

COWORK SPACE

TERMS AND CONDITIONS





ARTICLE 1 Scope

These Terms and Conditions aim to define access and operating rules of the Cowork space, as well as the registration and use of all services.

ARTICLE 2 Goals

1. COWORK's main objective is to support entrepreneurs, new companies and professionals in the process of developing and consolidating their projects and activities, providing access to services, workspace and integrated solutions that facilitate their implementation and growth in the market.
2. In addition to that mentioned in the previous number, COWORK users, hereinafter referred to as coworkers, are also given privileged access to a set of partner entities, providing and facilitating the quick insertion in the business context and respective implementation of the project and activity.

ARTICLE 3 Modalities and Included Services

1. The COWORK Space can be used in the following packages:
 - a) 4Test (On a trial basis, for a consecutive period of 30 days);
 - b) 4Work4D (Daily);
 - c) 4Work4W (Weekly);
 - d) Business ON Base (Annually);
 - e) Business ON Plus (Annually);
 - f) Business ON Virtual (Annually).
2. In the **COWORK 4Test** package, the following services are included:
 - a) Unlimited landline phone use to Portuguese landline numbers;
 - b) Unlimited use of Internet (Wi-fi / Cable);
 - c) Access to micro-wave, fridge and electric kettle and other commodities for small meals at the shared “take a break” spaces;
 - d) Access to a coffee vending machine, soluble drinks and snacks;
 - e) Access to the “take a break” areas of Floors 1 and 2;



- f) Electric power, air conditioning and toilets;
 - g) Maintenance and cleaning of common areas and external spaces;
 - h) Access to outdoor (public) parking;
 - i) Shared desk;
 - j) Shared printer, for scanning purposes only.
3. In the **4Work4D** package, the following services are included:
- a) Unlimited landline phone use to Portuguese landline numbers;
 - b) Unlimited use of Internet (Wi-fi / Cable);
 - c) Access to micro-wave, fridge and electric kettle and other commodities for small meals at the shared “take a break” spaces;
 - d) Access to a coffee vending machine, soluble drinks and snacks;
 - e) Access to the “take a break” areas of Floors 1 and 2;
 - f) Electric power, air conditioning and toilets;
 - g) Maintenance and cleaning of common areas and external spaces;
 - h) Access to outdoor (public) parking;
 - i) Shared desk;
 - j) Reception and administrative support;
 - k) Shared multifunction printer:
 - i. B&W copies - 0,05€/unit (A4) and 0,10€/unit (A3);
 - ii. Color copies - 0,20€/unit (A4) and 0,40€/unit (A3);
 - l) Meeting room not equipped (30 min included);
 - m) Access to workshops and networking initiatives.
4. In the **4Work4W** package, the following services are included:
- a) Unlimited landline phone use to Portuguese landline numbers;
 - b) Unlimited use of Internet (Wi-fi / Cable);
 - c) Access to micro-wave, fridge and electric kettle and other commodities for small meals at the shared “take a break” spaces;
 - d) Access to a coffee vending machine, soluble drinks and snacks;
 - e) Access to the “take a break” areas of Floors 1 and 2;
 - f) Electric power, air conditioning and toilets;
 - g) Maintenance and cleaning of common areas and external spaces;
 - h) Access to outdoor (public) parking;
 - i) Shared desk;



- j) Drawer unit;
 - k) Reception and administrative support;
 - l) Shared multifunction printer:
 - i. B&W copies - 40 copies (A4);
 - ii. B&W extra copies - 0,05€/unit (A4) and 0.10€/unit (A3);
 - iii. Color copies - 0,20€/unit (A4) and 0.40€/unit (A3);
 - m) Meeting room not equipped (3 hours included);
 - n) Access to workshops and networking initiatives.
5. In the **Business ON Base** (Annually) package, the following services are included:
- a) Use of the address of the facilities of the Science and Technology Park of São Miguel for the purpose of its registered office;
 - b) Unlimited landline phone use to Portuguese landline numbers;
 - c) Unlimited use of Internet (Wi-fi / Cable);
 - d) Access to micro-wave, fridge and electric kettle and other commodities for small meals at the shared “take a break” spaces;
 - e) Access to a coffee vending machine, soluble drinks and snacks;
 - f) Access to the “take a break” areas of Floors 1 and 2;
 - g) Electric power, air conditioning and toilets;
 - h) Maintenance and cleaning of common areas and external spaces;
 - i) Access to outdoor (public) parking;
 - j) Access to private covered parking - 1 space;
 - k) Shared desk;
 - l) Drawer unit;
 - m) Reception and administrative support;
 - n) Shared multifunction printer:
 - i. B&W copies - 120 units;
 - ii. B&W extra copies - 0,05€/unit (A4) and 0.10€/unit (A3);
 - iii. Colour copies - 0,20€/unit (A4) and 0.40€/unit (A3);
 - o) Meeting room not equipped (9 hours included);
 - p) Access to workshops and networking initiatives.
6. In the **Business ON Plus** (Annually) modality, the following services will be available:



