

ANNEX 2 – TERMS AND CONDITIONS FOR PRIVATE AND COWORKING OFFICES

THESE TERMS AND CONDITIONS FOR THE SALE OF SERVICES APPLY EXCLUSIVELY TO ALL THE SERVICES DESCRIBED HEREIN THAT WOJO PERFORMS FOR ITS CLIENTS. THEIR PURPOSE IS TO DEFINE THE CONDITIONS UNDER WHICH WOJO (" **THE SERVICE PROVIDER**") PROVIDES PROFESSIONAL CLIENTS (" **THE CLIENTS**" OR THE " **CLIENT**" OR " **THE BENEFICIARY**" OR " **THE BENEFICIARIES**") WHO SO REQUEST THE SERVICES DESCRIBED BELOW.

THE SERVICE PROVIDER RESERVES THE RIGHT TO DEROGATE FROM CERTAIN CLAUSES OF THESE TERMS AND CONDITIONS, BASED ON NEGOTIATIONS CONDUCTED WITH THE CLIENT, THROUGH THE ESTABLISHMENT OF SPECIAL TERMS AND CONDITIONS (THE " **SPECIFIC CONDITIONS**"). IN CASE OF CONTRADICTION BETWEEN THE SPECIFIC CONDITIONS AND THE TERMS AND CONDITIONS, THE SPECIFIC CONDITIONS SHALL PREVAIL OVER THE LATTER, ONLY FOR THOSE POINTS WHICH DEVIATE FROM THE TERMS AND CONDITIONS. THE TERMS AND CONDITIONS SHALL APPLY TO THOSE POINTS NOT COVERED BY THE SPECIFIC CONDITIONS.

ANY ORDER FOR SERVICES THROUGH SIGNATURE OF THE SPECIFIC CONDITIONS OF SALE IMPLIES, ON THE PART OF THE CLIENT, ACCEPTANCE OF THE PRESENT TERMS AND CONDITIONS WHICH FORM AN INDIVISIBLE WHOLE WITH THE SPECIFIC CONDITIONS, THE RULES AND REGULATIONS OF THE CENTRE AND, WHERE APPLICABLE, OF THE BUILDING, THE PRICE GUIDE FOR THE SERVICES AND THE DATA PROTECTION APPENDIX (HEREINAFTER THE " **CONTRACT** "). THE CONTRACT WILL BE FORMED IN ITS ENTIRETY FROM THE DATE THE CLIENT SIGNS THE SPECIFIC CONDITIONS OF SALE.

THE CONTRACT IS A SERVICE CONTRACT FOR PROVISION OF WORKSPACES. IT DOES NOT CONSTITUTE A RENTAL INTEREST OR A LEASE OF ANY KIND, NOR DOES IT CONFER ON THE CLIENT ANY COMMERCIAL OR OTHER PROPERTY RIGHTS OVER THE SPACE OR SPACES.

THE RULES AND REGULATIONS OF THE CENTRE FORM AN INTEGRAL PART OF THE CONTRACT. THESE MAY BE SUPPLEMENTED, WHERE APPLICABLE, BY THE RULES AND REGULATIONS OF THE BUILDING (FOR BUILDINGS WHERE WOJO IS NOT THE ONLY TENANT AND IN PARTICULAR FOR HIGH-RISE BLOCKS). SUCH RULES AND REGULATIONS ARE AVAILABLE AT THE CENTRE'S RECEPTION DESK OR WILL BE ON DISPLAY SOMEWHERE VISIBLE.

Art. 1: Object

Art.1.1 Nature of the service being sold

As part of its company-hosting activity, Wojo provides its Clients, in return for a fee, with private offices and coworking office space along with a range of professional and business services, in addition to meeting rooms in which collective workshops, meetings, videoconferences and training sessions can be organised (hereinafter the " **Services** ").

Art.1.2 Status of the Space provided by Wojo..

The space or spaces chosen by the Beneficiary in the Specific Conditions of sale (hereinafter " **the Space**" or the " **Spaces**") and made available to the Beneficiary, remain(s) under the exclusive control of the Service Provider who is the sole tenant of the centre within which the Spaces are provided (hereinafter the " **Centre**") under a commercial lease authorising the Service Provider to provide its Clients with Spaces.

The Beneficiary represents that they are fully aware of and acknowledge the fact that the Space provided by the Service Provider is indivisible from the Centre rented by the latter and that the Beneficiary cannot invoke any direct claim against the owner of the Centre rented by the Service Provider or against the Service Provider itself.

The Beneficiary also declares that he/she is aware, by signing the present document, that the Centre is classified or classifiable as a 5th category ERP (type W, L and R as the case may be); that consequently, the Centre is subject to the following cumulative capacity thresholds (external visitors):

- 199 external visitors in total (overall capacity threshold),
- Of which a maximum of 99 external visitors in the basements and on the floors.

In order to comply with the obligations resulting from the ERP classification of the Centre and the Spaces referred to above, the Service Provider has set up a register of entries and exits of users and external visitors and is also likely to carry out unannounced checks in order to count the number of people present at any time in the Centre.

The Beneficiary undertakes, for its part, to:

- respect the capacity rules and the capacity of the offices and meeting rooms (users of the spaces),
- to implement all "prevention and safety measures" to ensure compliance with these rules by:
 - setting up an internal register for the space, recording entries and exits
 - obtaining the Provider's authorisation whenever it receives a group of more than 10 external visitors on its floor, after having made the request to the manager of the Centre concerned, by e-mail with acknowledgement of receipt, at least twenty-four (24) hours beforehand,
 - the commitment to submit to the control measures taken or to be taken by the Service Provider to ensure compliance with the capacity rules.

Art 1.3 Intended use of the Centre and the Spaces

Unless otherwise agreed in writing by the Service Provider, the Beneficiary must occupy the Centre and the Spaces in peacefully. They are authorised to carry out only the professional activities mentioned in the Specific Conditions of Sale in the Centre (including the Spaces) and may use the Centre and Spaces only as an office and exclusively under the business name mentioned in the Specific Conditions, to the exclusion of all private activities, industrial or craft production operations or any use as a living space.

If their activity requires it, the Beneficiary should make it its business to obtain any notices or authorisations required to exercise their activity.

The Beneficiary has access to the Space for office use only to the exclusion of any other use, which the Beneficiary acknowledges and guarantees. No other use than office use will be allowed, it being specified that any violation of this stipulation will automatically result in the Contract being terminated under the conditions set out in Article 6(b) below.

In particular, it is specified that the use of a Space to provide "retail services" or "medical services" involving frequent visits from outsiders to the Centre and the provision of means of payment for such people to use within the Centre is strictly forbidden.

The Beneficiary must not engage in activities at the Centre that compete with those of the Service Provider, consisting in particular of the provision of furnished and equipped office space and all associated services such as, for example, catering and the provision of business domiciliation services.

The Beneficiary expressly acknowledges and agrees that the Contract cannot be equated to, nor may they confer upon it any of the rights that may result from:

- a lease agreement, including commercial, professional, long-term or temporary lease agreements;
- a sublease agreement;
- a right of ownership over the Space, including a commercial property right over any business.

Art 1.4 Scope of Services

The Service Provider undertakes to provide the Beneficiary with the Services listed in the Specific Conditions and under the conditions set out herein.

Only the Services listed in the Specific Conditions can be requested by the Beneficiary under the conditions set out herein and to the exclusion of all others. Any additional services (including in particular any special arrangements or installations requested by the Client) not included in the Specific Conditions but which the Client would like to access must be the subject of a new agreement between the Parties with specific conditions (particularly financial ones and those relating to the timings for provision of the Spaces). The same applies to any specific requirements related to the induction of the Beneficiary or to changes in their arrangements and to any request that would require a particular adaptation of the Services initially proposed by the Service Provider.

Art. 2: Description of services

Art 2.1 Description of the conditions of provision of the Spaces

The Spaces made available to the Beneficiary are described in the Specific Conditions. The Beneficiary will have the choice between (i) private offices just for them (with a right of access for a predetermined number of people) and/or (ii) shared coworking spaces (with a set number of workstations).

The shared coworking spaces have a limited number of places per Wojo Centre. Consequently, the Beneficiary and the Authorised Persons (as defined in article 4.1 hereof) undertake to reserve their place(s) in the spaces in advance, for all Wojo Centres combined, via their client area on the website www.wojo.com

Meeting rooms are also available to Clients under the terms set out in the Specific Conditions and the Terms and conditions of use for the meeting rooms.

The Beneficiary acknowledges that the service provided is the provision of workspace but that it cannot invoke any vested right to the provision of a particular workspace in a particular Centre. The obligation of the Service Provider to provide a particular Space in a particular Centre designated in the Specific Conditions of sale is a best-efforts obligation, not an obligation to achieve a particular result.

Therefore, the Beneficiary authorises the Service Provider to rearrange or relocate the Space chosen by the Beneficiary in the Specific Conditions (including during the Contract), without this entailing, subject to that which is said hereinafter, any right in favour of the Beneficiary.

In the event that the Service Provider can not or can no longer provide the Space or Spaces chosen by the Beneficiary in the Specific Conditions, the Service Provider undertakes to: (i) inform the Beneficiary by e-mail with acknowledgement of receipt as soon as possible after the date on which it becomes aware of the need for rearrangement or relocation and (ii) propose an alternative solution to the Beneficiary who may refuse that and automatically terminate the Contract only if (a) subject to the paragraph below, the date of provision or the period of availability (in the event of rearrangement or relocation during the Contract) of the Space is changed, or (b) the reallocated Space does not accommodate the same maximum number of people or have the same number of workstations, or (c) the reallocated Space is a shared coworking space while the Space initially chosen was a private office, or (d) the other Services provided for in the Specific Conditions cannot be performed in the reallocated Space (or Centre), or (e) the financial terms offered by the Service Provider are less favourable for the Beneficiary than those originally agreed, or (f) the reallocated Space is more than four (4) kilometres from the one originally allocated.

