

**LEASE CONTRACT OF BUSINESS
PREMISES NO. 6-2/...**

This lease contract of business premises (hereinafter referred to as „**the Contract**”) is prepared and entered into in Tallinn, on ... of 2017

between

Foundation Science Park TEHNOPOL (hereinafter referred to as „**the Lessor**”), register code 90008258, address Teaduspargi street 6/1, Tallinn 12618, who is represented on the basis of law by the member of the management board **Jaak Raie** on the one side

and

..... (hereinafter referred to as „**the Lessee**”), register code, address, who is represented on the basis of law by the member of the management board, on the other side, hereinafter jointly or separately referred to as the Party or the Parties respectively.

The Lessee is an ESA BIC Estonia incubatee or ESA BIC Estonia alumni. After 24 months of incubation period the Lessee is encouraged to continue its activities in the premises of Lessor.

Lessor is responsible for offering business and administrative support to ESA BIC Estonia incubatees in the City of Tallinn.

1. General provisions

- 1.1 The purpose of this Contract shall be regulation of the relationships between the Parties upon use and possession of the object of the Contract during the term of the Contract. The Parties shall be guided by the Law of Obligations Act, other laws and legislation of the Republic of Estonia and the Contract upon regulation of the relationships between themselves.
- 1.2 The Lessor shall grant to the Lessee a right to use the object of the Contract against payment, under the conditions and within the term determined in the Contract.
- 1.3 The contractual rights and obligations of the Parties, as well as all terms and conditions which the Contract contains, shall remain valid also in case the owner of the object of the Contract changes during the term of the Contract.
- 1.4 The Contract shall enter into force by signing of both Parties and shall remain **effective indeterminately**.

2. Object of the Contract

- 2.1 Premises that are located on the 3rd (third) floor of the office building at the address Tallinn, Akadeemia road 21/4 with a total area of ... (.....) **square meters** (hereinafter referred to as the “**Building**” and “**Premises**”), the exact composition and location of which in the Building shall be fixed in the Annex 2 of the present Contract.
- 2.2 The Parties shall formalise, on the spot, an instrument of transfer-acceptance the object of the Contract to transfer the possession of the Premises (and for preparation/or amendment of a list of composition of assets or things if necessary) in the factual use of the Lessee, which shall be an in-separate part to the Contract;
 - 2.2.1 Upon preparation of the instrument of transfer-acceptance, the Lessee shall verify a compliance of the object of the Contract with the Contract and the established requirements;
 - 2.2.2 In case the object of the Contract has deficiencies, such deficiencies shall be mentioned in the instrument of transfer-acceptance of the object of the Contract. After becoming

aware of the deficiencies the Parties shall, in the course of preparation of the instrument of transfer-acceptance, agree on a term during which the Lessor shall organise elimination of deficiencies. The existence of deficiencies that does not hinder possession and use of the object of the Contract, shall not constitute a basis for the Lessee to refuse to accept the object of the Contract.

- 2.2.3** Should there exist concealed deficiencies with respect to the object of the Contract, the Lessee shall, upon discovery thereof, immediately inform the Lessor accordingly. The Lessor shall eliminate the discovered concealed deficiencies within a reasonable time limit after notification of the concealed deficiencies.

3. Rent payable, procedure for calculation of accessory expenses

- 3.1** The Lessee shall pay to the Lessor the rent for each square metre of the Premises (hereinafter referred to as **“the Rent”**) once a month in the sum (....) **euros** per 1 (one) square metre for the Premises. Value added tax will be added to The Rent.

3.1.1 The total amount of the Rent is specified in Special conditions of the Contract.

3.1.2 The Lessor shall have a right to unilaterally amend the amount of the Rent after passing of 1 (one) year from entry into force of the Contract. The amount of the Rent shall be increased by change of the consumer price index (CPI), which shall be calculated as an arithmetic mean of monthly changes of CPI published by Statistics Estonia during the period of 12 months prior to the amendment of the Rent.