- a) Use of the address of the facilities of the Science and Technology Park of São Miguel for the purpose of its registered office;
 - b) Unlimited landline phone use to Portuguese landline numbers;
 - c) Unlimited use of Internet (Wi-fi / Cable);
 - d) Access to micro-wave, fridge and electric kettle and other commodities for small meals at the shared “take a break” spaces;
 - e) Access to a coffee vending machine, soluble drinks and snacks;
 - f) Access to the “take a break” areas of Floors 1 and 2;
 - g) Electric power, air conditioning and toilets;
 - h) Maintenance and cleaning of common areas and external spaces;
 - i) Access to outdoor (public) parking;
 - j) Access to private covered parking guaranteed - 1 space;
 - k) Individual desk;
 - l) Cabinet and security key;
 - m) Reception and administrative support;
 - n) Shared multifunction printer:
 - i. B&W copies - 200 units;
 - ii. B&W extra copies - 0,05€/unit (A4) and 0.10€/unit (A3);
 - iii. Color copies - 0,20€/unit (A4) and 0.40€/unit (A3);
 - o) Meeting room not equipped (12 hours included);
 - p) Access to workshops and networking initiatives.
7. In the **Business ON Virtual** (Annually) package, the following services are included:
- a) Use of the address of the facilities of the Science and Technology Park of São Miguel for the purpose of its registered office;
 - b) Unlimited landline phone use to Portuguese landline numbers;
 - c) Unlimited use of Internet (Wi-fi / Cable);
 - d) Access to micro-wave, fridge and electric kettle and other commodities for small meals at the shared “take a break” spaces;
 - e) Access to a coffee vending machine, soluble drinks and snacks;
 - f) Access to the “take a break” areas of Floors 1 and 2;
 - g) Electric power, air conditioning and toilets;
 - h) Maintenance and cleaning of common areas and external spaces;
 - i) Access to outdoor (public) parking;



- j) Access to a free 9-hour meeting room bank per month (subject to booking and not cumulative in the next months);
 - k) Access to a 15 hours per month to the COWORK physical space (in hotdesking and subject to availability);
 - l) Administrative support [mail reception and forwarding (1/month via regular mail)], telephone assistance, message registration and reporting;
 - m) Shared desk:
 - i. B&W copies - 120 units;
 - ii. B&W extra copies - 0,05€/unit (A4) and 0,10€/unit (A3);
 - iii. Color copies - 0,20€/unit (A4) and 0,40€/unit (A3);
 - n) Access to workshops and networking initiatives.
8. The packages referred to in the paragraphs a) to c), from point 1 of the present article, are exempted of contract, being the space assigned after the written and signed acceptance of these Terms and Conditions and the General Terms and Conditions of the Park.
9. In the packages referred to in the paragraphs d) to f) from point 1 of the present article, the contract shall cover a period of one year, renewable for equal periods, if none of the parties decide to terminate until 30 days before its end.
10. The allocation of human resources at once must respect the following:
- a) In 4Test, 4Work4D and 4Work4W packages - 1 human resource;
 - b) In Business On Base package - up to 2 human resources;
 - c) In Business On Plus package - up to 3 human resources.

ARTICLE 4 Applicants

For the COWORK packages referred to in the previous article, liberal professionals or companies may apply, already in activity or beginning a business activity, all applications being subject to analysis by an Analysis Committee, appointed by the NONAGON Board of Administrators.



