

# TERMS AND CONDITIONS

## 1. SUBJECT

1.1. The present terms and conditions (T&C) set the rules and conditions for using the services provided by SOHO - SOFIA HOLISTIC COWORKING COMPANY LTD (“SOHO”) to natural and legal persons, which are listed in item 2 below.

1.2 SOHO provides access to a workspace for shared use as well as additional corresponding services. Within the meaning and for the purposes of these T&C “a workspace for shared use” means an open workspace in which one or more customers (hereinafter “Clients”) can have access to individual or team workplaces on a daily, weekly or monthly basis.

## 2. TYPES AND SCOPE OF SERVICES

2.1. The services provided by SOHO include access to: workspace, conference rooms, wireless broadband internet, mailbox, lockers, technical infrastructure, kitchenette and bathrooms, lighting, access to electrical supply, central heating and air conditioning system.

2.2. SOHO provides its services in package plans. Each package plan includes: wireless broadband internet, access to a call room, access to a conference room depending on the workload, central heating, an air conditioning system, free consumption of tea and mineral water. The services provided by SOHO include the following package plans:

2.2.1. 1 month SoDesk is a package which includes: 24/7 access to a fixed workplace, 130 BGN credit for renting conference rooms (depending on the availability of SOFIA and HOLISTIC room, 9 AM – 7 PM from Monday to Friday on official working days), 10% discount when renting a conference room (SOFIA room, HOLISTIC room, SoHALL, SoGARDEN and SoGARAGE after the 4 hours included and without limit in time), mailing address for correspondence, locker, up to 40 printed pages per month, unlimited number of scan documents.

2.2.2. 1 month CoDesk is a package which includes: working hours from 9 AM to 7 PM (from Monday to Friday on the official working days), 3 hours guaranteed access to a conference room (depending on the current availability of SOFIA or HOLISTIC room within the access to the workplace), 10% discount when renting a conference room (SOFIA room, HOLISTIC room, SoHALL, SoGARDEN and SoGARAGE after the 3 hours included and without limit in time).

2.2.3. 10 visits CoDesk with access to a workplace from 9 AM to 7 PM (from Monday to Friday within the access to the workplace on official working days).

2.2.4. 1 week CoDesk with access to a workplace from 9 AM to 7 PM (from Monday to Friday on official working days).

2.2.5. 1 day CoDesk with access to a workplace from 9 AM to 7 PM (from Monday to Friday on official working days).

2.2.6. 1 month SoOffice is a package which includes 24/7 access to a fixed workplace, 300 BGN credit for renting conference rooms (SOFIA or HOLISTIC room, 9 AM – 7 PM from Monday to Friday on official working days), 10% discount when renting a conference room (SOFIA room, HOLISTIC room, SoHALL, SoGARDEN and SoGARAGE after the 10 hours included and without limit in time), mailing address for correspondence, separate air conditioning, opportunity to bring your dog.

2.3. The services are only offered in a package and cannot be provided separately.

2.4. The workplaces in the package plans include a desk or part of a worktable and an office chair.

2.5. In all CoDesk package plans the Client is entitled to use a workplace which is free at the moment. This, however, does not grant the Client the right to use a specific workplace for the entire duration of the Contract.

2.6. The restrictions on the use of the different services depend on the type of the selected package.

2.7. SOHO offers the following additional services ("Additional Services") for an extra charge.

2.7.1. Rental of multimedia projector and other technical equipment and devices for use only on the SOHO premises;

2.7.2. Mediation when providing external consultancy services (business, legal, financial, accounting, etc.);

2.7.3. Providing access to a conference room;

2.7.4. The additional service "Integrated Mailing Postbox" provides the Client with a mailing address for receiving mail and an official address for entry in the Commercial Register. SOHO receives the mail addressed to the Client on their behalf. SOHO sends to the Client the first 5 letters from the received correspondence electronically on the provided from the Client email address within 24 hours. The rest are submitted to the Client personally upon request at SOHO. This service entitles the Client to use the address of SOHO as official address for entry in the Commercial Register. SoDesk or SoOffice service Clients are entitled to use the "Integrated Mailing Postbox" service in the "official address for entry in the Commercial Register" section, provided that their contract period is at least a year and upon prior request to SOHO.