3.1.2.1 Thereafter the Rent shall be amended 1 (once) a year. The maximum rate of amendment of the Rent shall be four (4) % of the amount of one month Rent. In case the change of CPI appears to be negative, the Rent shall not be amended;

3.1.3 The Lessor shall notify the Lessee about the amendment of the Rent at least one month in advance.

3.1.4 The Lessee shall pay the Rent on the basis of an invoice issued by the Lessor once a month by the deadline specified in the invoice. The Lessor shall issue a suitable lease invoice to the Lessee not later than by the 15 (fifteenth) day of the current month with a deadline for payment of 14 days.

- 3.2** In addition to the Rent, the Lessee shall pay the fees and duties that are related to the utility costs concerning the use of the Premises and the Building where the Premises are located (hereinafter referred to as **„the Accessory Expenses“**), the exact list of which and the calculation method of which established by the Lessor, shall be stipulated in Annex No. 1 to the Contract. In cases provided by law, the value added tax shall be added to the Accessory Expenses.

3.2.1 The Lessor shall determine the amount of the Accessory Expenses on a monthly basis, being guided by the meter readings, invoices issued by the service providers, valid calculation methods, as well as the list of the services provided.

3.2.1.1 The Lessor shall have a right to amend the list and method of the Accessory Expenses as a result of amendments of the price list by the service provider or changes in the volume of the provided services;

3.2.1.2 In case it is not possible or expedient to separately measure the Accessory Expenses of the lessees of the Building, the Accessory Expenses shall be calculated proportionally to the square meters used by the Lessee in the total area of the Building. The Parties shall separately agree on amendment of the calculation method;

3.2.1.3 The Lessee shall pay the Accessory Expenses to the Lessor on the basis of the issued invoice once a month by the deadline specified in the invoice. The Lessor shall issue to the Lessee a suitable invoice for the Accessory Expenses not later than by the 15 (fifteenth) day of the following month with a deadline for payment of 14 days.

3.3 The circumstance, if and to what extent the Lessee has used the Premises, shall be without prejudice to the obligation to pay the Rent and make other Contractual payments.

3.4 The invoices shall be sent electronically to the e-mail address specified by the Lessee in Clause 13.2 of the Contract.

3.5 The Lessee is obliged to notify the Lessor immediately if any of the periodical invoices have not been received.

- 3.6 The Lessee shall pay all payments related to the Contract to the bank account of the Lessor specified in Clause 13.1 of the Contract.
- 3.7 All payments related to the Contract shall be deemed to be paid by the Lessee as required upon their full receipt to the bank account of the Lessor.

4. Deposit

- 4.1 The Lessee shall pay to the Lessor a deposit (hereinafter referred as to "**the Deposit**") pursuant to the square meters used, in the sum of two (2) months' Rent to secure the performance of all principal and accessory claims arising from the Contract during the term of the Contract and within 2 (two) months after termination of the Contract. The exact amount of the deposit shall be determined in Annex No. 1 to the Contract.
- 4.2 No interest shall be paid to the Lessee on the Deposit.
- 4.3 The Lessor shall not return the Deposit to the Lessee if the Lessor terminates the Contract prematurely, with a good reason mentioned in Clause 8.2. The Lessor shall have a right to refuse to transfer the possession of the Premises to the Lessee as far as the Lessee has failed to pay the Deposit.
- 4.4 The Lessor shall return the Deposit to the Lessee after expiry of 2 (two) months from the date of termination of the Contract, provided that the Lessor has submitted no claims arising from the Contract against the Lessee. In case the claim of the Lessor has arisen against the Lessee within two (2) months as of the termination of the Contract, the Lessor shall have a right to set off the claim against the Deposit.