ARTICLE 5 Application and Selection

1. In modalities 4Test, 4Work4D and 4Work4W, the applicant should send an e-mail to cowork@nonagon.pt to request the use of the COWORK Space indicating the package he/she is applying for, as well as the start and end date.
2. The application procedure, in Business On Base, Plus and Virtual packages, starts with filling in the [application form](#).
3. In Business On Base, Plus and Virtual packages, the submitted application will be subject to appreciation by the Analysis Committee, referred to in article 4, which will propose to the administration of NONAGON the admission or not.
4. The Analysis Committee reserves the right to request additional data for the purposes of assessing applications.
5. To benefit from the Business On Base, Plus and Virtual packages applicants must meet the following:
 - a) Have not been convicted of an offence concerning their professional conduct and honour by a judgment which has the force of res judicata, for participation in the activity of a criminal organization, corruption, fraud or money laundering in the case of individuals, or, in the case of legal persons, the members of its governing bodies of the administration, board or management have not been convicted for those crimes and are in effective functions;
 - b) Have a regularized situation towards the tax administration and social security in Portugal.
6. Other causes for non-admission are:
 - a) Workspace depletion;
 - b) The exercise of activities that may condition the normal operation of open space.
 - c) Not allocating a full-time human resource that physically benefits from the COWORK Space in the Business On Base and Plus packages. If the applicant wishes to benefit from the NONAGON services remotely, the Business On Virtual modality or the STARTUP Virtual typology may be of interest.
7. Applications take place continuously, with priority for integration according to the order of submission and, in the event of a tie, according to the degree of adequacy for the following areas of activity:



- a) Research and development or technological innovation;
 - b) Scientific and technological considered priorities in the PARK context, such as Information and Communication Technologies, and scientific and technological areas considered complementary, namely Aeronautics, Agribusiness, Environment, Electronics, Biotechnology and Health Sciences, Communication and Media, Sea Economy, Energy Efficiency, Creative Industries, Tourism;
 - c) Technology and science based support to the business community;
 - d) Human Resources Training in the fields mentioned on paragraph b);
 - e) Promotion and dissemination of science, technology and innovation.
8. The Analysis Committee proposes the space allocation and the execution of the contract to the administration of NONAGON, which must be approved within a maximum period of 30 days from the application submission date.
 9. The allocation of the COWORK Space is notified to the candidate, who has a maximum period of 15 working days, under penalty of expiration of the application, to:
 - a) Deliver the documents requested by NONAGON;
 - b) Deliver the security deposit referred to in article 7 of the present Terms and Conditions, only in the Business On Base and Plus modalities;
 - c) Conclude the term of acceptance or contract referred to in paragraphs 8 and 9 of article 3 of this Terms and Conditions.
 10. Both the Analysis Committee and the Board of Administrators of NONAGON guarantee the safeguard and confidentiality of the submitted data.

ARTICLE 6 Payment

1. To use the space, coworkers shall pay NONAGON administration the values listed in the price list, as listed in ANNEX I.
2. The amount referred to in the previous paragraph is billed under the following conditions:
 - a) For daily or weekly occupation, the invoice is issued on the first day of occupation of the COWORK Space, and the payment is made in cash or through proof of bank transfer to the account held by the



administration of NONAGON with the IBAN PT50.0033.0000.45419423270.05, until the last day of occupation.

- b) For annual occupation, the issued invoice will be on the first business day of the month to which it relates and must be paid within eight days of receipt of the invoice, by bank transfer to the account held by the administration of NONAGON with the IBAN PT50.0033.0000.45419423270.05.
- 3. Not paying the due payment, within the period established in the preceding paragraphs, gives the right of NONAGON administration to charge interest for late payment, which shall be debited.

ARTICLE 7 Security Deposit

- 1. To guarantee the punctual and full fulfilment of the obligations of the contract in the Business ON Base and Business ON Plus packages, coworkers provide, before the contract closure, a security deposit corresponding to one month of payment.
- 2. The security deposit is provided by bank deposit, bank guarantee or surety bond.
- 3. The security provided by deposit must be made to the bank account held by the Administration of NONAGON with the IBAN PT50.0033.0000.45419423270.05.
- 4. The administration of NONAGON may deduct from the security deposit provided under paragraph 2 of this article or execute it in the necessary part, whenever the coworkers are in payment delay.

ARTICLE 8 Working Hours and Use of Shared Equipment and Circulation Areas

- 1. The COWORK office hours correspond to the period between 9:00 a.m. and 8:00 p.m., on working days, nonetheless working hours of Nonagon may apply. The administration reserves the right to change the timetable.
- 2. The use of the assigned space and services is reserved for the coworkers and their and / or guests, under these Terms and Conditions.
- 3. All shared equipment and space must be kept clean and in good conditions.
- 4. The meeting and training rooms at NONAGON are available for use by coworkers and their clients or guests, by prior appointment and availability.



5. Each package includes free meeting rooms usage up to the limits established in article 3 of the present Terms and Conditions.
6. All users must make efficient use of common-use equipment, light and water, as well as communications, as provided in the Nonagon's Communications and Network Systems Responsible Use Policy.