As an exception to the foregoing, the Beneficiary acknowledges that in the event of delay in the provision of the Spaces due to (i) a delay in the construction or renovation of the Spaces or the Centre or (ii) a Beneficiary occupying the Spaces prior to them being made available to another Beneficiary and who has not left or left the chosen Spaces late, the Service Provider may propose an alternative solution to the Beneficiary under the conditions provided for above but the Beneficiary will only be able to refuse the alternative solution on the basis of point (a) above, or terminate the Contract, if the date of provision is changed resulting in a delay greater than (y) 15 calendar days in the event of delay referred to in point (i) of this paragraph or (z) 5 working days in the event of delay referred to in point (ii) of this paragraph. In such case, the price of the Services will be reduced proportionally to the number of days of delay.

If, however, the Service Provider were totally unable to provide an alternative solution in accordance with the foregoing, the Beneficiary may terminate the Contract automatically and in accordance with the conditions set out in Article 6b. below, and they would only be required to pay the price of the Services honoured until the date of interruption.

Art 2.2 IT Networks

The Service Provider shall provide the Beneficiary with the level of services and guaranteed access to the Internet as described in the Internal Rules and Regulations.

The Service Provider shall guarantee a level of availability specified in the Internal Rules and Regulations and which will be established in relation to the Beneficiary's use of the Service Provider's IT network or the Internet access available at the Centre. Should any interruption occur in the network, the Beneficiary may request that the Service Provider get the network back up running within a reasonable period of time after having notified it in writing.

In a general manner, the Beneficiary must take the necessary measures to ensure the security of their network (or of their Internet entry points) and the security and backup of the information deposited there. The Beneficiary must adopt all security measures (including encryption) that they deem useful in their situation.

Art 2.3 Supply of logistical and office services

The Beneficiary authorises Wojo's staff (and its service providers) to have access at all times to the Spaces provided, including the private offices, to perform the Services agreed upon by the Service Provider (including in particular housekeeping, cleaning, maintenance, computer or electrical testing, or repairs or renovation work other than routine inspections). However, except in cases of emergency, the Service Provider will inform the Beneficiary in advance, via electronic means, if it needs to access the Spaces. The Service Provider shall comply with the security procedures outlined in the Internal Rules and Regulations in order in particular to protect the confidentiality of the Beneficiary's activities.

The Service Provider will make every effort not to disturb the Beneficiary when the latter accesses the Spaces.

The Beneficiary may not under any circumstances install cables, specific IT equipment (other than a laptop computer (or a desktop computer)), a personal printer, mobile computing devices or telecommunications connections, without the prior written consent of the Service Provider who reserves the right to refuse installation or to have it done by a subcontractor, at its own discretion. The same applies for any non-office equipment or electrical appliances.

Prior to installation, the Beneficiary must consult the Service Provider so that the latter may oversee the installation of any IT system or any specific electrical system that they may use in the Centre. Under its obligations, the Service Provider must check that these installations do not interfere with the use of the workspaces of the Centre's other clients, with its own installations or with those of the owner of the building. These checks or specific technical services shall be carried out under the commercial terms agreed by the Parties.

Art 2.4 Provisions of intellectual and business services

The Service Provider organises events, meetings and conferences at each of its Centres and the Beneficiary is free to take part in any of these. In this context, and through a network of partners or service providers, the Service Provider offers a range of intellectual and business services enabling its Clients to enter into business relationships.

According to their scope or object, these services will be provided to the Beneficiary either free of charge or in return for a fee set beforehand via an estimate. Intellectual and business services (auditing, advice and support, networking, etc.) may be the subject of a separate specific contractual agreement made either directly between the Service Provider and the Beneficiary or outwith the Contract, directly between the Beneficiary and any other service provider subject to prior notification being sent to the Service Provider if the service requested is to be carried out at one of the Centres. In the latter case, the Service Provider can at no time be held liable for the contractual agreement and contractual consequences that the Beneficiary may have with a partner of the Service Provider.

Art 2.5 Provision of cafeteria/concierge services and pay-per-use services

In each of its Centres, during the opening hours specified on site, the Service Provider offers a cafeteria and catering service, and, if applicable, a concierge service of which the prices, services, conditions and availability are displayed directly on Wojo's website.

Art. 2.6 Name, address and domiciliation

In the case of a Contract for the provision of private offices only, the Beneficiary may use the address of the Centre as a mailbox to receive business-only correspondence subject to having its own identification that excludes the possibility of any confusion with the person of the Service Provider. Any other use is forbidden without prior written consent from the Service Provider. In particular, the Contract does not grant the Beneficiary the right to use the address of the Centre as their registered office, as their principal place of business or as a secondary establishment. The Beneficiary may however seek to draw up a separate contract of domiciliation with the Service Provider.

Failure to comply with this clause will result in the automatic termination of the Contract under the conditions of Article 6(b) of the Terms and Conditions.

Art. 2.7 Power of attorney to receive post and parcels (for private office only)

The Beneficiary, who has opted for the "private office" service, grants the Service Provider and any other person designated by the Service Provider the power of attorney to receive, on behalf of the Beneficiary, any notification (simple letter and packages) excluding letters with acknowledgement of receipt or any documents served by a bailiff). If, and only when, such correspondence does not fit into the Beneficiary's mailbox, the Service Provider is required to notify the Beneficiary of the same by email within twenty-four (24) hours of the date it has received the correspondence. This power of attorney is granted for the duration of the Contract and will end at the same time as the Contract.

About letter with acknowledgement of receipt, the Service Provider may ensure its receipt provided that the Beneficiary has signed a postal power of attorney in favour of the Service Provider.

It is stipulated that the Beneficiary is not entitled to use the Centre's mailing address to receive personal correspondence, parcels or packages. Moreover, it is also forbidden to have sent to the Centre any parcel weighing more than 7 kilograms or whose width exceeds 1.2 meters or whose volume exceeds 1 meter. The Service Provider reserves the right to refuse any package that does not comply with the specifications given in this paragraph.

Excepted for letters with acknowledgement of receipt, the Service Provider accepts no responsibility in any capacity whatsoever in respect of the receipt or storage of all correspondence, mail and parcels of any kind that the Beneficiary may get delivered to the Centre. The Service Provider is in no way responsible for the receipt or custody of the Beneficiary's correspondence, letters or parcels and generally bears no obligation whatsoever, or liability, in this regard.

Art 2.8 Business continuity Services

In order to provide professional management of the transfer of the Beneficiary's calls, of their post and of their visitors, the Service Provider will charge a one-time fee for the Business Continuity Service. This contractual service will be provided for three (3) months from the date the Contract ends.

Art. 3: Obligations of the Parties

Art. 3.1 Service Provider's obligations

3.1.1 The Service Provider shall, for the duration of the Contract's performance as provided for in the Specific Conditions of sale, and under the terms set out in the Contract, comply with all its contractual obligations and in particular provide the Beneficiary with access to the Space and/or Services listed in the Specific Conditions of Sale.

3.1.2 The warrants that the Services will be performed in compliance with the applicable regulations in force.

3.1.3 The Service Provider declares that it holds the rights and permissions allowing it to enter into the Contract and to deliver the Services which are the subject of the Contract.

Art. 3.2 Beneficiary's obligations

The Beneficiary shall, for the duration of the Contract's performance as provided for in the Specific Conditions, and under the terms set out in the Contract, comply with all its contractual obligations and in particular:

- shall never use the Centre's address as their head office or establishment in accordance with Article 2 above, unless a separate domiciliation agreement has been entered into with Wojo;
- shall keep the Service Provider informed of any changes in their activity and/or in the identity and number of Authorised Persons (it being specified that the Service Provider may refuse to increase the number of Authorised Persons and/or to replace one or more Authorised Persons). The Beneficiary also undertakes to provide each year, unbidden or at the request of the Service Provider, an original K-bis [company registration certificate] with an issue date of less than three (3) months earlier, and any other document required for the proper performance of the Contract;
- shall declare, of their own accord, within fifteen (15) calendar days, any change in their legal structure, corporate name and purpose, as well as any change in the identity of their legal representatives;
- shall request prior permission from the Service Provider for any work relating to the fitting-out, renovation or decoration of the allocated Spaces, to which the Service Provider may agree on financial terms to be negotiated and which must be carried out by the service providers chosen by Wojo, it being specified that the cost of such development work and the cost to restore the Spaces in question to their original state will be borne by the Beneficiary; shall take out an insurance policy under the conditions of Article 8 below;
- shall pay the amounts due to Wojo under the terms set out in the Specific Conditions;
- shall use the Spaces and the Centre's common areas (and in particular the equipment, accessories, furniture and facilities provided) in a safe and sensible way, in a professional capacity only and in accordance with the Centre's Rules and Regulations, and health and safety instructions and guidelines;
- shall avoid creating excessive noise or unpleasant odours in the Centre and shall generally not have an aggressive or indecent attitude or one that is contrary to the Centre's ethics or to common decency. The Beneficiary shall respect and take into consideration the Service Provider's other clients who use the Centre;
- except for the places where it is permitted to do so, shall not smoke in the Centre;
- shall leave the allocated Spaces in good condition and on the day the Contract ends; and
- shall not use or circulate illegal products in the Centre.

When the Beneficiary leaves, the Space must be returned to the state in which it was at the time of the entry inventory. The Service Provider will restore the Space to the state in which it was found and the costs of this

(including the cleaning costs) will be borne by the Beneficiary on presentation of the invoices for the same. The expenses incurred by the Service Provider in this regard can be deducted from the security deposit refundable to the Beneficiary at the end of the Contract under the conditions set out in Article 10 below. Should the amount of damage and the repairs required be greater than the deposit amount, the Beneficiary shall reimburse the Service Provider for all additional costs within a maximum of twenty-five (25) days from the date they receive the corresponding invoices.

If, for any reason, the Beneficiary leaves property, belongings or equipment in the Centre after they have vacated it, the Service Provider must give formal notice to the Beneficiary to come and collect said property from the reception area of the Centre in question within a maximum of thirty (30) calendar days following receipt of a notification sent to the Beneficiary by e-mail and by registered letter with acknowledgement of receipt.