2.8. SOHO also provides services related with the organization of events, and access to spaces for events and for other purposes. The present Terms and Conditions are also applied for these services as long as they do not contradict the explicit arrangements between the parties in the Contract.

### 3. PRICES AND PAYMENT TERMS

3.1. The prices of the package plans and of the additional services which SOHO provides are specified in the price list ("Price list") whose actual content is made available to the Clients on the Internet address [www.soho.bg](http://www.soho.bg)

3.2. All prices are VAT inclusive. Services which are not specified on the Internet address [www.soho.bg](http://www.soho.bg) may be negotiated with SOHO.

3.3. SOHO issues an invoice to the Client on the day of signing of the Contract.

3.4. The price for the package plans is paid in advance on the day of signing of the Contract and in any case before using the services.

3.5. In case the start date of the use of the services is agreed to be later than the date of signing of the contract, the price is paid in advance within three working days from the date of the conclusion of the Contract and in any case before using the services.

3.6. When purchasing a package plan for a period longer than one month the Client undertakes to pay the price for using the services for the entire duration of the Contract and the payment shall be made in accordance with p. 3.5 and p. 3.6 for the first month and within 3 working days before the first/current month of the period of use of the package plan - for the next one-month period.

3.7. The price of the "Integrated Mailing Postbox" service is paid on an annual basis and the date of signing of the contract precedes or coincides with the entry in the Commercial Register and entitles the Client to use the service only within the framework of the contract.

In the case of use of the "Integrated Mailing Postbox" service in the "official address for entry in the Commercial Register" section by SoDesk or SoOffice Clients and termination of the respective Contract before the expiration of one calendar year, considered from the date of their entry in the Commercial

Register, the Client owes the remainder of the annual amount of the "Integrated Mailing Postbox" service at once at the time of termination of the Contract.

3.8. The prices of services related to the organization of events and providing access to spaces for events and other services shall be paid 50% in advance for booking the services and the other 50% within 2 working days after the event.

3.9. The amounts due can be paid in the following ways:

3.9.1. cash - at SOHO;

3.9.2. via bank transfer – bank account BG08UNCR70001520576873

3.10. SOHO reserves the right not to accept certain forms of payment without providing specific reasons for the refusal. If the payment is not in cash, it is considered done at the time of crediting the amount due to SOHO.

3.11. In case of delayed payment the Client owes a penalty to SOHO of one percent on the unpaid amount for each day of the delay until full payment of the amount due.

3.12. In case of delayed payment SOHO has the right to restrict or to terminate the Client's access to the purchased services until the full payment of the amount due.

3.13. SOHO reserves the right to change the content and quantity of the services included in the package plans and their prices according to the Price List. The changes do not apply to contracts concluded before the announcement unless it is expressly agreed between SOHO and the Client.

#### 4. CONCLUDING A CONTRACT

4.1. Concluding a contract for use of the Services ("Agreement") offered by SOHO is done by signing a standardized form by the Client or their representative and representative of SOHO. T&C and the Internal Rules are considered as an integral part of the Contract and its signing, the Client declares that they are aware of them and accept them. The Contract is effective from the moment of its signing by the parties.

4.2. In case the Client is a legal person, the Contract shall be signed by its legal representative or an authorized person. In case the Contract is signed by an authorized person of the Client, the authorized person provides SOHO a copy of the letter of attorney at the signing.

4.3. The Client declares that the information provided by them for the purposes of the Contract and for the filling in the standard format is complete, true and accurate.

4.4. Clients can purchase services offered by SOHO through the website [www.soho.bg](http://www.soho.bg). For this purpose, throughout the exchange of e-mails, the Client must provide SOHO with all the data contained in the standard form of the Contract, confirm the integrity, veracity and accuracy of these data, and confirm its agreement with the Contract, these T&C and Internal Rules. The confirmation of the Client is considered a handwritten electronic signature within the meaning of Art. 13, paragraph 1 in conjunction with paragraph 3 of the Law on Electronic Document and Electronic Signature. The client signs a contract on paper with the first access to the workspace for use of the purchased services.

4.5. SOHO may require the Client documents certifying his legal status. SOHO has the right to delay the activation of some or all services until receiving such documents.

#### 5. ACCESS

5.1. Clients have the right to access the workspace within working hours and depending on the selected package plan.

5.2. Clients with 24/7 access have the right to access the workspace 24 hours a day, 7 days a week.

5.3. Entering the workspace by the Client is considered one used calendar day from their package plan, regardless of the duration of his stay.