ARTICLE 9 Publicity

For advertising purposes, promotion and dissemination of activities related to the COWORK Space, the Administration of NONAGON can use the brand or company name of the coworker, abdicating the last of any compensation for its use.

ARTICLE 10 COWORK Space Keys

1. When installing in the COWORK Space, the Coworker will receive a RFID (Radio-Frequency Identification) access key granting access to general space and a key to its drawer unit, depending on the type, as applicable on ANNEX I, being its sole responsibility the protection and maintenance, including the production of copies, their distribution and any fact associated with them, albeit by mere negligence.
2. In the event of loss or negligent use causing irreversible damage, the replacing cost will be charged to the coworker.

ARTICLE 11 Contractual Resolution

1. All obligations and usufruct of services provided by the NONAGON will be considered automatically terminated when one or more of the following situations are verified:
 - a) Non-compliance with these Terms and Conditions;
 - b) Failure to pay the administration of NONAGON under the terms of paragraph 6 of article 6;
 - c) By initiative of the coworker, properly justified, at least 30 days in advance;
 - d) Undue behaviour in the use of shared equipment;
 - e) The non-use of the assigned space for a period superior to 8 consecutive or interpolated working days, without justification, applicable only in Business On Base and Business On Plus packages.



2. For the purposes of paragraph 1, the Administration of NONAGON shall communicate to the coworker by letter or other means deemed convenient, the termination of the services provided, taking effect from the date of signature of such notice or communication, notifying also the obligation to return the related keys (RFID and drawer unit).
3. If the coworker do not return the keys referred to in the previous number, NONAGON will take the necessary steps to replace them, and the coworker will be responsible for all expenses related to the replacement.

ARTICLE 12 Final Dispositions

1. The Administration of NONAGON is not be responsible under any circumstances for the activity carried out by the coworkers, and it is only responsible for ensuring that the conditions set out in these Terms and Conditions are assured for the development of its activities.
2. The Administration of NONAGON cannot be liable in civil or legal cases, in any case, for non-compliance with the fiscal, labour, social security, social and commercial obligations, which are the responsibility of the coworkers vis-à-vis their suppliers, employees and any third parties.
3. Due to the nature of the COWORK space, no improvements or adaptation works are allowed.
4. It is the sole responsibility of the coworkers to safeguard the security of the movable property used in their activity at NONAGON.
5. In the 4Test package, the maximum trial period must be used continuously, and as such it is not possible to divide it into several periods.
6. Mail in the Business On Base, Plus and Virtual packages will be kept for a maximum period of one month, after which it is destroyed, and, in the case of Business On Virtual modality, mail can be forward once a month to an address given by the coworker.
7. The cases omitted in these Terms and Conditions and doubts in their interpretation should be directed to the Administration of NONAGON.
8. These Terms and Conditions are subject to periodic reviews.



ANNEX I

AVAILABLE SERVICES AND PRICES BY COWORK PACKAGE

Services	4Test	4Work4D	4Work4W	Business ON BASE	Business ON PLUS	Business ON Virtual
Communication Services						
Unlimited landline phone use to Portuguese landline numbers	✓	✓	✓	✓	✓	✓ ⁽⁵⁾
Unlimited use of Internet (wi-fi)	✓	✓	✓	✓	✓	✓ ⁽⁵⁾
Comfort, well-being and common spaces						
Access to micro-wave, fridge and electric kettle and other commodities for small meals at the shared “take a break” spaces	✓	✓	✓	✓	✓	✓ ⁽⁵⁾
Access to coffee, soluble drinks and snacks vending machines	✓	✓	✓	✓	✓	✓ ⁽⁵⁾
Access to the “take a break” spaces of Floor 1 and 2	✓	✓	✓	✓	✓	✓ ⁽⁵⁾
Electric Power, AC and toilets	✓	✓	✓	✓	✓	✓ ⁽⁵⁾
Maintenance and cleaning of common spaces	✓	✓	✓	✓	✓	✓ ⁽⁵⁾
Outdoor parking	✓	✓	✓	✓	✓	✓ ⁽⁵⁾
Access to private covered parking guaranteed	-	-	-	✓	✓	-
Administrative equipment						
Shared Desk	✓	✓	✓	✓	-	15h/month ⁽²⁾
Individual Desk	-	-	-	-	✓	-
Drawer Unit + Security Key	-	-	✓	✓	-	-
Cabinet + Security Key	-	-	-	-	✓	-
Shared Multifunction Printer	✓ ⁽¹⁾	✓	✓	✓	✓	✓ ⁽⁵⁾
Black and White Copies (B&W)	-	-	40	120	200	120
B&W Copies (per extra unit)	n/a	0,05€ (A4) / 0,10€(A3)				
Color Copies (per unit)	n/a	0,20€ (A4) / 0,40€(A3)				