Should the Beneficiary not come to collect said property at the latest the day after the last day stipulated in the said notification, the property will be considered "*res derelictae*" under civil law and the failure of the Beneficiary to recover the property considered as voluntary abandonment of the same by its owner. Therefore, the Service Provider shall be entitled to freely dispose of the said property as it sees fit and in particular to throw or give away the property without the Beneficiary having any right of recourse against the Service Provider or any other third party which has collected the abandoned property.

If the Beneficiary continues to use the allocated Space(s) after the end of the Contract, the Beneficiary will be responsible for any loss, action or liability incurred by the Service Provider due to the fact that the Spaces have not been freed up by the Beneficiary by the end of the Contract. In addition and without prejudice to the right of the Service Provider to obtain the Beneficiary's eviction from the Spaces and the Centre and without prejudice to any additional damages, if the Beneficiary uses the Spaces beyond the end of the Contract as stipulated in the Specific Conditions (and for whatever reason), unless the Contract has been renewed in accordance with Article 5 below, the Beneficiary will be required to pay a lump sum occupancy compensation fee equal to 1.2 times the price for the Space in force at the end of the Contract, prorated to the number of days of unlawful occupation of the Spaces; it being specified that the compensation fee will be at least equal to one month of unlawful occupation, even if the period of unlawful occupation is less than one month.

Art.4: Access to Spaces

Art. 4.1 Membership card

Upon registration, the Beneficiary shall receive a membership card with a membership number for each person they designate before the start date of the Contract (hereafter the "**Authorised Persons**" or "**Beneficiary's Employees**"). Should an Authorised Person lose their membership card or have it stolen, the cost of the replacement card will be invoiced to the Beneficiary at the price stipulated in the Centre's Price Guide. Any new membership card needing to be produced and issued to a person other than an Authorised Person will be issued through the signing of a separate coworking agreement.

In order to gain entry to the Spaces, Authorized Persons have to present their membership card. This unique, personal card can only be used by the Authorised Person and cannot be assigned or transferred to another person. Should the Beneficiary wish to obtain additional cards, they will have to take out a coworking subscription to include as many people as additional cards requested, the financial terms for which will be specified in the price guide.

The membership card gives its holder access to the private offices and to the Centre's common areas and coworking or collaborative space. It is specified that the Beneficiary and/or an Authorised Person who also has access to a Private Office may only access the coworking space to work there on an occasional or irregular basis if there are workstations available; priority should be given to members who are entitled to access only the coworking area and the occasional presence of the Beneficiary and/or of an Authorised Person should not interfere with the work of a member who is entitled to access only the coworking area.

If the Beneficiary invites any person other than an Authorised Person to the Centre, they must advise the Centre's staff in advance so that the visitor will be expected and can identify themselves at the reception desk. Such people may only visit the Centre and/or Spaces when the Beneficiary is there.

In order to assist the Service Provider in complying with its capacity obligations, in accordance with Article 1.2 above, the Beneficiary undertakes to obtain authorisation from Wojo whenever it receives a group of more than ten (10) visitors at its level (on the floor or in the basement), after submitting a request to the Centre manager by email with acknowledgement of receipt at least twenty-four (24) hours in advance.

Authorised Persons shall not provide or lend any membership card to anyone or supply anyone with any other means of access to the Centre. Should the Beneficiary (including any Authorised Person) breach this obligation, the Service Provider may terminate the contract under the conditions of Article 6(b) below.

Art 4.2 Rules on access to and use of Spaces

4.2.1 Respect for the intended use of the Space

Access to the Spaces is reserved for office use to the exclusion of any other use. The Beneficiary undertakes to respect this obligation as indicated in Article 1.3 above.

4.2.2 Compliance with regulations

Access to the Spaces is regulated and is predicated on the strict respect by the Beneficiary to the Rules and Regulations of the Centre, and if applicable, of the building. The Beneficiary acknowledges that they have received a copy of these rules and regulations and have read them before signing the Contract.

The Space is an office space governed by the agreements and laws enacted by the French Labor Code and is subject to the health and safety rules common to most companies.

The Beneficiary undertakes in particular to observe, in all circumstances and at all times, the guidelines relating to good conduct, health and safety which will be given to them by the Centre's staff and which, if necessary, by way of a reminder, will be put on display or included in any instructions or commercial document given to the Beneficiary.

Art. 4.3 Sanctions

If the Beneficiary fails to comply with the rules and procedures referred to in Article 4.2 above, and without prejudice to any recourse the Service Provider may exercise in order to obtain compensation for damages, the Service Provider reserves the right to take all necessary measures to ensure the Beneficiary abides by the aforementioned rules and, in particular, (i) to exclude the Beneficiary from the Centre if they are in breach of these rules, (ii) and to terminate the contract as of right under the conditions set out in Article 6(b) below.

Art. 4.4 Inventory of fixtures

On or before the Start Date of a Private Office, the Service Provider and the Beneficiary together will conduct an inventory of fixtures in the Private Office being made available.

At the end of the Contract, the Service Provider and the Beneficiary together will draw up a new inventory of fixtures in the Private Office that has been provided. Any damage that has occurred during the period of provision will be borne by the Beneficiary.

In the event that the Beneficiary does not wish to sign one or other of the inventories or does not attend the appointment (for whatever reason), a bailiff will proceed with the establishment of the inventory of fixtures and the related costs will be borne by the Parties in equal parts.

Art. 5: Duration

The Contract is concluded for the period specified in the Specific Conditions. It can be concluded for a fixed term (a " **Fixed-term contract** ") or for a flexible period (a " **Flexible contract** ") in accordance with the Specific Conditions of Sale.

At the end of the initial term and if the Beneficiary is staying in the Space without the Service Provider opposing that by terminating the Contract, the Contract will be automatically renewed under the same conditions as those provided for in the Specific Conditions of Sale for successive periods equal to the initial term fixed in the Specific Conditions, unless it is terminated by the Service Provider or the Beneficiary under the conditions set out in the Specific Conditions of Sales.

Whether it is a Fixed-term contract or a Flexible contract, the Contract may only be terminated by sending a registered letter with acknowledgement of receipt and in compliance with the following notice periods based on the number of workstations referred to in the Specific Conditions of Sale:

1 – 6 workstations	1 month's prior notice
7 – 15 workstations	2 months' prior notice
+ 16 workstations	3 month's prior notice

If, in the Specific Conditions of Sale, the Contract is drawn up for a fixed or flexible initial term, the successive renewal periods will also be fixed term or flexible as the case may be.

Art. 6: Termination

a) In the case of a Flexible contract, the Contract may be terminated at any time by either Party, without compensation from either party, by registered letter with acknowledgement of receipt subject to compliance by the Beneficiary or the Service Provider with the following notice period based on the number of workstations referred to in the Specific Conditions of Sale:

The prior notice's duration is based on the total number of workstations fixed by the Specific Conditions of Sale one (1) month before the notification of the termination of the Contract or its initial end.

The termination will take effect on the last day of the month in which the registered letter with acknowledgement of receipt is received by the Service Provider plus the notice period specified in the Specific Conditions of Sale (e.g. for a notice period of 1 month, and a registered letter received on the 20th of month M, the termination will take effect on the 30th of month M+1). This date will constitute the effective date of termination of the Contract.

Except in the event of a Force Majeure, any early termination of a Flexible contract due to the fault of the Beneficiary shall give rise, without prejudice to the other rights of the Service Provider to compensation for damages and other legal and/or contractual sanctions, to the payment of the sums remaining due and which would have been due to be paid if the Beneficiary had terminated the contract in compliance with the period of notice stipulated in the Contract, increased by a penalty of 8% of the amounts still due under the term of notice.

In the case of a Fixed-term contract, this last (1) may be terminated at the end of its term under the same conditions of notice as for a Flexible contract as referred to above and (2) may not be terminated early, unless under the conditions set out in paragraph b) of this section; except in the event of a Force Majeure, an early termination of a Fixed-term contract due to the fault of the Beneficiary would result, without prejudice to the other entitlements of the Service Provider to compensation for damages and any other legal and/or contractual sanctions, in the Beneficiary having to pay all the fees contractually due up to the official expiry date of the Fixed-term contract, plus a penalty of 8% of the amounts still due.

b) Whatever the duration of the Contract (Fixed-term or Flexible), the Contract may be terminated automatically and without the need for a court order, after formal notice sent by registered letter with acknowledgement of receipt has produced no response after ten (10) days from receipt of the same:

- by the Beneficiary (i) under the conditions set out in Article 2.1 above or (ii) in the event of breach by the Service Provider of Articles 12.2 and 14 below; or
- by the Service Provider in the event of (i) default by the Beneficiary in its payments for the Services under the conditions set out in the Specific Conditions, or (ii) in the event of a breach by the Beneficiary of one or more of their obligations referred to in Articles 1.3, 2.6, 3.2, 4.1, 4.2, 12.1, 12.2 and 14; or
- by the Service Provider in the event of a serious breach of the rules set out in the Internal Rules and Regulations of the Centre or the building or of the use of the Space, the Centre or any Service in a manner likely to give rise to civil and/or criminal liability or to any infringement of the rights of third parties.