5. Obligations of the Parties

5.1 The Lessor shall:

- 5.1.1 allow the Lessee to use the object of the Contract, as well as entrances, utility networks and communications systems that are functionally related to the latter, during the term of the Contract;
- 5.1.2 maintain, at its own expense, the required technical and sanitary condition of the object of the Contract, as well as structures, water supply system, sewerage, communications and electricity systems of the Building;
- 5.1.3 ensure to the Lessee the utilities and other services that are necessary for use of the object of the Contract. The Lessor shall not be held liable for failure to perform the obligations mentioned in this clause in case the interruption of provision of utilities and other services to the Lessee or insufficient supply thereof was caused for reasons not attributable to the Lessor;
- 5.1.4 ensure a readiness of the object of the Contract to be connected to a telephone and data network. The connection charges for connection to a telephone and data network shall not be included in the standard package of the object of the Contract and shall be paid additionally by the Lessee;
- 5.1.5 notify the Lessee immediately of any power and communications failures known to the Lessor and make all efforts possible for the avoidance or elimination of failures;
- 5.1.6 notify the Lessee, in a timely manner, about amendments of requisites of its bank or its bank account in the bank;
- 5.1.7 disrupt the business of the Lessee as little as possible upon performance its rights and obligations;
- 5.1.8 Present to the Lessee, upon a written respective request of the latter, documentary evidence (copies of invoices, payment orders, receipts, etc.) concerning formation of the cost of utilities and other services payable under the Contract;
- 5.1.9 notify the Lessee in writing and in the format that can be reproduced about types, scope, commencement and presumed duration of the measures, planned to take for the performance of the reconstruction and improvement works, not later than 1 (month) before the commencement of the reconstruction and improvement works on the object of the Contract;
- 5.1.10 cooperate with the Lessee upon reclamation of the object of the Contract from unlawful possession of any third party and demand third parties to remove any hindrances set on the possession and use of the object of the Contract;

- 5.1.11** present invoices regarding payments stipulated in the Contract in the due form, in case this is required by the Contract or legislation of the Republic of Estonia;
- 5.1.12** if Parties have agreed in Special Conditions so, to allow the Lessee to install to the building trademark of the Lessee within coordination of the Lessor and in compliance with the architectural design and constructional descriptions;
- 5.2** The Lessee shall:
- 5.2.1** use the object of the Contract carefully, in a prudent manner and in compliance with the purpose of use of the object of the Contract as fixed in the Contract;
 - 5.2.2** coordinate all reconstructions and improvements to be carried out on the object of the Contract beforehand with the Lessor in writing;
 - 5.2.3** ensure, upon performance of the reconstruction and improvement works, a compliance of the reconstructions and improvements with the legislation of the Republic of Estonia and the established construction rules, standards and quality requirements;
 - 5.2.4** notify the Lessor immediately about any accident, fire etc. that has occurred on the object of the Contract, by immediately applying measures to eliminate the consequences thereof;
 - 5.2.5** endure works performed by the Lessor with respect to the object of the Contract and the Building and other impacts that are necessary for maintaining, reconstruction or improvement of the object of the Contract, the Building or other rooms or for elimination of deficiencies, avoidance of damage or elimination of consequences thereof;
 - 5.2.6** be held proprietarily liable for damaging the object of the Contract during the term of the Contract as a result of acts of the Lessee, as well as the acts of employees, quests or clients of the Lessee;
 - 5.2.7** keep the object of the Contract tidy and in order and not damage the object of the Contract and its essential parts, accessories, equipment and communications.
 - 5.2.8** use and/or install into the Rooms only objects, equipment and systems, including security, television, phone, computer and other systems that comply with the quality, safety and other requirements stipulated in legislation and does not disturb other users of the Building and damage the Building, *inter alia* cause vibration and noise that are higher than allowed by the effective norms, radio and TV disturbances, dust, gas and radiation that damages the surroundings and the environment, overload of floors, damages of water, ventilation and sewerage systems, overload of power network and other such circumstances;
 - 5.2.9** perform, at its own expense, major repairs, reconstructions and improvements of the object of the Contract in case the respective need is caused by wrongful acts of the Lessee, employees of the Lessee or clients of the Lessee;
 - 5.2.10** comply with rules, requirements and standards concerning fire safety, occupational safety, health protection, construction supervision, sanitary conditions and exploitation of the building, as well as with other rules, requirements and standards established in the Republic of Estonia, in the course of use of the object of the Contract and performance of its economic activities;
 - 5.2.11** refrain from installing trademarks, advertising, signs, insignia etc. on the windows and doors of the Rooms or other area of the building that is not part of the object of the Contract, without a prior agreement with the Lessor. Upon installation of trademarks, advertising, signs, insignia etc. the Lessee shall bear all taxes and expenses on production, installation and removal thereof;
 - 5.2.12** allow the representatives of the Lessor, without hindrances, to inspect the condition of the object of the Contract and the performance of the Contract at the Lessor's prior 1 (one) working day notice; in the case of accident or other similar situation, allow the representatives of the Lessor to enter the object of the Contract immediately, at the earliest opportunity;
 - 5.2.13** not transfer the object of the Contract or rights and/or obligations arising from the Contract to third parties or encumber these for the benefit of third parties without a prior consent of the Lessor issued in the format that can be reproduced in writing;