5.4. At the first access to the workspace for using the purchased services and according to their package plan the Client gets a key, a magnetic access card or badge. If there is loss of the key, the magnetic card access or the badge, SOHO must be notified immediately.

5.5. SOHO reserves the right to refuse or immediately terminate the Client's access to the workspace in cases of violation of the Internal Rules, unethical and/or inappropriate behavior and/or behavior distracting the other clients.

5.6. The Client must thoroughly inspect their workplace before using it. By starting to use the workplace the Client declares that they accept it as qualitative and complying with the terms of the Contract.

5.7. The Client is obliged to release the workplace at the end of working hours.

5.8. In case there is an expected event after working hours, Clients with 24-hour access are required to leave the workspace. SOHO informs the Clients for holding such events at least 24 hours prior to the start.

## 6. HOURS

6.1. Working hours of the workspace are from Monday to Friday and depending on the selected package plan they vary from 9 AM to 7 PM.

6.2. Working hours of the spaces when organizing events are negotiable.

6.3. SOHO reserves the right to change the working hours when necessary. SOHO announces changes in working hours or closure of premises with reasonable notice. SOHO does not provide access during official holidays in the Republic of Bulgaria.

## 7. INTERNAL CONDUCT

7.1. When using the services in the workspace the Client agrees to abide Internal Rules of conduct ("Internal Rules"), which actual content is kept available to the Clients at SOHO and on the Internet address [www.soho.bg](http://www.soho.bg).

## 8. RIGHTS AND OBLIGATIONS

8.1. SOHO provides the Clients with furniture and technical equipment in working condition.

8.2. When providing the additional service "Integrated Mailing Postbox" SOHO is not responsible for the content, condition or terms of the physical delivery of the parcels delivered to the Clients at SOHO's address. The Client is obliged to ask for the parcels delivered to them at SOHO. SOHO stores the received correspondence and parcels for a period of 1 (one) month from the date of the reception. Parcels which are not demanded by the Client are destroyed after the expiry of this period. When providing the additional service "Integrated Mailing Postbox" SOHO has the right to open the received parcels in order to scan the documents they contain.

8.3. The Client shall perform the Contract, follow these T&C and Internal Rules and implement the instructions of SOHO's staff.

8.4. The Client is obliged to use the workplaces and space only for the definite purpose. The use for other purposes requires the explicit prior written agreement of SOHO.

8.5. The Client shall have wisely and carefully handled the granted equipment and furniture, interior and exterior of the workspace.

- 8.6. After using the workplace the Client is obliged to remove all traces of using it and pass it clean and in working condition.
- 8.7. The Clients are required to take measures to guard their personal belongings within the workspace.
- 8.8. The Clients are required to close and/or lock the doors and windows adjoining the workplaces used by them and lock the lockers used by them.
- 8.9. The Client shall comply with all applicable laws and regulatory rules related to the dissemination of information. The Client is fully responsible for his actions, including the cases when he uses internet access through the network of SOHO.
- 8.10. The Client is obliged to comply with regulatory restrictions on transmitting, storing, processing, presenting and/or submitting information.
- 8.11. The Client shall comply with all applicable laws and regulatory rules related to protection of intellectual and/or industrial property. Copying, distributing or downloading copyrighted music and/or movies and/or other objects protected by copyright without the appropriate license is prohibited.
- 8.12. Changes in the workspace that does not infringe its entirety, are allowed only upon prior written approval by SOHO and are borne to the Client. The Client has no right of reimbursement of expenses incurred by him for the reconstruction and/or restoration.
- 8.13. SOHO can undertake repairs, renovations and structural changes needed for the building maintenance, for avoiding hazards or for removing damages. In case of imminent danger, the Client is obliged to release the workplace and to evacuate immediately if necessary. If the Client does not clean and/or repair the released from him workplace he pays a penalty fee of 150 BGN for each of the places in the workspace for shared use, respectively 1250 BGN for an office.

