

LEASE CONTRACT No.

Tartu,

The Tartu Science Park Foundation, represented by Member of the Management Board, on one side, and, board member, on the other, entered into this contract, hereinafter 'the Contract', by agreeing on the following:

GENERAL PROVISIONS

Definitions used in the Contract:

Lessee – **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 – Tartu Science Park Foundation. **Lessor is responsible for offering business and administrative support to ESA BIC Estonia incubatees in the City of Tartu.**

Party – the Lessee or the Lessor

Parties – the Lessee and the Lessor

Third Parties – any natural or legal person who is not a Party to the Contract.

Contract documents

This Contract shall have the following annexes: Annex 1 "Services Provided to the Lessee by the Lessor" and Annex 2 "Deed of Delivery and Repair of Premises" and Annex 3 "Area of Rented Premises". In the event of a conflict between the Contract and the annexes thereto the Contract shall prevail.

1. The Lessor shall let and the Lessee shall rent room no. ... located on the floor of the building situated at, the City of Tartu, with a total area of m² (hereinafter 'the Premises') and for the price of (..... euros) per square metre of the rented area per calendar month.

The Lessee shall warrant that they will use the Premises as office premises.

2. The Lessor shall guarantee that they have the right to let the Premises.

3. The Lessee shall pay the Lessor rent for the Premises transferred into the possession of the Lessee under the Contract.

3.1. The rent shall be charged as of the transfer of the possession from the Lessor to the Lessee.

3.1.1. The rent for using the Premises shall be per calendar month plus value added tax.

3.1.2. The Lessee shall pay the Lessor, as a prepayment, the rent within the amount of one monthly payment in the sum of The aforesaid amount shall be subject to set-off with the Lessee upon expiry or termination of the Contract.

3.1.3. The Lessor shall have the right, without the Lessee's approval, to apply higher rent (compared to that provided for in clause 3.1.1) once a year not more than within the extent of the increase in the consumer price index, by informing the Lessee thereof at least one month in advance. If the Lessee does not agree to the amendment to the rent, they shall have the right to cancel the Contract by informing thereof one month in advance.

3.2. The rent provided for in clause 3.1.1 of the Contract contains the following charges:

- 3.2.1. technical maintenance of the territory and the building;
- 3.2.2. maintenance of the water supply system, sewerage system, security alarm system, fire alarm system and public utilities;
- 3.2.3. pick-up of non-industrial waste from the waste containers adjacent to the building;
- 3.2.4. surveillance of the building during non-work hours;
- 3.2.5. use of public kitchen premises;
- 3.2.6. parking cars in the car park of Riia 191;
- 3.2.7. cleaning the office premises and public premises (at least once a week);
- 3.2.8. maintenance of the access roads of the building specified in clause 1;

3.3. The rent specified in clause 3.1.1 of the Contract does not contain the following charges:

- 3.3.1. electricity used on the Premises;
- 3.3.2. removal of waste generated in the course of the economic activities of the Lessee, except non-industrial waste;
- 3.3.3. thermal energy used for heating the Premises;
- 3.3.4. services provided by the Tartu Science Park Foundation, which have not been specified in clause 3.2 of the Contract.

4. The Lessee has the right to use public utility services and is obligated to pay for using them under the following terms and conditions and pursuant to the following procedure:

4.1. The Lessee shall pay for heating according to the actual consumption or, in the case of no measurement system, according to the area of the premises used by them out of the total area of the building. The price of heating per square metre shall also include the heating of public premises in proportion to the area used by the Lessee.

4.2. Heat supply shall be provided during the heating season. The Lessor is not liable for any disturbances in heat supply or for losses caused in connection therewith, unless the Lessor is guilty of the disturbances.

4.3. Upon the existence of an electricity meter, the cost of electricity shall be calculated on the basis of the electricity quantity consumed and the rates provided for in the contract entered into between the Lessor and the electricity seller.

If the premises have not been provided with (a) separate electricity meter(s), the cost of electricity shall be calculated according to the area of the premises used by them out of the total area of the building. The electricity of public premises and outdoor lighting shall be added to the aforementioned cost in proportion to the area used by the Lessee. 10% shall be added to the total amount as the maintenance fee of the power system.

5. The Contract has been entered into without a term and it shall take effect upon signing.

6. The Premises shall be handed over to the Lessee on In order to characterise the repair of the Premises and to certify the transfer of the direct possession of the Premises, the Parties shall draw up a respective deed that forms Annex 2 to the Contract.