- 5.2.14** maintain public order on the object of the Contract pursuant to legislation and ensure that visitors and clients of the Lessee maintain public order on the object of the Contract;
- 5.2.15** submit complaints, which the Lessee is entitled to submit to the Lessor under the Contract, within five (5) working days from the date on which the Lessee became aware or ought to have become aware about events or circumstances establishing grounds for submission of the complaints, in cases no different time limits are prescribed in the Contract;
- 5.2.16** comply with the requirements arising from the legislation of the Republic of Estonia and good trade practice, as well as the requirements concerning the environment and nature protection, in the course of its economic activities;
- 5.2.17** notify the Lessor immediately if a claim of bankruptcy has been filed in the court against the Lessee or if an adoption of a resolution of liquidation of the corporate body has been made by the Lessee;
- 5.2.18** in the case of merger, transformation or division of the company, notify the Lessor thereof at least one month ahead, by specifying the legal successor with all its requisites;
- 5.2.19** release the object of the Contract from its personal belongings and equipment upon termination or cancellation of the Contract and transfer the direct possession of the object of the Contract to the Lessor on the date of termination of the Contract;
- 5.2.20** re-register its legal and/or postal address upon termination of the Contract not later than within 30 calendar days, provided that the Lessee has registered the address of the Rooms as its legal and/or postal address during the validity of the Contract.

6. Liability of the Parties

- 6.1** The Parties shall be held liable for non-performance or unsatisfactory performance of the obligations arising from the Contract pursuant to legislation of the Republic of Estonia.
- 6.2** In the case of delay in the performance of payment obligation, the Lessee shall pay to the Lessor a fine for delay in the amount of 0,15% (zero point fifteen percent) of the amount due for each day delayed.
- 6.3** In the case of delay in releasing the object of the Contract in good time upon termination of the Contract, the Lessee shall, in addition to the payment for rent, utilities and other services, also pay a contractual penalty in the amount of 4% (four percent) of the sum of one-month-rent for each day delayed in releasing the object of the Contract.
- 6.4** In case the Lessee has breached the obligation stipulated in Clause 5.2.20, the Lessee shall pay the contractual penalty to the Lessor in the sum of 320 EUR (three hundred twenty Euros) for each month delayed.
- 6.5** In the case of the Lessee's failure to accept the possession of the object of the Contract contrary to the Contract or in the case of extraordinary cancellation of the Contract for a reason arising from the Lessee, the Lessee shall compensate the Lessor for a damage arising from the failure to accept the possession of the object of the Contract or from the extraordinary cancellation of the Contract for a reason arising from the Lessee, which shall be, pursuant to the agreement between the Parties, sum of (2) two months' rent payments.
- 6.6** In case the debt of the Lessee for Rent, Accessory Expenses or other services provided by the Lessor exceeds the sum of 2 (two) months' rent or if the Lessee has repeatedly, i.e. at least on 3 (three) consecutive occasions or at least on 3 (three) occasions during the calendar year, delayed payment of the Rent and/or the Accessory Expenses and/or other services, the Lessor shall have a right to terminate provision of the utilities and other services to the Lessee. The Lessee shall bear all expenses and damage related to such termination of provision of the utilities and other services.
- 6.7** The Lessee shall bear a risk of accidental destruction of the object of the Contract from transfer of the possession of the object of the Contract to the Lessee until the date on which the Lessee returns the object of the Contract to the Lessor.
- 6.8** The Lessor shall not be held liable for loss, deficit or damage of tangible assets, which the Lessee keeps on the object of the Contract or in the Building where the object of the Contract is located, unless it has occurred due to wrongful breach of the obligations of the Lessor.