Registered office, dissemination and secretariat						
Reception and Administrative Support	-	✓	✓	✓	✓	✓
Mail forwarding	-	-	-	-	-	Once a month
Logo and name on the web page	-	-	-	✓	✓	✓
Internal mail distribution	n/a	n/a	n/a	✓	✓	✓
Use of address as registered office	n/a	n/a	n/a	✓	✓	✓
Meetings, training and conferences						
Meeting room not equipped (<i>usage time included</i>)(^{2;3})	-	30 min	3h	9h	12h	9h
Meeting room not equipped: price per hour / price per hour in addition to the included time (Max. 12 people) (^{2;3})	-	(4)	(4)	(4)	(4)	(4)
Meeting / training rooms equipped or not (^{2;3})	-	(4)	(4)	(4)	(4)	(4)
Auditorium (<u>booking required</u>)	-	(4)	(4)	(4)	(4)	(4)
Equipment rental (computers, projectors, other)	-	(4)	(4)	(4)	(4)	(4)
Other services						
Access to workshops and networking actions	✓	✓	✓	✓	✓	✓
<div>Free20€⁽⁶⁾48€⁽⁶⁾70€⁽⁶⁾120€⁽⁶⁾70€⁽⁶⁾</div>						

¹ For scanning purposes only

² Subject to prior booking and availability

³ Multimedia equipment not included. See Annex III

⁴ See Annex III

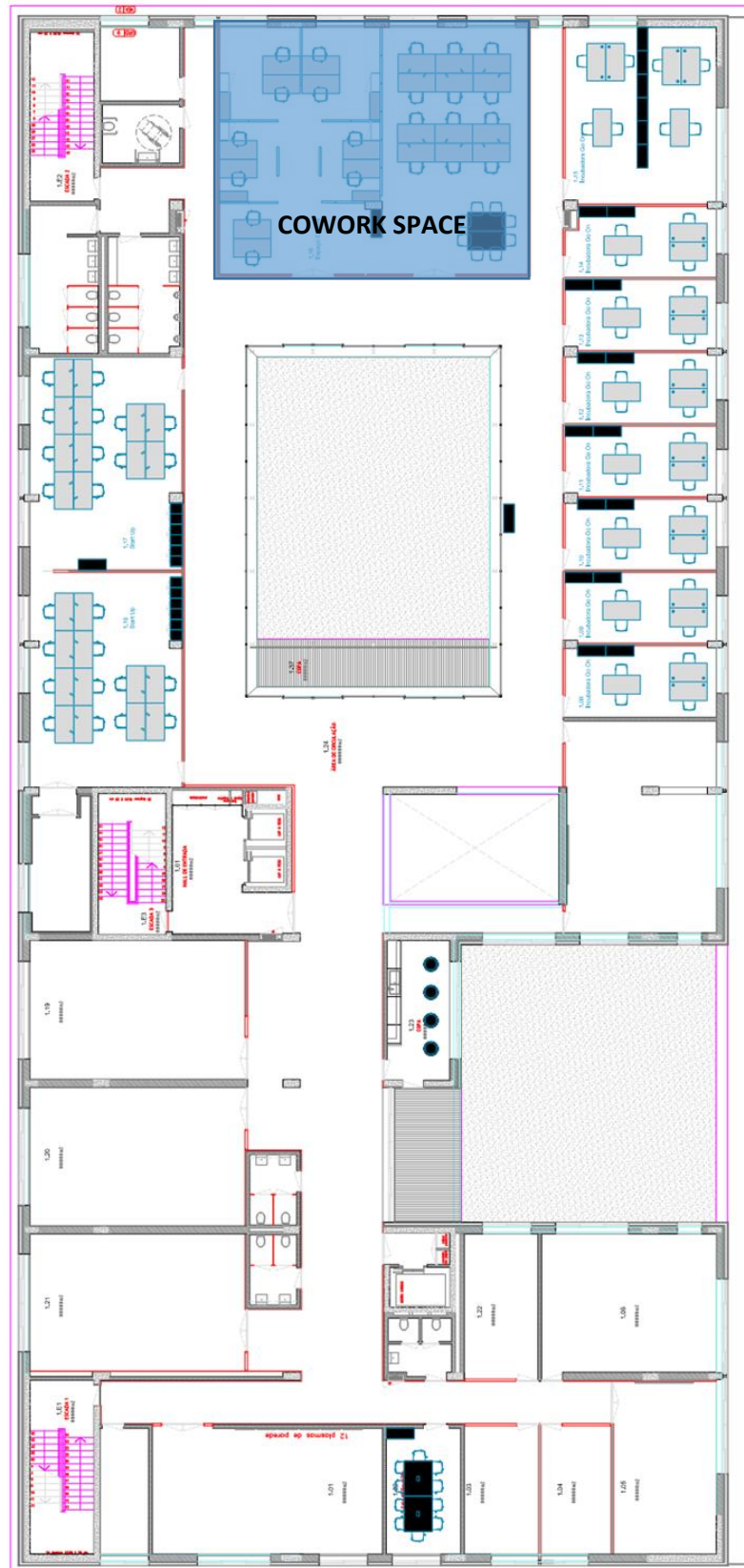
⁵ Only applicable when using the physical infrastructure of the COWORK Space