RIGHTS AND OBLIGATIONS OF LESSOR

7. The Lessor shall:

- 7.1. provide the Premises with power and heat under the terms and conditions and pursuant to the procedure set out in the Contract or later relevant agreements;
- 7.2. not interfere with the day-to-day economic activities of the Lessee;
- 7.3. allow for installation of the Lessee's visual advertising previously approved by the Lessor in writing on the doors of the Premises, bulletin boards and house guide;
- 7.4. inform the Lessee promptly of any and all power, communications and other public utilities' failures known to the Lessor and make reasonable efforts to eliminate the malfunctions;
- 7.5. inform the Lessee of circumstances which may hinder proper performance of the Contract;
- 7.6. provide the Lessee with services in accordance with Annex 1 to the Contract.

8. The Lessor shall review any and all complaints or proposals relating to the performance or interpretation of the Contract by the Lessee and reply to them in writing within five days of submission of the complaint or proposal.

9. The Lessor shall have the right to:

- 9.1. demand that the Premises are used according to their intended purpose, i.e. for activities specified in clause 1 of the Contract;
- 9.2. demand that minor repairs are carried out on the Premises, provided that there is an objective need for it.

OBLIGATIONS OF LESSEE

10. The Lessee shall:

- 10.1. use the Premises according to their intended purpose, i.e. for activities specified in clause 1 of the Contract, informing the Lessor of the circumstances which may damage the Premises;
- 10.2. use on the Premises and/or install there only such objects, equipment and systems (including security, television, telephone, computer and other systems) which comply with the quality, safety and other requirements arising from legislation, not disturb other users of the Building or damage the Building, incl. causing any vibration or noise exceeding the permitted limits, radio or television disturbances or dust, gas or radiation harming the surroundings or the environment or damaging the water supply, ventilation or sewerage systems or causing an overload of the power system or any other similar circumstances;
- 10.3. upon termination or expiry of the Contract, return the Premises in at least such repair as they were upon entry into the Contract, taking into account normal wear and tear;
- 10.4. adhere to fire safety, electrical safety, occupational health and safety and sanitary rules in the Building and on the Premises, keep them clean and in order, incl. making minor repairs and organising removal of specific waste generated by their activities;
- 10.5. ensure that the Lessee's employees park their cars in the prescribed places. The Lessor's approval is required for parking trucks and other similar means of transport in the territory adjacent to the building specified in clause 1;
- 10.6. grant the Lessor's representative unobstructed access to the Premises for the purpose of inspection of adherence to the terms and conditions of the Contract, provided that the Lessor's representative adheres to the rules established in connection with the production activities of the Lessee;

10.7. pay the rent and other fees and charges pursuant to the procedure and in the amount provided for in the Contract for the services provided by the Lessor;

10.8. without the Lessor's prior written approval, not sublet the Premises or allow them to be used by Third Parties, not assign the rights or obligations arising from the Contract to Third Parties. The Lessee shall not make any alterations or improvements to the Premises without the prior consent of the Lessor.

PROCEDURE FOR PAYMENT OF RENT

11. The Lessee shall pay the rent provided for in clause 3.1.1 of the Contract to the bank account indicated by the Lessor pursuant to the invoices issued by the Lessor.

Invoices for the rent and other services provided by the Lessor shall be issued on a monthly basis **no later than by the 10th date after the end of the month**. Payment shall be made in accordance with the terms and conditions and pursuant to the procedure provided for on invoices. The term for payment of an invoice shall be 14 days of the receipt of the invoice.

LIABILITY OF PARTIES

12. In the event of failure to adhere to the due dates set out in clause 11, incl. in the event of failure to adhere to the due dates of payment for the services provided by the Lessor in connection with the use of the Premises, the Lessor shall have the right to charge the Lessee default interest at the rate of 0.05% of the overdue amount per day of delay.

Upon settlement of a debt arising from the Contract before the Lessor, first the Lessee's debt relating to the obligation to pay the default interest shall be settled and only thereafter the debt relating to payment of the rent or the principal of the provided service(s).

13. On the date of termination of the Contract the Parties shall enter into a deed of termination of the Contract. The Lessee shall hand over the Premises to the Lessor in at least the state of repair that the Premises were in at the time when they were handed over to the Lessee as described in Annex 2 ("Deed of Delivery and Repair of Premises"), considering normal wear and tear. If the state of repair of the Premises does not comply with the aforementioned requirement, the Lessor shall have the right to demand that the Lessee bring them into compliance with the terms and conditions provided for in the Contract.