- 6.9** Payment of the contractual penalty or fine for delay shall not release the Party from the performance of the obligations. In addition to the contractual penalty and the fine for delay, the Party shall have a right to demand from the Party in breach also compensation for damages. The entitled Party shall notify the obligated Party about the request to pay the contractual penalty not later than within 2 (two) months from the date on which the entitled person became aware of the ground for payment of the contractual penalty.
- 6.10** The Party shall be held liable for breach of the Contract in case the Contract was breached by its representative (member of the management board or a body substituting thereof or other person represented by him or her) or other person whom the Party used for performance of its obligations, including employee, public servant, client, mandatary or other person, to whom the Party trusted the performance of the Contract.
- 6.11** The Party shall be deemed to be aware of any circumstance, or have foreseen any circumstance, or shall be deemed to be in a situation where the Party had to be aware of or foresee the circumstance, if any person mentioned in Clause 6.10 of the Contract, whom the Party is responsible for, was aware of or foresee the circumstance or had to be aware of or foresee the circumstances.
- 6.12** The obligations stipulated in the Contract shall be performed within the term provided for in the Contract. In case no such time limit is specified in the Contract, then not later than within 7 (seven) days from presentation of the respective request by the other Party to the Contract.
- 6.13** The Party shall not be held liable for breach of the Contract in case the non-performance of obligations was caused by unforeseeable circumstances or circumstances that are beyond the control of the Parties, i.e. Force Majeure (natural disasters, earthquake, floods, storms, fire, war, acts of authorities and government bodies, amendment of legislation by the state and local governments, acts of bank or moratorium, etc.).

7. Amendment and termination of the Contract

- 7.1** The terms and conditions of the Contract shall be amended only by written agreement between the Parties, unless otherwise provided in the Contract or in case the amendment of terms and conditions of the Contract arises from the legislation of the Republic of Estonia.
- 7.2** The Party shall review the request to amend the terms and conditions of the Contract of the other Party within 10 (ten) days from the date of receipt of the request. In case no response to the request is given within the mentioned time limit the Party shall be deemed to have refused to accept the request to amend the terms and conditions of the Contract.
- 7.3** A contradiction between the laws or other legislation of the Republic of Estonia and some of the provisions of the Contract, arising as a result of amendment of laws or other legislation of the Republic of Estonia, shall not influence validity of the rest of the Contract. The Parties to the Contract shall replace the invalid provision with a new, lawful provision by mutual agreement.
- 7.4** The Lessee shall not be compensated for the reconstruction and improvement costs upon termination or cancellation of the Contract. The Lessee shall have no right to demand compensation for the reconstructions and improvements performed, which the Parties have not agreed to reimburse in writing in advance.
- 7.5** The validity of Contract may be extended upon expiry of the term of the Contract, whereas also other terms and conditions of the Contract may be amended in the course of extension of the validity of the Contract. The specific terms and conditions of the Contract, which validity is extended, shall be agreed upon between the Parties.
- 7.6** The Contract shall be deemed to be terminated:
- 7.6.1** upon expiry of the term of notification of the cancellation;
 - 7.6.2** upon destruction or rendering unusable of the object of the Contract.

8. Cancellation of the Contract

- 8.1** The Parties have a right to cancel the Contract in any case without any cause with notifying the other Party by written declaration about the cancellation 3 (three) month in advance.
- 8.2** The Lessor shall have a right to cancel the Contract prematurely by written declaration if there exists a good reason for this, by notifying the Lessee about cancellation 10 (ten) calendar days in advance.

