

## Appendix 4: A surety bond. the surety's declaration.

This Surety Bond (also referred to as the Agreement) is a part of Rendin Service. Rendin Service consists of maintaining of a lease platform where the parties can meet each other, pass a background check and enter into a lease, Rendin service also includes CS advisors and legal assistance ensuring tenancy transparency and fairness, Rendin provides termination process management and other assistance throughout the contract period, as a part of the Service Rendin also provides a surety to the Tenant to supplement or replace the deposit to start a tenancy at a lower cost.

The Surety Bond is a three-party contract by the surety (Rendin) who guarantees compliance, payment, performance or obligations of the principal (Tenant) to the obligee (Landlord) arising out of the rental agreement no. PL220823-96168. The surety's declaration is made in writing and is contained in this Agreement (the Declaration). A qualified signature is equivalent to a written form. The Declaration contained in this Agreement (Surety Bond), together with this Agreement (Surety Bond) constitute the entirety of the surety bond regulations relating to the Rental Agreement. In matters not covered by these documents, the provisions of generally applicable law, including in particular the Civil Code, shall apply.

The surety (Rendin), the principal (the Tenant) and the obligee (the Landlord) are hereinafter referred to as the Parties and each of them separately as the Party.

If the principal fails to render the performance resulting from the Rental Agreement, the obligee has the right to file a claim against the bond to recover damages or losses incurred. If the claim is valid, the surety will pay reparation that cannot exceed the bond amount. The surety will then expect the principal to reimburse them for any claims paid and has the right to initiate a recourse action through the courts, if needed.

Rendin's surety liabilities apply only to the situations indicated in this document, they are limited to the amount of the surety indicated therein, and only to the situations that arose during the duration of the Rental Agreement, but in each case, no longer than within a period of 12 months after conclusion of the Rental Agreement.

This Surety bond sets out information about the bond amount, the terms for implementing, the party's obligations and other respective information.

### 1. THE SURETY'S DECLARATION

RENDIN POLSKA SP. Z O. O. (1\*) represented by Mr. Alain Aun, President of the Management Board of the company (the "Surety"), hereby grants a subsidiary surety for the Tenant's obligations under the Rental Agreement No. PL220823-96168 concluded via the Rendin Platform, which means that the obligations under the surety will be performed after the conditions described below in point 5 below are met, with the detailed rules of the Surety's liability is comprehensively defined in this Surety Bond, constituting an appendix to the Rental Agreement.

The surety covers the Tenant's future obligations that may arise under the Rental Agreement and in connection with its performance, together with statutory interest and other liabilities of the Tenant under the Rental Agreement, up to an amount not exceeding 4 (four) monthly rents, in accordance with the amount of the rent precisely defined in the Rental Agreement (regardless of the billing periods adopted in the Rental Agreement - weekly / monthly).

At the same time, the Surety declares that the obligation under the granted surety will be performed in accordance with the principles described in this document and in accordance with the applicable law.

The surety becomes effective on the day and subject to the conclusion of the Rental Agreement and concluding the Handover Protocol and is valid for the duration of the Rental Agreement, but not longer than 12 months from the date of the Rental Agreement.

(1\*) 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.

## 2. PARTIES

PARTIES	LANDLORD	TENANT	SURETY
Full name	undefined undefined		Rendin Polska Sp. z o.o. (2*)
PESEL No. /REGON			388311920
Correspondence address	Twarda - 2, Warszawa, PL, PL	Twarda - 2, Warszawa, PL, PL	ul.Twarda 18, 00-105 Warszawa
Telephone number			+48 602 114 702
E-mail address	-	-	info@rendin.pl

## 3. SURETY BOND AMOUNT

The bond amount for Tenant liabilities in total is equal to maximum 4 months' rental payments accordingly with the exact amounts specified in the Rental Agreement.

## 4. SERVICE COST

Service monthly fee amount	2.5% of the monthly rent 25 PLN
Service fee payer	Tenant
Service fee payment day	15

## 5. CONCERNING RULES AND POLICIES

The Surety's liability is subsidiary and comes into effect after the following:

1. The Rental Agreement has been concluded by the Parties via the Rendin Platform
2. The Handover Protocol has been concluded via the Rendin platform
3. The Surety Bond (the Agreement) has been concluded between Rendin, the Tenant and the Landlord.
4. The surety's Declaration has been made in writing by Rendin. A qualified signature is equivalent to a written form.

Thereby, the Parties agree to exclude the application of Art. 881 of KC.

SCOPE OF LIABILITIES	CONDITIONS FOR IMPLEMENTATION
Payment defaults	<p>Payment default bond for the Landlord in case of delay in payments with rent or incidental expenses</p> <p>In case of late payment:</p> <p>1. In case of arrears of rent and incidental expenses, the Landlord is obliged to do everything possible to minimize the potential risk of an increase in payment default, including immediately (but not later than 14 days) informing Rendin that the Tenant has a payment default and despite Landlord reminders the Tenant has not fulfilled his obligations.</p>

(2\*) 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.