The Parties acknowledge the fact that the formal notice shall not take effect unless it expressly mentions this termination clause. This clause does not limit or exclude any other rights or remedies of the non-defaulting party, including the right to claim damages.

c) In the event that the Contract is terminated (for whatever reason), the Beneficiary authorizes Wojo's staff (and its service providers whose intervention may be necessary) to access, during the period of notice (specified in the Special Conditions) preceding the date of termination of the Contract thus terminated, the Spaces made available, in order to allow visits with a view to the future allocation of the Spaces by the Provider to a third party. To this end, the Provider may freely exercise this right to visit the Spaces, provided that (i) he informs the Beneficiary by email within a reasonable time and at least 48 hours in advance, (ii) he indicates in the email the day and time slot for the visit, and (iii) it is specified that these visits may not be organized on a public holiday, a Sunday, or for more than two (2) consecutive hours on working days. The Service Provider shall use its best efforts not to disturb the Beneficiary when accessing the Spaces and to respect and protect the confidentiality of the Beneficiary's activities.

d) Furthermore, either of the Parties may request that the Contract be terminated without compensation on either side, without notice and as of right, without the need to perform any legal formality, by registered letter with acknowledgement of receipt sent to the other Party if a force majeure (within the meaning of Article 1218 of the Civil Code) continues for more than thirty (30) consecutive days.

e) If the Service Provider terminates the Contract for any of the reasons mentioned in paragraph b) above or in the event of termination for any other fault of the Beneficiary, the termination will not terminate the obligations of the Beneficiary incurred prior to the termination of the Contract and in particular the obligations related to the payment of monies due (including payment for additional services consumed by the Beneficiary).

f) In the case of a Fixed-term Contract signed following the intervention of a business introducer/ business provider or realtor (hereinafter the "Broker"), any early termination of the Contract (i) by the Service Provider in the event of fault on the part of the Beneficiary, or (ii) by the Beneficiary, with the exception of the cases referred to in Article 6 b) above, exposes the Beneficiary to the reimbursement of the commission paid to the Broker by the Service Provider in respect of the remaining period of the Fixed-term Contract, i.e. pro rata temporis (this period being limited to a maximum of twelve (12) months).

g) Whenever a Contract ends (when it expires or in the event of termination for whatever reason), the Beneficiary must:

- return their membership card(s) (including the membership cards distributed to all Authorised Persons), without the Service Provider having to make any request to this effect.
- clear the Spaces and the Centre of everything belonging to them by the last day of the Contract at the latest. Otherwise, the stipulations of Article 3.2 above will apply.

Once the Contract has ended for whatever reason, the Beneficiary shall advise whomever it may concern that it is no longer occupying any office in the Centre. If applicable, the Service Provider will inform the relevant administrative departments or authorities of the same in the context of its legal and/or professional obligations.

Art. 7: Service Price

Art. 7.1 Terms of payment, pricing of Services, late payment interest and suspension in the event of unpaid invoices

The payment options are (i) bank transfer, (ii) direct debit, (iii) payment by credit card (for coworking office contracts only) via Wojo's website.

No discounts are given for early payments.

All payments must be made to WOJO in euros in France.

The method of payment applicable to the Beneficiary will be the one determined in the Specific Conditions of Sale. The method of payment specified in the Specific Conditions will apply to all payments to be made under the Contract (for any reason whatsoever). However, if the payment solution chosen by the Beneficiary is, for a reason attributable to the Beneficiary or their bank, not implemented or temporarily interrupted for the payment of all or part of an invoice, it would be the Beneficiary's responsibility to proceed with the immediate payment of all or part of this invoice by any other means of payment available.

All prices are in euros, are exclusive of taxes and are subject to the applicable rate of VAT. The prices for all the Services (excluding private offices) offered by Wojo are set out in the Price Guide given to the Beneficiary at the signing of the Contract and form an integral part of the Contract.

The prices applicable to the Beneficiary will be determined in the Specific Conditions of the Contract.

However, it is specified that, if the Contract is renewed after the initial period, the new Price Guide will be applied to the Beneficiary, only if it has been communicated to him by e-mail with acknowledgement of receipt no later than ten (10) working days before the termination's deadline of the Fixed-term Contract or the anniversary date of the Flexible Contract, without the Beneficiary cancelling or terminating the Contract. The new Price Guide will also be available through posters in the Centre.

Without affecting the termination procedure which may, if applicable, be set in motion by the Service Provider under the conditions of Article 6 above, invoices which have not been paid by the due date will automatically bear interest (based on the total amount incl. taxes of the invoice in question) at a rate of three (3) times the statutory interest rate, starting from the day after the due date of the invoice, with no formality or prior formal notice being required; this will continue until the amounts owed are paid in full and will give rise, pursuant to Act No. 2012-387 of 22 March 2012 and Decree No. 2012-1115 of 2 October 2012, to a non-final, flat-rate additional penalty of forty (40) euros (to be paid by the Beneficiary to the Service Provider on the first day of delay), for recovery costs. If the recovery costs incurred exceed this amount, the Service Provider may request additional compensation upon production of supporting documentation. This compensation does not preclude payment of damages for damage suffered by the Service Provider.

If the Beneficiary fails to pay the due to the Service Provider, the latter reserves the right to suspend access to the Spaces and the Centre and the benefit of the Services provided for in the Contract (in particular by disabling the access of the membership card of the Beneficiary and of all Authorised Persons). The Beneficiary will be notified of such a suspension by e-mail and the period of suspension will take effect immediately upon receipt of the notification. Throughout the duration of suspension of access to the Spaces because of non-payment of the amounts due by the Beneficiary to the Service Provider, the Contract shall continue to have effect, and the Beneficiary shall be liable for the payment of the fee as if they had access to the Spaces.

This suspension period will end as soon as the Service Provider receives payment of all the sums owed by the Beneficiary (including any penalties and/or damages owed by the Beneficiary to the Service Provider), if the Service Provider has not in the meantime terminated the Contract under the conditions of Article 6 above.

Art 7.2 Taxes and charges

The Beneficiary undertakes (i) to pay within the relevant time constraints all VAT, any taxes on use, access rights, or consumption, and any other taxes, contributions and charges they are required to pay to the relevant bodies for using

the Spaces and Services (and to provide the Service Provider, at its request, with proof that such payments have been made) and (ii) to reimburse the Service Provider for any taxes paid by the latter to any government authority relating to the Beneficiary's use of the premises, notably any tax paid on the Beneficiary's behalf that is actually payable by the Beneficiary, any taxes on the Beneficiary's personal property, stamp duties or other applicable taxes and fees.

Art 7.3 Invoicing and Payment

Payment for Services shall be made in arrears by the payment due date specified in the Specific Conditions and according to the terms and conditions defined therein.

Unless otherwise agreed in writing, the Services will be provided by the Service Provider for the prices specified in the Price Guide and in the Specific Conditions and will be applicable for the duration of the Contract and under the conditions stipulated in the Contract.

All advance payments attached to a usage plan will be considered definitively due and will not be refunded even if the Services have not been consumed. On the 1st of each month, the Service Provider will send an invoice for:

- the amount to be paid for the Recurring Services of the past month; and
- the amount to be paid for the Pay-per-use Services consumed in the prior month.

All invoices must be paid no later than 25 calendar days after the date they are issued.

The Service Provider seeks to reduce the impact of its activities on the environment and encourages its clients to do likewise. Therefore the Service Provider will send all its invoices via electronic communication methods (in compliance with the regulations).

All amounts payable by the Beneficiary under the Contract may, if they have not been paid in full by the Beneficiary by the day they leave the Centre or afterwards, be demanded or collected by any other Wojo network Centre with which the Beneficiary may wish to sign a contract.

Art 7.4 Automatic annual revision

The Price of Recurring Services set out in the Specific Terms and Conditions will be revised every year on the anniversary date of the Contract and automatically increased by 4% calculated on the pre-tax price of each of the Recurring Services covered by the Contract.

Art 7.5 Discounts, promotions and offers

In the event of breach of contract or repeated delay in the payment of amounts due, the Service Provider reserves the right to suspend any discounts, promotions or offers that may have been initially granted to the Beneficiary, without having to give any notice.

Art. 8: Insurance

8.1 Beneficiary insurance

The Beneficiary has to obtain insurance for the property it brings to the Centre and to cover its own liability with regard to its employees and third parties.

It is stated specifically that the Beneficiary is responsible for any equipment they may store at the Centre and that the Service Provider cannot be held liable for any thefts that may occur at the Space or the Centre.

The Beneficiary shall, for the duration of the Contract, provide proof of any insurance required by law in respect of their professional activity and the Spaces they will occupy at the Centre (comprehensive office insurance) via:

- a) A Civil Liability Policy to cover damage to third parties due to the Beneficiary occupying the Space and the Centre and to their activities.
- b) A Policy insuring the Beneficiary's own property and to include any personal facilities, equipment, furniture, additional equipment or goods, against the risk of fire, explosions, theft, water damage, claims from neighbours and third parties, (this list being indicative and not exhaustive), and also guaranteeing the Beneficiary's additional operating costs.

8.2 Service Provider Insurance

The Service Provider must hold insurance policies covering its civil and professional liability, with a company known to be solvent, and must provide the Beneficiary, at its request, with the insurance certificates proving that the said risks are covered and for which amounts. The Service Provider undertakes to keep these insurance policies up to date as long as it has an obligation to do so under the Contract.

Having insurance as described above does not relieve the Service Provider of its responsibilities, particularly with regard to damage it may cause that is not covered by its insurance or damage the amount for which exceeds the capital against which it is guaranteed.

8.3 Waiver of recourse

The owner of the building, with whom the Service Provider is contractually committed under a commercial lease, insures the building and all the immovable amenities and facilities with which the Centre building is endowed.

Under their agreement with the Service Provider, the landlord and their insurers have waived any recourse against the Service Provider, all the Beneficiaries and their insurers for any damage or loss sustained in the building. In this context, the Service Provider and its insurers have waived any recourse against the owner, all the Beneficiaries and their insurers.

Consequently, the Beneficiary shall waive any recourse against the Service Provider, the owner, all other Beneficiaries and their insurers. The Beneficiary undertakes to obtain the same waiver of recourse from their insurers.

Art. 9: Liability of the Parties (excepting what is written in article 8.3 above)

9.1 Disclaimer

The Service Provider shall not be held liable towards the Beneficiary or any third party for any fault or misconduct of any of the users or members (including a Beneficiary) that could cause harm to a Beneficiary or a third party.

The Service Provider disclaims all liability resulting from a failure to provide a Service as a result of a mechanical breakdown, a strike, or loss of the Service Provider's rights over the Space or the Centre, unless it is established that the Service Provider acted intentionally or negligently.

In general, the Parties disclaim any liability resulting from the occurrence of a force majeure or fortuitous event ("caso fortuito").

9.2 Definition of damage that may give rise to compensation

Only certain and direct damage directly related to the performance of the Contract can engage the liability of each of the Parties.

