremost from the Dwelling Handover Act, which should be accepted by the Tenant and the Landlord. In the absence of the Dwelling Handover Act with photographic documentation, it may be difficult or impossible to prove the occurrence and amount of damage. In the case of unproven damage, the surety is excluded. Guidelines on how to prove the occurrence of damage are described in points 4.2.5 and 4.2.6 of the Rendin Services Terms and Conditions.

If the Landlord notices the occurrence of damage in the Dwelling, he should:

1. inform Rendin immediately, but no later than within 7 days of becoming aware of its occurrence;
2. assess and estimate the damage caused by the Tenant;
3. confirm with Rendin the necessary steps;

Note - unless the damage was found on the date of termination of the Rental Agreement and return of the Dwelling to the Landlord, destruction or neglect of the Dwelling by the Tenant may be grounds for termination of the Rental Agreement. Appropriate consultation with Rendin will help to determine this.

4. submit the claim to the Tenant in the form of a reminder to stop destroying or neglecting property and setting the Tenant an additional 14-day period to cease activities contrary to the Rental Agreement and removing the effects of violations or a final pre-termination reminder to stop destroying or neglecting property together with setting the Tenant an additional period 14 days to cease activities contrary to the Rental Agreement and to remove the effects of violations, along with a warning about the possible termination of the Rental Agreement. Together with Rendin, you will prepare an appropriate template of the reminder by reporting to Rendin using the form at [www.rendin.pl/documents](http://www.rendin.pl/documents).
5. provide Rendin with evidence of the damage and the amount of the claim. In the event of damage found after the termination of the Rental Agreement, if the Tenant has not fulfilled its obligations within the period of 14 days indicated in the reminder, the Landlord has the right

	<p>to submit to Rendin a request for compensation from the surety amount to cover the incurred damages after the ineffective expiry of the period indicated in the reminder. Filing a claim in the event of damage qualifying the Rental Agreement for termination may be made only after effective termination of the Rental Agreement.</p> <p>Rendin will check the Landlord's application and, if necessary, ask for additional information or documents within 7 days. The payment should be made not later than after 7 days from the date of recognizing the claims as justified.</p>
<p>c) Legal Assistance</p>	<p>Legal assistance for the Landlord and the Tenant in matters arising from the implementation of the Rental Agreement is an element of the service under the Surety Bond. The Legal Department provides the following legal services:</p> <ul style="list-style-type: none"> <li>• Clarification and interpretation of Rendin's legal documents, including Rental Agreement, Surety Bond, Rendin Services Terms and Conditions etc.</li> <li>• In the event of Issues Arising from the Rental Agreement, providing advice and indicating possible solution scenarios, including conflict mitigation, instruction on the rights and obligations of each party</li> <li>• Drafting templates of reminders and other documents regarding matters for which no templates have been created and shared online on the Rendin platform</li> <li>• Determining whether, on the basis of the evidence, documents and information provided by the party, the Rental Agreement should be terminated before its expiry due to its breach by the other party</li> <li>• Preparation of the termination statement template or indication of the relevant one form Rendin platform</li> <li>• Preparation of a detailed guidance on how to file a motion for an enforcement clause for the tenant's notarized declaration of submission to enforcement to the court, together with the preparation of the content of the motion itself; preparation of a motion to the bailiff regarding the eviction of the tenant with a detailed guidance on how to file the motion, as well as coordination of the eviction process and contacting the bailiff including exchanging correspondence - at the landlord's request - after granting the power of attorney (and providing stamp duty payment). This service will be excluded in the event of non-conclusion of the institutional rental agreement according to the provision 6.2 of the Rental Agreement, and exchanged with the service regarding legal assistance during eviction process appropriate to the regular rental agreement.</li> </ul> <p>If you need legal assistance, please report your problem to the Client Service Department at <a href="mailto:info@rendin.pl">info@rendin.pl</a>.</p>

## 7. TERM AND TERMINATION OF THE SURETY BOND

Surety bond period	The term of the Surety Bond and the related surety protection shall apply for the duration of the Rental Agreement, from its commencement date until its termination date on the expiry or termination of the Rental Agreement. The surety protection shall apply to events occurring during the term of the Rental Agreement.
Termination	The Surety Bond may be terminated by the Tenant in accordance with the terms of point 16.2 of the Rendin Services Terms and Conditions available at <a href="http://www.rendin.pl/legal">www.rendin.pl/legal</a> . If the Tenant wishes to terminate the Surety Bond during the term of the Rental Agreement, the Tenant must pay a security deposit of three months' rent to the Landlord's bank account, payment reference: "Security deposit for the Rental Agreement", immediately after giving notice to the Landlord and Rendin. On the date on which the amount of the deposit is transferred, the Surety Bond shall terminate.

## 8. FINAL PROVISIONS / RIGHT OF RECOURSE

- 1) Rendin has the right to claim reimbursement from the debtor (Tenant) of the surety amount paid to the creditor (Landlord), in the event that the surety protection under the Surety Bond is exercised.
- 2) The debtor (Tenant) acknowledges that the obligation to comply with the provisions of the Rental Agreement and Surety Bond, also applies to adult persons residing in the Dwelling together with the debtor (Tenant). Should there be a delay in payment of any charges under the Rental Agreement, the cost of the debt collection procedure shall be charged in accordance with the Rendin price list available at: [www.rendin.pl/legal](http://www.rendin.pl/legal) and shall increase the debt.
- 3) The Surety shall immediately notify the Tenant of the payment of the surety amount to the Landlord. The Tenant shall immediately reimburse Rendin the surety amount and notify the Surety accordingly on the execution date.
- 4) The Tenant and the Landlord confirm to Rendin that the particulars contained in the Surety Bond are correct, that they have read these terms and conditions, understand them, agree with them and that they are in accordance with the wishes of the Landlord and the Tenant.