⁶ The legal VAT rate in force must be added to the indicated prices



ANNEX II

LOCATION OF THE COWORK SPACE





ANNEX III

AUDITORIUM, TRAINING AND MEETING ROOMS AND EQUIPMENT PRICE TABLE

Rooms and Auditorium Rental

Rooms	Area (m2)	Maximum Capacity ¹	No Equipped Room			Fully Equipped Room (data-show e projection screen)			% Internal Discount
			Hourly Rate	Half Day Price (4h)	Full Day Price (8h)	Hourly Rate	Half Day Price (4h)	Full Day Price (8h)	
TESARAC Auditorium	490,5	260	-	220,00 €	435,00 €	-	-	-	50%
Explorer	30,69	12	8,50 €	30,00 €	55,00 €	9,00 €	35,00 €	60,00 €	20%
Apollo	30,69	12	8,50 €	30,00 €	55,00 €	9,00 €	35,00 €	60,00 €	20%
Viking	68,18	25 (U)	10,00 €	35,00 €	60,00 €	12,00 €	42,50 €	75,00 €	20%
Lunna	70,12	25 (U)	10,00 €	35,00 €	60,00 €	12,00 €	42,50 €	75,00 €	20%

¹ Maximum capacity varies depending on the room layout.

Equipment and Services Rental

Equipments and Services	Prices			Observations	% Internal Discount
	Hourly Rate	Half Day Price	Full Day Price		
Fixed/mobile microphone	2,00 €	8,00 €	16,00 €		25%
Data Show + White Screen + Pointer	2,00 €	8,00 €	12,00 €		25%
Television	2,00 €	8,00 €	16,00 €		25%
Computer	1,00 €	2,50 €	5,00 €	Up to 15 computers.	25%
Videoconference	18,75 €	75,00 €	150,00 €		25%
Simultaneous Translation	Upon Request	Upon Request	Upon Request		25%
Technical Assistance	30,00 €	120,00 €	240,00 €	Only for Nonagon equipment. It increases by 50% outside opening hours and, in 150% on Sunday.	25%



Other Equipment and Services Rental

Equipments e Services	Prices	Observations
Flipchart	12,00 €	Per pad of paper
A4 Copies – B&W	0,05 €/unit	
A4 Copies - Color	0,20 €/unit	
A3 Copies – B&W	0,10 €/unit	
A3 Copies - Color	0,40 €/unit	
Pulpit	Free	
Flag Bearers	Free	
Late change of provision of spaces	20% increase over the total of costs	
Cleaning of used spaces / Used spaces cleaning	10,00€/hour	7:00 a.m. to 9:00 p.m.
	15,00€/hour	9:00 p.m to 07:00 a.m
	20,00€/hour	7:00 a.m. to 9:00 p.m. onsundays and holiday events
	30,00€/hour	9:00 p.m to 07:00 a.m on sundays and holiday events
Building Reception, Surveillance and Security	16,07€/hour	6:00 a.m. to 9:00 p.m.
	20,11€/hour	9:00 p.m. to 06:00 a.m.
	32,24€/hour	6:00 a.m. to 9:00 p.m. at holiday events
	36,23€/hour	9:00 p.m. to 06:00 a.m. at holiday events

Note: VAT must be added to all indicated values at the legal rate in force.