No compensation can be given for consequential, collateral or cascading damage, loss or alteration of luck, lost profits, loss or alteration of clients, profits or revenues.

9.3 Financial limitation of liability

The Service Provider shall under no circumstances be held liable for an amount greater than the total amount (excl. tax.) of the Contract for the duration set forth in Article 2.1 of the Specific Conditions of Sale and, in any event, for a period not exceeding twelve (12) months.

9.4 Miscellaneous

Furthermore, the Beneficiary shall be liable for any damage caused by it, by their employees or by any person in the Centre with the Beneficiary's permission or upon its invitation, whether express or implied (including in particular Authorised Persons), especially against all partners, Clients, agents or other persons present in the Centre because of a business relationship with the Partner.

Art. 10: Security deposit for private offices contract

A deposit, equal to two (2) instalments of the price excluding tax of the Recurring Services as specified in the Specific Conditions, is required and must be paid by the Beneficiary, on or before the Start Date. The amount of the security deposit due by the Beneficiary is stated in the Specific Conditions. If the deposit has not been paid before the date of entry into the premises, the Service Provider may refuse the Beneficiary and any Authorised Person access to the Spaces and the Centre.

Every time the price for the Services is changed, the deposit will be reduced or increased so as always to equal two (2) instalments of the price before tax of the Services.

The deposit will be retained by the Service Provider, without producing interest for the Beneficiary, as security for the

fulfilment of the obligations incumbent on the Beneficiary under the Contract. As such, the Service Provider may keep all or part of the deposit paid to replace any amount due by the Beneficiary under the Contract but which has not been paid by the last day of the Contract. It does not exempt the Beneficiary from making all the monthly payments until the end of the Contract.

The security deposit or the balance remaining after deduction of the costs to restore the Space(s) to its/their original state, the costs of the continuity service for the Beneficiary's business and of any other amounts due to the Service Provider by the Beneficiary under the Contract, will be returned to the Beneficiary within a maximum period of 90 days after the Beneficiary has paid any outstanding balances.

It is specified that the security deposit will automatically be acquired by the Service Provider to offset any monies due during the term of the Contract, to the relevant amount, as and to the day of the default of payment.

The Service Provider may require the Beneficiary to pay a higher advance if the costs of setting up the Contract exceed (due to the specifications submitted by the Beneficiary) the expected amount of the deposit or if special conditions derogating from the Terms and Conditions are exceptionally granted to the Beneficiary by the Service Provider.

The Service Provider may also request an advance during performance of the Contract as a precautionary measure if the Beneficiary frequently fails in their obligation to pay the amounts due.

In the event of collective insolvency proceedings being brought against the Beneficiary, the Service Provider may offset the amount of the security deposit against the sums due prior to the commencement of such proceedings.

In this case, the possible continuation of the Contract by the administrator or liquidator acting in accordance with the law must result in the mandatory reconstitution of the security deposit due under the terms of this article, within a maximum period of thirty (30) days following the request made by the Service Provider and independently of the payment for the services offered under this Contract.

Art. 11: Transfer of the contract

The Contract is entered into intuitu personae in consideration of the person of the Beneficiary. Consequently, except in the case of exceptional authorisation included in the Specific Conditions or resulting from an amendment to the Contract or prior written consent from the Service Provider, under no circumstances may the Beneficiary assign, give or transfer (including by way of transfer of all assets such as a merger) all or part of the Contract to anyone, in any way, for free or for a fee, and neither may they give access to the Space and/or the Centre to a third party.

By way of derogation from the foregoing, the Beneficiary may assign, give or transfer (including by way of transfer of all assets such as a merger), by any means whatsoever, free of charge or at a cost, all or part of the Contract to any company controlled by the Beneficiary within the meaning of Article L.233-3 I and II of the French Commercial Code.

In any event, whatever the case of transfer (authorised by principle or by exception), any transfer will in principle be forbidden in the event of unpaid debts attributable to the Beneficiary.

The Beneficiary hereby accepts in advance that the Service Provider may assign, give or transfer (including by way of transfer of all assets such as a merger), by any means whatsoever, for free or for a fee, all or part of the Contract to any third party of its choice, provided that such transfer does not result in a change to the terms and conditions of performance of the Contract provided for in the Specific Conditions and other than those provided for in accordance with the Contract). In accordance with Article 1216-1 of the French Civil Code, the Beneficiary agrees in advance that the Service Provider will, in such a case, be released from any obligation remaining the responsibility of the transferee on the date of transfer of the Contract and from any future obligation.

It is specified, as necessary, that a change of control of one or other of the Parties will not affect the Contract.

Pursuant to paragraph 3 of Article 1216 of the French Civil Code, in order to be valid, the change of party to the Contract from transferor to substitute must be established in writing. The substitution will take effect on the first of the following dates: (i) the date on which the deed of substitution signed by the transferor and the substitute is notified to the other party or parties to the Contract or (ii) the date on which the other party or parties acknowledge the substitution.

Art. 12: Privacy, Data Protection Act

Art. 12.1 – Confidentiality of the membership number and PIN

The membership number assigned to the Beneficiary and the membership cards given to the beneficiary's representatives or employees (" **Beneficiary's Employees**") are strictly personal and confidential and will be required to access the registration dossier and personal information of the Beneficiary and/or of said Employees, and to gain access to the Centre. It is therefore up to the Beneficiary and the Beneficiary's Employees to keep the membership number and, where applicable, the PIN (or related password), confidential, as well as any document containing this information, such as the membership card. The Beneficiary is solely responsible for this confidentiality and for the use of such data and membership cards.

The Beneficiary undertakes not to allow third parties to access the Spaces and/or their client area on the www.wojo.com website through their membership number, PIN or membership card. The Beneficiary is solely responsible for any login and transmission of data made on www.wojo.com by means of their usernames and passwords.

The membership number and PIN can only be used to allow access to the Services and the customer area on the website www.wojo.com, in order to ensure the security of such data.

In the event of loss or theft or if the Beneficiary and/or the Beneficiary's Employees notice any unauthorised use (suspected or proven) of their membership number, PIN or membership card, a (suspected or proven) breach or violation of security due in particular to the voluntary or non-voluntary disclosure, loss or misappropriation of their membership number, PIN or membership card, the Beneficiary and/or the Beneficiary's Employees should send, without delay, an email to the Manager of the Centre asking for the Service Provider to come to the Centre's reception area so that the latter can deactivate their membership card and/or take any appropriate measure to remedy the problem.

In any event, the Beneficiary and/or the Beneficiary's Employees will be solely responsible for the use of the card and the information pertaining thereto as well as for the consequences resulting therefrom.

The Beneficiary undertakes to pass on the obligations under this section to all individuals to whom the Beneficiary will provide the services under contract, in particular the Beneficiary's Employees and third-party guests using WOJO's telecommunications or IT networks. The Beneficiary shall make every effort to ensure that the Beneficiary's Employees and the third parties they invite who use WOJO's telecommunications/IT network fully comply with the obligations set out in this section.

The Service Provider is also bound to the same duty of confidentiality in respect of this data.

Art. 12.2 – Confidentiality of information

The terms of the Contract are confidential. The Service Provider and the Beneficiary shall not disclose them externally without the prior consent of the other Party, unless the law or an official authority requires them to do so. This obligation shall subsist after the end of the Contract.

The Parties undertake to treat as confidential all information they will acquire in the context of their relationship (data on the activity, commercial information, etc.), with the exception of information that is already in the public domain. Any breach of this Confidentiality clause gives either of the Parties the power to unilaterally terminate this Contract under the conditions set forth in Article 6, without prejudice to any right to compensation.

Furthermore, the Beneficiary undertakes to consider and treat as confidential any information they may learn by written or spoken means throughout the performance of the Contract concerning the activities of the Service Provider and the other people or legal entities who carry out an activity at the Space. In particular, the Beneficiary undertakes never to consult the documents stored in the Space by a third party unless explicitly invited to do so by the documents' owner.

The Beneficiary undertakes never to disclose any of this information. This obligation of confidentiality will apply throughout the term of the Contract and will continue to apply for a further two (2) years after the Contract has been terminated for whatever reason.

Art. 12.3 – Data Privacy

The Parties undertake to respect applicable laws and regulations relating to the processing of personal data (hereinafter "**Regulation**"), and, in particular, Regulation (EU) N° 2016/679 of the European Parliament and of the Council dated 27 April 2016 (hereinafter "**GDPR**"), and French Law n°78-17 as amended called "Informatique et Libertés" and its decrees, in accordance with the conditions set out in the Appendix - "**Protection of personal data**" of these General Terms and Conditions of sale for private and coworking offices.

The Beneficiary undertakes to transmit the Appendix - "**Protection of personal data**", mentioned above, to all of its employees working in the Spaces or benefiting from Wojo's Services, by way of information notice.

Art. 13: Changes to the Terms and Conditions and/or the prices for Services

Wojo reserves the right to modify or update its Terms and Conditions at any time without notice and without incurring liability for so doing.

The Terms and Conditions that apply to the Contract are those in force on the date on which the Specific Conditions take effect.

Therefore, Clients who have signed a Fixed-term Contract prior to the date the Terms and Conditions have been updated will remain subject to the terms and conditions of the Terms and Conditions as these existed at the date said Fixed-term Contract was signed. If the Fixed-term Contract is renewed, the latter will be subject to the new Terms and Conditions, provided that these have been communicated to the Beneficiary by e-mail with acknowledgement of receipt at least ten (10) working days before the termination's deadline of the Fixed-term Contract as set out in the Specific Conditions.

If changes are made to the Terms and Conditions during the duration of a Flexible Contract, the new Terms and Conditions will apply to the Flexible Contract from the day following the anniversary date of the Specific Conditions, subject to a notice period of ten (10) days working days.