- 8.2.1** The good reason shall exist if the Lessor cannot be expected to continue the performance of the Contract taking into account all the circumstances and the mutual interests of the Parties. Among other things, the following shall constitute a good reason:
- 8.2.1.1** The Lessee uses the object of the Contract in contradiction with the purpose mentioned in the Contract and has failed to terminate the breach within 2 days after the receipt of a warning of the Lessor;
 - 8.2.1.2** The Lessee damages the condition of the object of the Contract, among other things rebuilds of the object of the Contract without a permission of the Lessor and has not remedied the situation within 15 (fifteen) days after receipt of the respective warning;
 - 8.2.1.3** The Lessee has arrears to the Lessor in the sum exceeding the 3 (three) months' rent and/or payment of utilities and other services, also in case the Lessee has repeatedly, i.e. at least in 3 (three) consecutive months delayed payment of the rent and/or utilities and other services;
 - 8.2.1.4** The Lessee has failed to accept the object of the Contract within 1 (one) month after the deadline specified in the Contract and fails to accept the object of the Contract also within 1 (one) month after receipt of the respective warning;
 - 8.2.1.5** The Lessee subleases the leased assets or grants its use to other legal or natural person on some other basis without a written consent of the Lessor;
 - 8.2.1.6** Upon declaration the Lessee bankrupt or adoption of a resolution of liquidation of the Lessee, provided that the Lessor is not provided with an acceptable security ensuring the payment of rent and utilities and other services;
 - 8.2.1.7** The Lessee fails not perform other obligations arising from the Contract and fails to eliminate the breach upon request of the Lessor within a reasonable period of time, which shall not be less than 15 (fifteen) days.
- 8.2.2** Upon premature cancellation of the Contract for a reason arising from the Lessee, the obligation to pay damages as stipulated in Clause 6.5 of the Contract shall be applied with respect to the Lessee.
- 8.3** The Lessee shall have a right to cancel the Contract prematurely by written declaration if there exists a good reason for this, by notifying the Lessor about cancellation 30 (thirty) calendar days in advance;
- 8.3.1** The good reason shall exist if the Lessee cannot be expected to continue the performance of the Contract taking into account all the circumstances and the mutual interests of the Parties. Among other things the following shall constitute the good reason:
- 8.3.1.1** The object of the Contract proves to be unusable due to circumstances which the Lessee is not responsible for and the Lessor fails to eliminate the deficiencies within a reasonable period of time;
 - 8.3.1.2** The object of the Contract is not transferred to the Lessee within 1 (one) month after the deadline specified in the Contract and this is also not remedied within 1 (one) month after the receipt of the respective warning. In case the Lessee has refused to accept the object of the Contract due to the existing actual and real deficiencies, the Lessee shall have a right to cancel the Contract also after expiry of the time limit granted for liquidation of the deficiencies, as stipulated in Clause 2.2.3 of the Contract, without presenting the respective warning.

9. Dispute settlement

- 9.1** All disputes arising from the performance, amendment or termination of the Contract or application of the liability, shall be resolved by negotiations between the Parties.
- 9.2** In case no agreement is reached by negotiations, the dispute shall be resolved in the Harju County Court pursuant to the procedure prescribed in the legislation of the Republic of Estonia. The content of the Contract shall be governed by the legislation of the Republic of Estonia.
- 9.3** Interpretation of the Contract shall be based on the common actual intention of the Parties even if it differs from the common meanings of the words. Interpretation of the Contract shall not be based on incorrect designation or expression, which the Parties have used on account of error. In case the actual intention of the Parties cannot be established, the Contract shall be

interpreted in a manner as a reasonable person, similar to the other Party, would have understood the Contract under the same circumstances.

9.4 The conditions of the Contract shall be interpreted together with other conditions of the Contract, by attributing each of them a meaning, which takes into consideration the meaning of the Contract as a whole. In interpreting the conditions of the Contract, an interpretation which renders the condition of the Contract lawful or valid shall be preferred. In the case of doubt, the expressions that may have more than one meaning shall be understood in the manner which best conforms to the nature and purpose of the Contract.

9.5 The validity of the Contract shall not be influenced by the circumstance that the Parties have knowingly or actually failed to agree on conditions that are essential for determination of their rights and obligations, in case it may be presumed that the Contract would have been entered into also without the agreement on this condition. In such case the condition that is reasonable considering the circumstances, basing on the intention of the Parties, the nature and purpose of the Contract and good faith, shall be applied.