14. The Party at fault shall compensate for the damage and losses caused by a breach of the Contract in accordance with the Contract and the legislation in force in the Republic of Estonia.

15. Indirect damage and losses caused to one Party by another, incl. damage and losses in the form of revenue foregone shall not be compensated.

TERMINATION OF CONTRACT

16.1. This Contract shall terminate on an ordinary basis either by agreement between the Parties or upon unilateral cancellation of the Contract and the other Party shall be informed thereof no less than three months in advance.

16.2. The Lessor or the Lessee may cancel the Contract on an extraordinary basis in the cases and pursuant to the procedure provided for in § 313-319 of the Law of Obligations Act.

NOTICES

17. A Party shall inform the other Party of any and all substantial circumstances that may influence the performance of the obligations provided for in the Contract or the exercise of the rights arising from the Contract.

17.2. Informative notices which do not bring about any legal consequences when communicated to the other Party may be given by telephone, fax or e-mail.

17.3. The Party whose details have changed shall notify the other Party thereof immediately in writing.

FORCE MAJEURE

18.1. Failure to perform the Contract due to *force majeure* shall be deemed excusable if the Parties make an effort to prevent such a situation.

18.2. *Force majeure* means any unforeseeable event which is beyond the control of the Parties (incl. natural disasters, war, strike, riot, legislative amendments, etc.).

18.3. This provision does not release the Parties from making efforts for elimination of such reasons. The Parties shall continue performance of the contractual obligations as soon as such impediments have been eliminated.

18.4. *Force majeure* changes the time limits specified in the Contract by the period during which the performance of the Contract was interrupted due to these factors.

18.5. *Force majeure* must have been confirmed in accordance with the legislation in force in the Republic of Estonia.

18.6. If the Contract has not been performed due to *force majeure* within two months, the Parties shall have the right to terminate the Contract unilaterally.

CONFIDENTIALITY

19. A Party may disclose information contained in the Contract about the other Party only upon the prior written consent of the other Party. However, the Lessor may disclose the content of the Contract to organisations to which the Lessor is obligated to report.

FINAL PROVISIONS

20. Any disputes arising from the interpretation or performance of the Contract shall be subject to resolution by way of negotiations between the Parties. Upon failure to reach an agreement, the disputes shall be resolved in Tartu County Court.

21. Herewith the representatives of the Parties shall certify that by entry into the Contract they do not exceed their authorisation.

22. The Contract has been signed digitally.

DETAILS OF PARTIES

Lessor:
Tartu Science Park Foundation

Lessee:
.....

Reg. code 90001121
Riia 181a, Tartu 51014
Tel.:
E-mail:

Reg. code
..... Tartu
Tel.: +
E-mail:

.....

/signed digitally/

.....

/signed digitally/

Invoice for rent shall be sent to the e-mail address:

Fee-charging Services Provided to the Lessee by the Lessor

Tartu,

Additional fee-charging services

1. Maintenance of leased and public communications channels (telephone lines within the building, public fax machine). The Lessee shall have an opportunity to use the Lessor's computer network; the maintenance and Internet connection of the network shall be organised by **OÜ Geenet, Tartu, tel.+ 372 52 40480**.
2. Photocopying and printing of documents – the price for one copy is **0.05** cents plus VAT and the price for photocopying and printing of one coloured document is **0.20** cents plus VAT.
3. Rental of seminar room (for tenants): **6.00 EUR/h** + VAT, rental of seminar room per day **42.00 EUR**.
4. Rental of the data projector: **19.00 EUR** a day + VAT.

Lessor:

Lessee:

Tartu Science Park Foundation

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Deed of Delivery and Repair of Premises

Tartu

This Deed has been drawn up to certify that the Lessor – Tartu Science Park Foundation – transferred the possession and the Lessee – – received rooms no. and no. with an area of m² located on the ground floor of the building at Riia 185 and to be leased as determined in Lease Contract No.

The repair of the Premises upon delivery:

The Premises are in good repair.

Lessor:

Tartu Science Park Foundation

Lessee:

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INFORMATION!

Telephone numbers of Tartu Science Park Foundation

1.	Toomas Noorem	Managing Director Riia 181A		+372 50 37829
2.	Malle Tennisson	Personnel Manager Riia 185	+372 7 383 005	+372 53096712
3.	Anne Raudsaar	Chief Accountant Riia 185	+372 7 476 877	+372 53096830
4.	Andres Linnasmägi	Building Manager		+372 50 59565

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