Art. 14: Compliance with the law

For the purposes of performing the Contract, each Party undertakes to put in place appropriate procedures and policies to ensure to the other Party that it is in compliance with the applicable laws and regulations, including, but not limited to:

- (i) Human rights and fundamental freedoms, such as the prohibition of child labor, forced labor, and discrimination.
- (ii) Embargoes, arms and narcotics trafficking, and terrorism.
- (iii) Trade exchanges, import and export licenses, and customs.
- (iv) Health and safety of personnel and third parties.
- (v) Labor laws, immigration, and prohibition of clandestine work.
- (vi) Environmental protection.
- (vii) Economic offenses, including corruption, fraud, and counterfeiting.
- (viii) Combatting money laundering, tax fraud, and related offenses.
- (ix) Competition law.

Furthermore, the Beneficiary agrees to implement all necessary measures to ensure that its legal representatives, shareholders or partners, employees, subsidiaries, and any other representatives act in accordance with the WOJO Code of Ethics.

A. Anti-corruption

Each Party, including its legal representatives, shareholders or partners, employees, subsidiaries and any other representative acting on its behalf and for its account, represents and warrants that, for the duration of the Contract, it will refuse to give or promise a financial or other advantage to any person in the private sector, to a representative of the State, or to a person holding public authority or elected office, in connection with the performance of the Contract and its commercial activity or any other activity covered by the Contract, with the aim of:

- influencing their actions or decisions regarding its capacity;
- leading them to commit an act or omit to perform an act, in breach of its duties and obligations with regard to its capacity;
- leading them to use their influence with the public authorities in order to obtain a favour, permission or licence from them.

B. Anti-money laundering

The Beneficiary ensures that its legal representatives, shareholders or partners, employees, subsidiaries, and any other representatives acting on its behalf:

- (i) abide by ethical conduct and comply with anti-money laundering laws,
- (ii) Use funds only as stipulated in this article and obtained from legal sources.

Art. 15: Miscellaneous

These Terms and Conditions are expressly approved and accepted by the Client, who declares and acknowledges that they have full knowledge of them and therefore waives the right to invoke any contradictory document, and, in particular, their own terms and conditions of purchase, which would be unenforceable against the Service Provider, even if such Terms and Conditions had been brought to the attention of the Service Provider.

The Contract as a whole will supersede any prior representations, negotiations, undertakings, oral or written communications, acceptances and agreements between the Parties relating to the subject matter of the Contract.

If any contradiction should arise between any of the provisions of the articles set out in the Terms and Conditions and

the articles set out in the Specific Conditions, the provisions of the articles of the Specific Conditions shall prevail.

If one of the Parties has not insisted on the application of any clause in this Contract, whether on a permanent or a temporary basis, this cannot be considered as that Party waiving the rights which arise from the clause in question, nor does it dispense the defaulting Party from fulfilling in the future its obligations under the Contract in accordance with the same.

If all or part of a stipulation in the Contract is deemed to be unlawful, invalid or unenforceable, the stipulation will apply with the minimum changes necessary to make it legal, valid and binding, without the validity or enforceability of the other stipulations of the Contract being affected. The Parties shall use their best endeavours to reach agreement on a new stipulation that is legal, valid and enforceable, and similar in essence, to replace the unlawful, invalid or unenforceable stipulation.

Each Party shall pay its own costs (logistical, administrative, legal or of whatever nature) required for the setting-up, performance and any renewal of the Contract.

The Parties shall at all times act independently of one another and no provision of the Contract shall be construed as creating a hierarchical relationship between the Parties or creating any subsidiary or joint venture or de facto company between the Parties. Neither Party may avail itself of the provisions of the Contract to claim, in any manner whatsoever, that it is an agent, representative or employee of the other Party, nor may it commit the other Party in respect of third parties above and beyond the terms of the Contract. Neither Party may present itself as a co-contractor of the other Party other than under the Contract. Each of the Parties will operate on its own account, at its own risk, peril and profit and, therefore, shall assume alone, with no recourse against the other Party, all the fiscal, corporate, administrative, contractual and tortious obligations arising therefrom.

Each Party represents that it does fulfil and will regularly fulfil the various social security and tax obligations incumbent upon it.

The Beneficiary represents that they are fully aware of and acknowledge the fact that the Space provided by the Service Provider is indivisible from the premises rented by the latter and that the Beneficiary cannot invoke any direct claim against the Service Provider's lessor, including a right to the lease.

The Parties represent, each for its part, that they assume the risk of a change of circumstance occurring during the term of the Contract which is unforeseeable at the time the Contract is entered into, and will thus refrain from invoking the provisions of Article 1195 of the French Civil Code in such a case.

In addition, and subject to the provisions set out in Article 2.1 last paragraph of the Terms and Conditions, in the event of total non-performance of one of its contractual obligations by one of the Parties, the other Party shall not, by way of derogation from Articles 1217, 1222 and 1223 of the French Civil Code, seek a price reduction or decide to implement one or use its right of substitution.

As required, it is specified that, in accordance with the provisions of Articles 1126 et seq. of the Civil Code and except as otherwise provided for in the Contract, each of the Parties expressly agrees to the use of electronic mail for communicating all the information needed or requested for the conclusion of the Contract or that which is sent during performance of the same. The data recorded in each Party's IT system constitutes the evidence of all the transactions concluded with the other Party.

Except as otherwise provided for in the Contract or if the Beneficiary expressly requests it in the Specific Conditions or does not have access to an e-mail box, any notification, information or communication under the Contract will be sent, by priority, by e-mail with acknowledgement of receipt to the last known address appearing in the Specific Conditions and may be accompanied by (i) a registered letter with acknowledgement of receipt (or a document sent via an international courier company with a dispatch tracking facility such as UPS, FEDEX, DHL, etc.), or (ii) a letter delivered by hand against receipt at the addresses indicated for each of the Parties in the Specific Conditions.

Except as otherwise provided for in the Contract, the date on which a notification will be deemed to have been sent or received will be:

- the date on the acknowledgement of receipt if sent by e-mail;
- the date on the receipt signed by the Party receiving the notification if delivered by hand;
- the date of the notice of receipt of the registered letter with acknowledgement of receipt (or the equivalent identification process if using an internationally recognised courier company with a dispatch tracking facility) if the Party receiving the notification has accepted the delivery;
- the second working day after the first presentation of the registered letter with acknowledgement of receipt (or the equivalent identification process if using an internationally recognised courier company with a dispatch tracking facility) if the Party receiving the notification has not accepted the delivery.

It is specified that if the notification is sent by different methods with acknowledgement of receipt, the date of dispatch or receipt will be the most recent date appearing on one of the acknowledgements of receipt (whichever that may be).

Any period provided for in the Contract for which notification needs to be sent shall begin to run from the date of receipt of the notification as defined in this Article.

Art. 16: Applicable Law - Jurisdiction

The Contract shall be governed by and interpreted in accordance with French law.

Any dispute which may arise between the Parties regarding the provisions of this Contract must be brought before the courts in Paris.

Art. 17: Address for Service

For the execution hereof and the service of all documents, the Parties elect domicile at their respective addresses as stated in the Specific Conditions of Sale.

Art. 18: List of documents to be provided by each Party by the Contract Start Date

- KBIS [company registration certificate] dated in the last three months (or articles of association if in the process of being drawn up)
- Certificates of insurance (Professional liability and Property damage)
- VAT number
- Signing authority (if applicable)
- Proof of payment of the security deposit for the amount shown in the Specific Conditions
- Bank account details (RIB) for SEPA direct debit
- Proof of address of the self-employed person or the representative of a company in formation

For the Beneficiary

Name: [Nom/Prénom]

Title: [xxx]

Date:

Company stamp

For the Service Provider

Name: [Nom/Prénom]

Title: [xxx]

Date:

Company stamp

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- ## APPENDIX - Protection of personal data

The Parties agree to comply with the laws and regulations in force relating to the processing of personal data (hereinafter the "**Legislation**"), including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter the "**GDPR**"), the amended French Law No 78-17 on data protection and related regulatory acts.

Art. 1 – Definitions

In this appendix, the following terms shall have the meanings given to them in the GDPR and are used solely as defined in the GDPR.

Personal Data: any information relating to a natural person, either identified or identifiable, directly or indirectly, including by means of an identification number or one or more pieces of information or documents specific to that person.

Data Subject: natural person to whom the processed Personal Data relates.

Controller: the entity that determines the purposes and means of the processing of Personal Data.

Processor: the natural or legal person, public authority, service or other body that processes personal data on behalf of the Controller.

Processing: in relation to Personal Data, any operation or set of operations, regardless of the process used, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, or restriction, erasure or destruction.

Art. 2 – Identity of the Controller

In this Appendix, 'Wojo' refers to the Wojo group comprising WOJO SAS, the parent company with its registered office at 82 Avenue du Maine, 75014 Paris, and its subsidiaries.

WOJO is the Controller regarding the processing whose purposes are set out below in Article 3.

Art. 3 – Purposes of the processing of personal data

WOJO collects information about Data Subjects, as mentioned below, (i) directly from them, or indirectly (ii) through the Beneficiary, (iii) through the Data Subjects' devices and location, via cookies or other technologies; (iv) through the Data Subjects' use of WOJO Workspaces and Services, or (v) from other sources.

WOJO processes Personal Data for the following purposes:

Purpose 1: Entering into and managing the Contract, including the collection of data relating to the identity of the Beneficiary and the Beneficiary's Employees pursuant to Article 6(1)(b) of the GDPR (performance of a contract or steps prior to entering into a contract) or, pursuant to Article 6(1)(f) of the GDPR (legitimate interests of WOJO's internal administrative management) where the processing concerns Data Subjects who are not party to the Contract (Beneficiary's Employees, etc.).