10. Notices

10.1 The Party to the Contract shall inform the other Party of all material circumstances that might influence or hinder the performance of obligation or realisation of rights stipulated in the Contract.

10.2 All notices and information that are related to the performance of the Contract or disputes arising from the Contract shall be deemed to be submitted officially and in compliance with the Contract, provided that the mentioned notices are sent to the Party by e-mail or mail to the address or e-mail address that is specified in the Contract or that the Party has notified after entry into the Contract in writing or handed over to the other Party against a signature at the address that is specified in the Contract or that the Party has notified after entry into the Contract in writing.

10.3 A written notice shall be deemed to be delivered if the notice is handed over against a signature or is sent by registered mail through the post office and 5 (five) calendar days have passed from the date of posting. The Party shall confirm the receipt of the notice sent by e-mail in the same manner.

10.4 The other Party shall be notified about any amendments in details mentioned in the Contract within 2 (two) working days from the date of taking effect of the amendments. Upon breach of this provision by one of the Parties, a notice of the other Party sent to the address or e-mail address as fixed in the Contract, shall be deemed to be a notice that is sent in appropriate manner.

11. Confidentiality

11.1 Information concerning the Contract, its content and performance shall be confidential and shall not be disclosed by the Parties to third parties. It shall be allowed to disclose such information only upon a prior written consent of the other Party or in cases prescribed by the legislation of the Republic of Estonia.

11.2 Upon disclosure of information in cases arising directly from the legislation of the Republic of Estonia, the Part shall inform the other Party thereof in advance.

11.3 The confidentiality requirement shall remain valid without term and be independent on the validity of the Contract.

11.4 The confidentiality requirement stipulated in the Contract shall not be applied with respect to disclosure of information to auditors, solicitors and financial or credit institutions of the Parties, provided that also those persons comply with the confidentiality obligation.

12. Annexes to the Contract

12.1 The annexes to the Contract and written agreements between the Parties shall constitute the integral parts to the Contract.

12.2 Oral discussions that have been taken place in the course of pre-contractual negotiations shall not be interpreted as the conditions of the Contract. Amendments and supplements introduced in the terms and conditions of the Contract and annexes shall have no effect unless these are formalized in writing and confirmed by signature of both Parties.

12.3 This Contract shall overrule all earlier oral and written agreements between the Parties.

12.4 The Parties confirm that they hold all authorisations, consents and approvals arising from the laws and other legislation required for entry into the Contract and performance of obligations arising from the Contract.

12.5 The Parties confirm that the text of the Contract is prepared as a result of negotiations between the Parties and the Contract complies with the actual intention of the Parties.

12.6 The Contract has the following annexes:

Annex No. 1 – Special terms and conditions of the Contract (List and total area of the Premises, intended purpose of the object of the Contract, total amount of Rent per one month, value of Guarantee, procedure for calculation of the Accessory Expenses);

Annex No. 2 – Room Programme

Annex No. 3 – Instrument of transfer-acceptance of the object of the Contract

13. Contact details of the Parties:

The Lessor: SA Tallinna Teaduspark TEHNOPOL (Foundation Tallinn Science Park TEHNOPOL)

Registry Code: 90008258

Address: Teaduspargi 6/1, 12618 Tallinn, the Republic of Estonia

Phone: 4 800 200, facsimile: 4 800 210

e-mail: info@tehnopol.ee

url: <http://www.tehnopol.ee>

Bank account: IBAN EE681010220031892015, SWIFT EEUH22XX, SEB bank

Contact person: Karin Berens: phone +372 56 800 200, e-mail: karin@tehnopol.ee

A contact person in technical questions concerning the object of the Contract and the representative of the Lessee upon transfer of the Premises and Assets: Tõnis Sildam, phone +372 56 800 216, e-mail: tonis@tehnopol.ee

The Lessee:

Registry Code:

Address:

Phone:

e-mail:

Contact person:

e-mail:

a contact address for sending of invoices:

The Lessee shall inform the Lessor in writing about amendment of the above details not later than two (2) working days in advance.

The lease contract of business premises of the company No 6-2/....

