

Office Space Lease Agreement

This Office Space Lease Agreement is made on the 31st day of December 2024

Between:

VIONIX SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, with its registered office at ul. RONDO IGNACEGO DASZYŃSKIEGO, nr 2B, lok. W2410, 00-843, WARSZAWA, herein referred to as the "Lessor"

And:

MONEXORA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, with its registered office at ul. RONDO IGNACEGO DASZYŃSKIEGO, nr 2B, lok. W2410, 00-843, WARSZAWA, herein referred to as the "Lessee".

Relating to the property known as office space located at Warsaw, at Rondo Daszyńskiego 2B, 24th floor, office W2410.

1. Property Description

- 1.1. The property leased under this Agreement (the "Property") is known as office space, total area of 14 square meters, located at Warsaw, at Rondo Daszyńskiego 2B, 24th floor, office W2410.
- 1.2. The Lessee acknowledges that it has had the opportunity to inspect the Property and accepts it in its current condition.
- 1.3. The Property is to be used for the following purposes: office space. The Lessee shall not use the Property for any other purpose without the prior written consent of the Lessor.

2. Lease Terms

- 2.1. **Term of the Lease:** The Lease shall commence on 1st day of January, 2025 and shall continue for a term of 6 months, unless terminated earlier in accordance with the terms of the Lease.

- 2.2. **Rent:** The Lessee shall pay to the Lessor a monthly rent of 700 EUR (seven hundred euros), including VAT and other applicable taxes, payable in equal instalments in advance on monthly basis.
- 2.3. **Use of the Property:** The Lessee shall use the Property for the Permitted Use only and shall not use the Property for any illegal or immoral purpose.
- 2.4. **Assignment and Subletting:** The Lessee shall not assign, underlet or part with possession of the Property or any part of it without the prior written consent of the Lessor, such consent not to be unreasonably withheld or delayed.
- 2.5. **Default and Termination:** If the Lessee fails to comply with any of its obligations under the Lease, the Lessor may terminate the Lease in accordance with the termination provisions set out in the Lease.
- 2.6. **Service Charges:** The Lessee shall not pay to the Lessor any Service Charge.
- 2.7. **The bank details of the Lessor for payments** in accordance with the Agreement:
Bank account: PL29 1600 1462 1710 5745 5000 0003
Bank: BNP Paribas Bank Polska Spółka Akcyjna
BIC (SWIFT): PPABPLPKXXX.
- 2.8. **Insurance.** The Lessee shall insure their civil liability.
- 2.9. The Lessee agrees to pay the rent on time, to keep the property in good repair and condition, to comply with all laws and regulations relating to the property, and not to sublet the property without the Lessor's consent.
- 2.10. The Lessor agrees to allow the Lessee quiet enjoyment of the property, to insure the property against usual risks, and to carry out any major repairs that are necessary.

3. **Confidentiality**

- 3.1. **Definition of Confidential Information:** For the purposes of this Agreement, "Confidential Information" means all information disclosed by one party to the other in connection with this Agreement, including but not limited to information relating to the Property, the terms of the Lease, and any other information that is identified as confidential at the time of disclosure or should reasonably be considered confidential given the nature of the information or the circumstances of disclosure.

- 3.2. **Obligations of the Parties:** Each party shall keep the Confidential Information of the other party secret and confidential, shall not use such Confidential Information except for the purpose of exercising its rights or performing its obligations under this Agreement, and shall not disclose such Confidential Information to any third party without the prior written consent of the other party.
- 3.3. **Permitted Disclosures:** Notwithstanding clause 3.2, a party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction, or to its professional advisors, employees or contractors who need to know such information for the purposes of this Agreement, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
- 3.4. **Duration of Obligations:** The obligations under this clause 3 shall continue in force for a period of 5 years from the date of termination or expiry of this Agreement, irrespective of the reason for termination.

4. Termination

- 4.1. **Grounds for Termination:** This Agreement may be terminated by either party on their sole discretion upon serving a notice in accordance with clause 4.2 of this Agreement.
- 4.2. **Notice of Termination:** Termination under Clause 4.1 shall be effected by serving a written notice to the other party, specifying the grounds for termination. The notice shall take effect 30 days after being served, unless otherwise agreed in writing by the parties.
- 4.3. **Consequences of Termination:** Upon termination of this Agreement for any reason, the security deposit of 700 EUR (seven hundred euros) paid under this Agreement shall be returned to the Lessee, less any deductions for unpaid rent, damages, or any other amounts due under this Agreement. Each party shall also be released from its future obligations under this Agreement, except those obligations that are expressed to survive termination. In the event of termination at the sole discretion of the Lessee, the Lessee shall pay the full rental amount for the month in which the Agreement was terminated. If the Agreement is terminated at the sole discretion of the Lessor, the

Lessor shall return a prorated portion of the rent for any unused period within the month of termination.

4.4. **Survival of Terms:** Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination. Clause 3 (Confidentiality), and any other clause which implicitly has effect after termination, shall continue in full force and effect.

4.5. **Waiver of Rights:** Termination of this Agreement shall not constitute a waiver of any rights or remedies that a party may have under this Agreement or at law and shall not relieve a party of the obligations accrued prior to termination. The rights and obligations of the parties upon termination are cumulative and not exclusive of any rights or remedies provided by law.

5. **Dispute Resolution**

5.1. If any dispute arises in connection with this Agreement, the parties will attempt to settle it by negotiation. Each party agrees to use its reasonable endeavours to resolve any dispute in an amicable and expeditious manner.

5.2. If the dispute is not resolved by negotiation within 14 days of receipt of a written 'invitation to negotiate', the dispute shall be referred to and finally resolved by a relevant court of Poland.

6. **Governing Law and Jurisdiction**

6.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Poland.

6.2. Each party irrevocably agrees that the courts of Poland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

6.3. Each party irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this Agreement being served on them in

accordance with the requirements of this Agreement. Nothing contained in this Agreement shall affect the right to serve process in any other manner permitted by law.

7. Entire Agreement

- 7.1. This Agreement (together with the documents referred to in it) constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 7.2. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 7.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 7.4. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8. Variation and Waiver

- 8.1. **Variation:** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 8.2. **Waiver:** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 8.3. **Severability:** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to

or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

9. Counterparts

- 9.1. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement.
- 9.2. Any counterpart may be executed by either Party, and an executed counterpart may be delivered by any Party to the other Party by email or other electronic means.
- 9.3. No counterpart shall be effective until each Party has executed at least one counterpart and delivered it to the other Party.
- 9.4. The expression "counterpart" shall include any executed copy of this Agreement transmitted by fax, email, or other form of electronic communication.

10. Signatories

This agreement has been entered into on the date stated at the beginning of it.

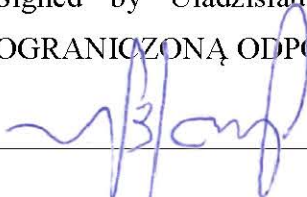
Signed by Rafael Batashvili for and on behalf of VIONIX SPÓLKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ



Name: Rafael Batashvili

Position: Director

Signed by Uładzislau Kurban for and on behalf of MONEXORA SPÓLKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ



Name: Uładzislau Kurban

Position: Chairman of the Management Board