- **Categories of data subjects**

- Beneficiary that is a natural person
- In the case of a beneficiary that is a legal person, natural person(s) representing the Beneficiary
- Beneficiary's Employees.
- Authorised personnel of the Beneficiary (accountant etc.) exchanging information with WOJO on behalf of the Beneficiary

- **Categories of personal data processed**

- Identification data: surname, first name, WOJO membership card number, identity card number of the Beneficiary or their representative
- Professional data: professional email address, professional postal address (if Beneficiary), professional telephone number, position/job title, company
- Economic and financial data: transaction data (invoices, bookings, etc.) and bank details depending on the chosen payment method (bank details or SEPA mandate - if by credit card, the number is not processed by

- Wojo but by its banking partners)
- Data on the use of Wojo Spaces, Services and Facilities: badge access logs for pay-as-you-go billing; printer logs for billing

○ **Categories of recipients of personal data**

- authorised internal departments of WOJO
- subcontractors or partners needing to know about the entering into and/or management of the Contract (e.g. WOJO's and Beneficiary's bank(s))
- IT and/or telecommunications service providers
- if necessary, certain regulated professions (e.g. lawyers)

Purpose 2: Performance of the services provided for in the Contract : (e.g. provision of offices, equipment and IT/telecommunications systems), excluding the services referred to in Purpose 3, pursuant to Article 6(1)(b) of the GDPR (performance of a contract or steps prior to entering into a contract) where the Data Subject is the Beneficiary or pursuant to Article 6(1)(f) of the GDPR (legitimate interests of WOJO to comply with its contractual commitments to the Beneficiary) where the processing concerns Data Subjects who are not party to the Contract (Beneficiary's Employees, etc.).

○ **Categories of data subjects**

- Beneficiary who is a natural person
- In the case of a beneficiary that is a legal person, natural person(s) representing the Beneficiary
- Beneficiary's Employees
- Authorised personnel of the Beneficiary (accountant etc.) exchanging information with WOJO on behalf of the Beneficiary
- Natural person(s) invited by the Beneficiary (or by the Beneficiary's Employees) onto a WOJO site

○ **Categories of processed personal data**

- **Civil status data:** e.g. surname and first name
- **Identification data:** e.g. WOJO membership card number, image and registration number of a motor vehicle in case of use of WOJO car parking
- **Computer and Internet navigation data:** e.g. IP address
- **Occupational data:** e.g. work email address, work address, work telephone number and capacity to act/functions
- **Economic and financial data:** e.g. Beneficiary's bank details
- **Data on the use of WOJO Workspaces and Services:** e.g. office preferences, times of booked Workspaces and/or rooms and communications through our Services

○ **Categories of recipients of personal data**

- authorised internal departments of WOJO
- IT and/or telecommunications service providers
- subcontractors or partners needing to know about the entering into and/or management of the Contract or service providers (e.g. WOJO's and the Beneficiary's bank(s) and online booking system, etc.)
- if necessary, certain regulated professions (e.g. lawyers)

Purpose 3: Performance of services additional to the Contract which may be offered directly by WOJO to the Beneficiary (and Employees of the Beneficiary) during the performance of the Contract pursuant to Article 6(1)(b) of the GDPR (performance of a contract or steps prior to entering into a contract) or pursuant to Article 6(1)(f) of the GDPR (legitimate interests of WOJO to comply with its contractual commitments to the Beneficiary) where the processing concerns Data Subjects who are not party to the Contract (Beneficiary's Employees, etc.) (e.g. food services, gym and discussion forums, Address Book)

○ **Categories of data subjects**

- Beneficiary that is a natural person
- In the case of a beneficiary that is a legal person, natural person(s) representing the Beneficiary
- Beneficiary's employees as defined in Article 12(1) of the General Terms and Conditions of Sale
- Authorised personnel of the Beneficiary (accountant etc.) exchanging information with WOJO on behalf of the Beneficiary
- Natural person(s) invited by the Beneficiary (or by the Beneficiary's Employees) onto a WOJO

○ **Categories of processed personal data**

- **Civil status data:** e.g. surname and first name

- **Identification data:** e.g. WOJO membership card number and image of the person
- **Computer and Internet navigation data:** e.g. IP address
- **Occupational data:** e.g. work email address, work address, work telephone number and capacity to act/functions
- **Economic and financial data:** e.g. invoices and credit notes
- **Data on the use of WOJO Workspaces and Services:** e.g. office preferences, times of booked Workspaces and/or rooms and communications through our Services

○ **Categories of recipients of personal data**

- authorised internal departments of WOJO
- IT and/or telecommunications service providers
- subcontractors or partners needing to know about the entering into and/or management of the Contract, or service providers (e.g. food services, concierge, gym and business services)
- members of the WOJO platform
- if necessary, certain regulated professions (e.g. lawyers)

Purpose 4: Management of the business relationship pursuant to Article 6(1)(a) of the GDPR primarily (consent of the Data Subject) and Article 6(1)(f) of the GDPR in the alternative (legitimate interest of WOJO or a third party to promote, market and canvass new customers of these services, and to analyse the needs of the Beneficiaries or their Employees in accordance with WOJO's objects (e.g. subscription to WOJO newsletters, commercial canvassing, targeted advertising and statistics).

○ **Categories of data subjects**

- Beneficiary that is a natural person
- In the case of a beneficiary that is a legal person, natural person(s) representing the Beneficiary
- Beneficiary's employees as defined in Article 4(1) of the General Terms and Conditions of Sale
- Authorised personnel of the Beneficiary (accountant etc.) exchanging information with WOJO on behalf of the Beneficiary
- Natural person(s) invited by the Beneficiary (or by the Beneficiary's Employees) onto a WOJO site

○ **Categories of processed personal data**

- **Civil status data:** e.g. surname and first name
- **Identification data:** e.g. WOJO membership card number and image of the person (optional)
- **Computer and Internet navigation data:** e.g. IP address
- **Occupational data:** e.g. work email address, work address, work telephone number and capacity to act/functions
- **Data on the use of WOJO Workspaces and Services:** e.g. office preferences, times of booked Workspaces and/or rooms and communications through our Services

○ **Categories of recipients of personal data**

- authorised internal departments of WOJO
- IT and/or telecommunications service providers
- subcontractors or partners needing to know about the entering into and/or management of the Contract
- service providers (for example: emailing solutions, gym, surveys, etc.) or third-party advertising partners
- if necessary, certain regulated professions (e.g. lawyers)
- Wojo members

Purpose 5: Security of persons, premises, information systems and property (e.g. badge system) pursuant to Article 6(1)(b) of the GDPR primarily (performance of a contract or steps prior to entering into a contract) and Article 6(1)(f) of the GDPR (legitimate interest of the Controller in ensuring the security of persons, information systems and property on its premises) in the alternative, **excluding video surveillance (see below)**

○ **Categories of data subjects**

- Beneficiary that is a natural person
- In the case of a beneficiary that is a legal person, natural person(s) representing the Beneficiary
- Beneficiary's employees as defined in Article 12(1) of the General Terms and Conditions of Sale
- Authorised personnel of the Beneficiary (accountant etc.) exchanging information with WOJO on behalf of the Beneficiary
- Natural person(s) invited by the Beneficiary (or by the Beneficiary's Employees) onto a WOJO site

□ Categories of processed personal data

- **Civil status data:** e.g. surname and first name
- **Identification data:** e.g. WOJO membership card number and image of the person
- **Computer and Internet navigation data:** e.g. IP address
- **Occupational data:** e.g. work email address, work address, work telephone number and capacity to act/functions

○ Categories of recipients of personal data

- authorised internal departments of WOJO
- IT and/or telecommunications service providers
- subcontractors or partners needing to know about the entering into and/or management of the Contract, or security service providers (e.g. security company and IT support)
- if necessary, certain regulated professions (e.g. lawyers)

Purpose 6: Company reorganisation in respect of WOJO's legitimate interest pursuant to Article 6(1)(f) of the GDPR, including in the form of a sale, transfer, merger or acquisition of a business or assets.

○ Categories of data subjects

- Beneficiary that is a natural person
- In the case of a beneficiary that is a legal person, natural person(s) representing the Beneficiary
- Beneficiary's employees as defined in article 12(1) of these general terms and conditions of sale
- Authorised personnel of the Beneficiary (accounting etc.) exchanging information with WOJO on behalf of the Beneficiary
- Natural person(s) invited by the Beneficiary (or by the Beneficiary's Employees) onto a WOJO site

□ Categories of processed personal data

- **Civil status and identification data:** e.g. surname and first name
- **Occupational data:** e.g. work email address, work address, work telephone number and capacity to act/functions

○ Categories of recipients of personal data

- authorised internal departments of WOJO
- IT and/or telecommunications service providers
- WOJO's or Beneficiary's service providers
- if necessary, certain regulated professions (e.g. lawyers)
- in the context of due diligence, potential sellers or buyers and their advisers

Purpose 7 (in event of a contract of domiciliation): Domiciliation of the Beneficiary, as part of Wojo's legal obligation pursuant to article 6.1 c of the GDPR, to enable Wojo to comply with the obligations of article R. 123-168 of the Commercial Code and to ensure the collection of the necessary data, the management, processing and monitoring of the domiciled beneficiaries (file of supporting documents, information to the commercial court, communication to the bailiffs, list of domiciled persons, fight against money laundering, etc.)

□ Categories of data subjects

- Beneficiary that is a natural person
- In case of a legal person Beneficiary, natural person(s) representing the Beneficiary

□ Categories of processed personal data

- **Civil status and identification data:** e.g. surname, first name, telephone number and postal address, as well as the corresponding supporting documents
- **Occupational data:** e.g. work e-mail address, work address, work telephone number, capacity to act/function

□ Categories of recipients of personal data

- authorized internal departments of WOJO
- subcontractors or partners needing to know about the entering into and/or management of the Contract (e.g. IT service providers who host the data)
- recipients mentioned in article R. 123-168 of the Commercial Code (clerk of the Commercial Court; bailiffs; tax authorities and the competent social security contribution collection agencies)

- if necessary, certain regulated professions (e.g. lawyers)

Where necessary, it is specified that a Service Provider is authorised to disclose the aforementioned personal data when such data must be disclosed as a result of a judicial or administrative injunction or when a Service Provider must disclose the data to ensure its defence in connection with judicial or administrative proceedings.