Annex No 1

Special conditions of the lease contract of business premises of the company

This Annex 1 shall constitute an integral part to the Lease contract of the company's business premises No 6-2/.... that is concluded between **Foundation Tallinn Science Park Tehnopol** (address Teaduspargi 6/1, Tallinn 12618, Registry Code 90008258), represented by Jaak Raie, the member of the board, and (address, Registry Code), represented by, the member of the management board.

This Annex shall be subject to the terms and conditions of the Contract. All terms written with a capital first letter in this Annex, shall bear a meaning specified in the Contract.

The Lessor and the Lessee shall agree upon in the following:

1. List and total area of the Premises, intended purpose of the object of the Contract, total amount of Rent per one month, value of Guarantee, list of Additional Works and procedure of compensation, procedure for calculation of the Accessory Expenses

1.1 The Lessor shall grant to the Lessee a right to use following Premises:

1.1.1 Premises with a total area of m² (.....) on the 1st floor of the Building;

1.1.2

1.2 The exact location of the Premises is shown in Annex No. 2 to the Contract.

1.3 Along with the Premises, the Lessor shall grant to the Lessee a right to use the Assets in the following composition:

1.3.1 magnetic cards and keys, allowing the entrance to the Building and the Premises, the exact volume of which shall be specified in the instrument of transfer of the Premises and Assets;

1.4 The Rent for one calendar month shall amount ... (.....) per 1 (one) square metre. The total area (before additional measurement) is (.....) square meters i.e. **the Lessee shall pay the Rent in the total sum of (.....) euros for one calendar month.**

1.5 The value of Deposit shall amount a two (2) months' Rent, i.e. (.....) euros.

1.6 Description of the Accessory Expenses and method for calculation of the amount of payment:

1.6.1 Water and sewerage - the consumption of water spent on the Leased Space shall be determined pursuant to the readings of water consumption meters that are installed on the Leased Space. The consumption of water of public spaces of the Building shall be calculated by dividing leasable area of the Lessee with total leasable area of the building and multiplying the result by total cost of water and sewage of the building;

1.6.2 Heating - the cost of heating for the Lessee shall be calculated by dividing leasable area of the Lessee with total leasable area of the building and multiplying the result by total cost of heating of the building;

1.6.3 Electricity - the consumption of electricity spent on the Leased Space shall be determined pursuant to the readings of the electricity meter that is installed on the Leased Space. The consumption of electricity of public spaces and utility systems of the Building shall be calculated by dividing leasable area of the Lessee with total leasable area of the building and multiplying the result by total cost of electricity of the building;

1.6.3.1 The consumption of electricity of the territory and parking lot belonging to the Building shall be calculated by dividing leasable area of the Lessee with total

leasable area of the building and multiplying the result by total cost of electricity of the building;

1.6.4 Exterior cleaning - a maintenance cleaning of the territory and parking lot belonging to the Building (including snow removal, maintenance of planting, etc.) shall be calculated by dividing leasable area of the Lessee with total leasable area of the building and multiplying the result by total cost of exterior cleaning of the building;

1.6.5 Internal cleaning – cleaning of public spaces of the Building and changing of entrance carpets. Shall be calculated by dividing leasable area of the Lessee with total leasable area of the building and multiplying the result with total cost of exterior cleaning of the building;

1.6.6 Refuse collection - the cost of refuse collection for the Lessee shall be calculated by dividing leasable area of the Lessee with total leasable area of the building and multiplying the result by total cost of refuse collection of the building;

1.6.7 Maintenance of utility systems – the maintenance expenses of technical equipment of the Building shall be calculated in proportion to the square meters in use of the Lessee in the total leased space of the Building;

1.6.8 Administration fee - the administrative fee for the Lessee is dependent on the leasable area of the Lessee and is 0,5 euros per square meter for present year. The Lessor maintains the right to oversee the rate given above once a year.

2. The Lessee's obligation to pay the Rent of the Premises and the Accessory Expenses, as well as the right to use the Premises, shall arise from the date Parties sign the Note of Delivery and Return of the object of the contract.

3. All prices shall be exclusive of the value added tax in the rate prescribed by law.