	<p>2. The Landlord is obliged to do everything in his power to terminate the Rental Agreement with the Tenant who does not pay the rent, incl. the landlord is obliged 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).</p> <p>Suggested samples of reminders, warnings and termination notices are available at: <a href="http://rendin.pl/documents">rendin.pl/documents</a></p> <p>In case of premature termination or apartment is abandoned:</p> <ol style="list-style-type: none"> <li>1. The rental agreement can be terminated at any time by agreement of the parties. If the Tenant wishes to return the Dwelling prematurely, the Parties will try to reach a compromise. Reaching a compromise means, in particular, looking for a new tenant and terminating the current rental agreement right before accommodating the new tenant. The common goal of the Landlord, the Tenant and Rendin is always to prevent potential losses from leaving the rental object empty, and if necessary, all parties will do their best to find a new tenant as soon as possible. This does not release the existing Tenant from his contractual obligations.</li> <li>2. However, if the Dwelling was arbitrarily vacated (i.e. abandoned) prematurely, the Landlord is obliged to immediately start looking for a new tenant to reduce the loss caused by leaving the object empty. If the Landlord is unable to fulfill this obligation, Rendin has the right to arrange finding a new tenant for the given rental object. The Landlord must make every effort to enable Rendin to exercise its right, including making all necessary declarations necessary to effectively rent a Dwelling to the new tenant.</li> </ol> <p>If the Tenant is in arrears with the payment of rent, utility costs or a significant part thereof for more than 14 days from the payment date Landlord should:</p> <ol style="list-style-type: none"> <li>1. Inform Rendin</li> <li>2. Submit invoices and debt calculation</li> <li>3. Confirm with Rendin the necessary operations</li> <li>4. Submit the claim to the Tenant</li> </ol> <p>If the Tenant has not fulfilled his obligations during 30 days from the Landlord's written claim, the Landlord has the right to file a surety notice to Rendin to recover losses incurred. The Landlord shall submit the final loss and all evidence to Rendin.</p> <p>Rendin should inspect the file and ask for the additional information if needed within 7 days. The payment shall be made no later than after 7 days from the day the claim has been declared valid.</p> <p>In case of the dispute between Landlord and Tenant, Rendin will act as adjudicator. Rendin has a right to gather the facts and estimate the cost of the damage.</p>
<p>Landlord's property (Tenant's liability)</p>	<p>Bond for the Landlord's property in case if the Tenant has caused damage to the rented residential Dwelling (excluding natural wear and tear) and to the extent of the Tenant's liability:</p> <p>Proof of property damage is based on a Handover protocol which should be approved by the Tenant and the Landlord. Due to the absence of a Handover protocol it may be difficult or impossible to prove the amount of damage. Unproven damage is not subject to surety liability.</p> <p>If during the Rental Agreement and/or if the Tenant moves out, an additional justified need arises regarding the cleaning or other needed improvements of the rental object the Landlord should:</p> <ol style="list-style-type: none"> <li>1. Inform Rendin</li> <li>2. Assess the damage caused by the Tenant</li> <li>3. Prepare a price offer to eliminate the damage</li> <li>4. Confirm with Rendin the necessary operations</li> </ol>

	<p>5. Submit the claim to the Tenant</p> <p>If the Tenant has not fulfilled his obligations during 30 days from the Landlord's written claim, the Landlord has the right to file a surety notice to Rendin to recover losses incurred.</p>
Free legal advice	<p>Legal advice for Landlords and Tenants in matters arising from rental relations or the ownership and use of rental space is free of charge:</p> <p>Rendin legal advice e-mail: <a href="mailto:info@rendin.pl">info@rendin.pl</a></p>

Agreement preview

## 6. ACKNOWLEDGEMENTS

Surety bond period	The surety period starts from the start date of the term of the residential Rental Agreement and ends at the same time with the expiry of the Rental Agreement. In each case the surety period is no longer than 12 months.
Terms and Conditions	Accompanying general and product terms are available on <a href="https://rendin.pl/legal">rendin.pl/legal</a>

The Surety Bond is designed to ensure that principals act in accordance with certain laws. If the principal breaks those terms, the harmed obligee can make a claim on the surety bond to recover losses incurred. Rendin has the right to reimbursement from the principal in the case of a paid loss or claim.

In order for the surety bond to be in effect, the Principal agrees to fulfil the terms and conditions of the Rental Agreement and the Surety Bond, ensuring that the other persons living in the Dwelling together with the Principal also fulfil the same.

In case of delay in payment of invoices, the cost of the debt recovery procedure will be applied in accordance with Rendin price list, which is available at: [rendin.pl/debtcollection](https://rendin.pl/debtcollection)

The Surety Bond is concluded at the same time as the Rental Agreement and replaces the Security Deposit in the rental relationship between the Tenant and the Landlord. If the Tenant chooses to terminate the Surety Bond when the Rental Agreement is valid, after notifying the Landlord and Rendin, the Tenant should transfer a Security Deposit equal to 4 months' to the Landlord's bank account with the reference "Rental Agreement security deposit". On the day the security deposit reaches the Landlord's bank account, the Surety shall be deemed terminated.

The surety shall immediately notify the Tenant of the payment of the debt for which he has guaranteed.

The Tenant should immediately notify the surety about the performance of the obligation, if such situation occurs.

The Tenant and the Landlord confirm to Rendin that the data indicated in the Surety Bond is correct, they have read the terms and conditions, understood them, agreed with them and they correspond to the will of the Landlord and the Tenant.