Art. 4 – Information and rights of Data Subjects

In accordance with the GDPR, each Data Subject has the following rights:

1. **Right of access:** You can request access to the personal data we hold about you and certain information about how it is processed. In some cases, and upon your request, we may provide you with an electronic copy of your data;
2. **Right of correction:** you can request to rectify any inaccurate or incomplete data concerning you. You must then demonstrate how such information is incorrect;
3. **Right to restriction of processing:** in certain circumstances, restriction of processing is possible. You can make this request at any time and we will decide what action to take;
4. **Right to object:** you may object to any processing based on our legitimate interest, on grounds relating to your particular situation and, in any event, when we send you marketing communications;
5. **Right to erasure:** In certain circumstances, you can request the deletion of your personal data. When we determine, in accordance with the law, that your request is admissible, we will proceed to the deletion of your personal data, as soon as possible;
6. **Right to portability:** In certain circumstances, you can request that we provide you with your personal data, in a commonly used and readable format. If technically possible, you can also request that we disclose your data to another controller;
7. **Right to withdraw your consent:** insofar as the processing of your personal data is based on your consent, you can withdraw it at any time;
8. **Right to formulate guidelines** relating to the retention, erasure and communication of your personal data after your death.

It is expressly agreed that the Beneficiary warrants to transmit to the natural persons acting on its behalf in connection with the Contract as well as to the persons invited by it or to the Beneficiary's Employees the information relating to the processing of the Personal Data concerning them, their rights concerning that processing and how to exercise those rights, in accordance with Articles 13 and 14 of the GDPR.

Thus, to exercise those rights or for any question about the processing of Personal Data in this context, WOJO may be contacted,

- by the rights exercise form available at the following address: <https://www.wojo.com/landing/en/chart-rgpd/>
- by electronic means: rgpd@wojo.com
- by post (we recommend registered post): WOJO, Legal Service, 82 Avenue du Maine, 75014 Paris.

If necessary,

any interested party may consult their rights on the French data protection authority, CNIL's website:

<https://www.cnil.fr/fr/comprendre-vos-droits>.

and lodge a complaint with the CNIL: Commission Nationale de l'Informatique et des Libertés, Place de Fontenoy, 75007 Paris

Art. 5 – Data storage

The aforementioned Personal Data are stored for the time necessary to fulfil the purposes for which they were collected. When determining the appropriate time for the personal data to be stored, WOJO considers the quantity, nature and sensitivity of the personal data, the potential risk resulting from the unauthorised use or disclosure of the personal data, the purposes for which the data are processed and its legal obligations. Beyond that, personal data is deleted or stored in accordance with the legal and regulatory requirements.

Art. 6 – Security of the processing of personal data

WOJO undertakes to put in place appropriate technical and organisational security measures to ensure the security of Personal Data and protect the data against any defacing, alteration, accidental or unlawful destruction, damage, loss, disclosure or access by unauthorised persons.

Moreover, WOJO shall ensure to select subcontractors, when they are likely to have knowledge of Personal Data, in consideration of the information they provide and guarantee in terms of the protection of Personal Data; WOJO shall also carry out checks to verify that the service providers are compliant with their commitments.

For the benefit of these clarifications, the Beneficiary, those acting on its behalf, the Beneficiary's Employees and those WOJO allows to use its IT/telecommunications network are responsible for ensuring the security of the transmissions of Personal Data concerning them, including via the Internet, as stipulated above.

Art. 7 – Transfer of personal data outside the EU

WOJO mainly uses subcontractors located within the European Union or located in countries known as "adequate" according to the European Commission.

In the event of a transfer of Personal Data to a country outside the European Union, deemed not to offer an adequate level of protection for personal data, WOJO undertakes to ensure or cause to ensure an adequate and appropriate level of protection of Personal Data as required by the GDPR, for example by using standard contractual clauses based on the models produced by the European Commission.

Art. 8 – Video Surveillance

Pursuant to Article 6(1)(f) of the GDPR (legitimate interest of WOJO), video surveillance devices may be installed in the communal areas and on the perimeters of certain WOJO sites for the purpose of ensuring the security of persons, premises and property.

The rights of Data Subjects and the terms under which those rights are exercised are the same as those set out in this Appendix.

Images are kept for a period of one (1) month from their being recorded, except in exceptional circumstances where it is necessary to carry out checks in the event of an incident.

More generally, the entire video surveillance system is managed in accordance with the rules and recommendations established by the CNIL.

ANNEX 3 – PRICE GUIDE

DOMICILIATION

Parisian Centers	99 € Excl. Tax. / month
Other Centers	69 € Excl Tax. / month

The domiciliation includes the following services:

- Headquarters address
- Mail reception and sorting (<7kg)
- Holding, conservation and consultation of books, registers and documents required by laws and regulations

COMMISSIONING

Unit Price	80 € Excl. Tax / workstation
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CARD REPLACEMENT COSTS (LOSS OR RENEWAL)

Unit Price	50 € Excl.Tax / badge
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ACTIVITY CONTINUITY SERVICE

Price	147 € Excl.Tax. for 3 months
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OFFICE CLEANING AND RESTORATION SERVICE

Unit price	150 € Excl.Tax. / workstation
In all WOJO Centers	From 20 € Excl.Tax. / hour

MEETING ROOM

All other services offered by Wojo will be subject to a specific tariff that Wojo will communicate to the Client on request.

(Applicable prices, under reserve of subsequent modifications by the Centre)

Including all charges

ANNEX 4 - Fire – Safety Agreement (Excepted WOJO Cœur Défense and Gare de Lyon)

Agreement for the use of the "WOJO Centre [xxx]" between the undersigned:

Wojo Exploitation France

Simplified Joint Stock Company with capital of 1 316 275 euros, whose head office is located 82 Avenue du Maine, 75014 Paris, listed with Paris Registry of Trade and Companies under number 808 635 296.

Represented by the company WOJO SAS, simplified joint company whose head office is located 82 Avenue du Maine, 75014 Paris, listed with Paris Registry of Trade and Companies under number 808 368 856 itself represented by Jean-Christophe Dugeon, himself represented by [Name/Surname], [Title] duly authorized for the purposes of this contract, duly authorized for the purposes of this contract,

Hereafter referred to as « **the Operator** »,

Firstly,

And :

Company Name

[Legal Form], with capital of [xxx] €, listed with Registry of Trade and Companies of [Town] under number [Inc N°], represented by [Name/Surname], [Title], duly authorized for the purposes of this contract,

Hereafter referred to as, the « **User** »,

Secondly.

The Service Provider and the Beneficiary are hereafter referred to collectively as the "**Parties**" or individually as the/a "**Party**".

Preamble

The Operator carries out a business centre activity, providing new collaborative and intelligent work spaces (coworking spaces, private offices, meeting rooms, event spaces), telecentre, company domiciliation and third-party premises in the broad sense.

It holds a commercial lease for the premises located at the address of the centre specified in Article 2 of this agreement (the "**Centre**").

The premises of the Centre are composed of business premises offices, a reception area, a switchboard, internet access, photocopiers, meeting rooms, a catering area and, where applicable, a car park and/or a sports hall.

The User, for the purposes of his professional activity as [Description], has contracted with the Operator to benefit from the provision of the above-mentioned work spaces and associated services within the Centre.

It is under these conditions that the Parties have agreed as follows.

Article 1: Object

The purpose of this agreement is to set out the conditions for the implementation of general security measures by the User for the exercise of his professional activity in the premises, in the absence of the Operator (hereinafter the "**Agreement**"). The Agreement is made on a precarious basis and may be revoked at any time for reasons of general interest. It is valid only for the Centre mentioned at the beginning of this Agreement.

The Agreement shall apply in the absence of the Centre's Operator, i.e., during the following period:

- outside the Centre's opening hours (set at 8 a.m. to 6 p.m. or 9 a.m. to 7 p.m., as applicable),
- weekends and,
- public/bank holidays.

The date of entry into force of the Agreement (hereinafter the "Effective Date") shall be the date of entry into force of the specific conditions of sale of the contract for the provision of office space to which this Agreement is attached (hereinafter the "**Specific Conditions of Sale**").

The Agreement shall expire at the same time as the Specific Conditions of Sale.

Article 2: Description of the Centre

Centre WOJO «xxx».

[Address]

As this establishment is classified or classifiable as a 5th category establishment receiving the public (ERP) (type W, L and R as the case may be), WOJO has no legal or regulatory obligation to set up a permanent security service on the premises, beyond opening hours. This is the reason why the present agreement is concluded. **The WOJO Coeur Défense and Gare de Lyon Centres being high-rise buildings, this agreement does not apply in these cases.**

For information purposes, the Centre is:

- subject to the maximum capacity threshold of 199 people (public), including 99 people on the floors and in the basements,
- equipped with an automatic fire detection system.

Article 3: Management informations

For any incident outside opening hours, our on-call service provider SECURITAS will take over.

Assembly point in the event of fire: address indicated in the "fire safety memorandum" gave by the Operator, as well as on the plans of the Premises displayed within the Centre.

Article 4: User's obligations

The User undertakes to:

- obtain prior written authorisation from the Operator in the event of more than 5 visitors (public from outside the Centre) coming at the same time, outside working hours;
- never exceed the maximum number of "public" persons authorised in the Centre;
- not to carry out any other type of activity than that authorised by the Agreement;
- informing and educating their staff about evacuation instructions and the use of the Centre's emergency resources and safety equipment;
- know and apply the safety instructions to be followed in the event of fire (general instructions and specific instructions for the establishment), which were sent to him by the Operator during the visit to the Centre, including in particular:
 - Compliance with safety measures,
 - immediate and complete evacuation of the premises in the event of the smell of smoke, suspicious smoke or fire, towards the assembly point;
 - in the latter case, the direction of the emergency services pending the arrival of the Operator and the fire brigade, and then their provision to the latter;
- ensure that the exits and evacuation routes to the public highway are permanently empty;
- not modify the Centre's electrical installations.

Article 5: Operator's obligations

Prior to any occupation of the premises, the Operator undertakes to:

- show the User around the premises and give him the general instructions to be followed in the event of fire, as well as the specific instructions for the Centre.
- to give the User a "fire safety memorandum" briefly explaining the operation of the Centre's technical safety equipment and the evacuation procedure.

Drawn up in two (2) copies,

For the User

Name : [Name/surname]

Title : [xxx]

Date :

Signing

For the Operator

Name : [Name/surname]

Title : [xxx]

Date :

Signing