## 9. RESPONSIBILITY

- 9.1 SOHO does not guarantee the condition of the particular workplace which comes with the package plan from items 2.2.2, 2.2.3, 2.2.4, 2.2.5 or 2.2.6 for the duration of the Contract
- 9.2. Obvious and/or repeated violations of these the Contract, of these T&C or of the Internal Rules give SOHO the right to immediately prohibit the Client's access to the workspace for a period of time or completely.
- 9.3. The costs for repair or replacement of lost equipment are the Client's responsibility and are paid by them. If the Client is late and does not leave the workspace on time, they are responsible for the costs caused by the late release.
- 9.4. In case of violation of the Contract, of these T&C or of the Internal Rules, leading to the occurrence of damage to SOHO, the Client shall indemnify SOHO for all caused damages, including, but not only, all legal and other expenses incurred by SOHO related to the protection of its rights and legitimate interests.
- 9.5. SOHO is not responsible to the Client:
- 9.5.1. in case of necessary repairs or maintenance of the workspace;
  - 9.5.2. for the cost of repairs or replacement of lost equipment of the Client;
  - 9.5.3. for a violation of the intellectual property of the Client by a third party;
  - 9.5.4. stolen belongings of the Clients;
- 9.6. In all cases of violations of the Contract, SOHO is responsible only for damages caused to the Client due to intent or gross negligence.

## 10. PRIVACY STATEMENT

10.1. SOHO processes and stores personal information of its Clients in accordance with the requirements of The Law on Protection of Personal Data and the applicable regulations.

10.2 With the conclusion of the Contract the Client gives their informed consent for collecting and the processing of their personal information necessary for the conclusion and execution of the Contract.

## 11. TERMINATION OF THE CONTRACT

11.1. The Contracts for each of the package plans are fixed and are terminated with the expiration of the period for which they were concluded.

11.2 SOHO has the right to terminate the Contract immediately and without notice in case the Client:

11.2.1. violates the Contract, these T&C and the Internal Rules;

11.2.2. delays the payment of his obligations from the Contract by more than 5 days or twice regardless of the length of the delay, or

11.2.3. is declared in liquidation or bankruptcy.

11.3. The contract can be terminated ahead of term by SOHO and the Client by giving two months' written notice.

11.4. SOHO does not owe the Client returning prepaid amounts regardless of the reason for terminating the Contract.

11.5. The Contract shall not be renewed after its expiry.

11.6 On the day of termination of the Contract, the Client is obliged to release the workplace used by him and return SOHO the keys or magnetic cards for access to the workspace. In case the Client does not perform this obligation, SOHO may declare their workplace free and remove their belongings. Abandoned belongings are kept by SOHO at the expense of the Client within one month after the expiry of the Contract, then exterminated.

11.7. If you do not perform the obligations under section 11.6, the Client pays a penalty of 100 BGN for each day of the delay.

## 12. ACCESS TO T&C AND CHANGES

12.1. The actual content of these T&C, the Price list and the Internal Rules are available for the Clients at the workspace and on the Internet address [www.soho.bg](http://www.soho.bg).

12.2 SOHO reserves the right to change these T&C, the Price list and the Internal Rules. SOHO notifies the Clients for such changes via e-mail no later than 2 months prior to their coming into force, unless there is explicit agreement from both sides for a shorter period. For the purpose the e-mail addresses supplied and verified by the Clients when concluding the Contract will be used.

12.3. All notices and documents supposed to be given SOHO by the Client under or in connection with the conclusion, execution and/or termination of the Contract shall be delivered to the address of the workspace. Notices and documents supposed to be given the Client by SOHO are considered validly served if (a) they are submitted in person or (b) are sent to the Client's email address of correspondence specified in the Contract.

## 13. FINAL PROVISIONS

13.1. Contracts concluded under these T&C are a subject of Bulgarian Law. Any other changes in this agreement are excluded except for the written ones.

13.2. If any of the clauses of these T&C or the Contract concluded with SOHO are found to be invalid, the validity of the remaining clauses shall not be changed. A clause which is partially or completely invalid

will be replaced by one which is as close as possible in meaning and in accordance with the intent of the parties. The same applies in case of a lapse.

13.3. All disputes between the parties shall be settled by mutual agreement, and when impossible, the parties agree that the disputes which arose in connection with this Contract will be reviewed by competent state courts in Sofia.

13.4. The versions of these T&C in languages other than Bulgarian shall be considered translations of the original. If problems arise in the interpretation and inconsistencies between the foreign and Bulgarian version, the Bulgarian version prevails.