# Quattro Business Park Building D

## **Rules of order**



**As of:** 03/2022

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#### INTRODUCTION

## 1.1. Definitions

- "Quattro Business Park" or the "Complex" is a complex of office and service buildings, marked with capital letters A, B, C, D and FIVE together with a stand-alone, multi-storey car park "P", complete with the associated technical infrastructure, located in Kraków in the area of Aleja Gen. Tadeusza Bora-Komorowskiego,
- "Building D" or the "Building" is an office and service building, fourteen-storey high, forming part of the complex of buildings that is called the "Quattro Business Park Complex,"
- "Rules of Order" or the "Rules" mean this document, with Enclosures hereto,
- "Lessor" means (as of the date hereof) a company named QUATTRO BUSINESS PARK SP. Z O. O., with registered office in Warsaw, (00-105) TWARDA 18 St.
- "Property Manager" means (as of the date hereof) a company named GPRE Property Management Sp. z o.o., with registered office in Warsaw, (00-105) TWARDA 18 St.
- "Tenant" means an entity, bound with the Lessor by virtue of a tenancy agreement, lease agreement or any other agreement, based on which the Lessor has transferred to the Tenant for use an office or service space, or any other space (and/or parking places) in the Complex,
- "User" means the Tenant, its employees, associates, visitors, customers, sub-lessees of the Premises, providers of services for the Complex (including the Tenant), as well as other persons and entities, which use the "Quattro Business Park" Complex,
- "Lease Agreement" means tenancy agreement, lease agreement or any other agreement, based on which the Lessor has transferred to the Tenant for use an office or service space, or any other space (and/or parking places) in the Complex,
- "Tenant's Premises" or the "Premises" means premises leased by the Lessor to the Tenant based on the Lease Agreement (also referred to as the "Object of Lease" or "Space Transferred to the Tenant"),
- "Security Centre" means the main station of operational supervision (24 hrs a day) over technical and safety systems installed in the Building (in the Complex), which receives alarm signals concerning, inter alia, fire hazard, power failures, break-ins into the Complex buildings,
- "Car parks" mean overground and underground parking places, including also a stand-alone multi-storey parking garage "P", located within the Complex. That notion shall also encompass bicycle and motorcycle parking places.

## 1.2. Objectives

These Rules of Order have been developed with the aim of:

- a) establishing basic rules and procedures, which shall be mandatory in the Building and in the Complex, and which shall affect correct and efficient management and use thereof,
- b) introducing the Complex Users to those rules and procedures,
- c) providing general information on the Complex and services offered under the Complex management scheme.

In the event of a contradiction between the contents of the Lease Agreement and these Rules, the provisions of the Lease Agreement shall prevail and be binding. Following the Tenant's request, upon delivery of the Premises to the Tenant, the Property Manager shall brief maximum two (2) persons appointed by the Tenant on main provisions hereof.

## 1.3. Periodic updating of the Rules

As far as the Tenant is concerned, the Rules shall come into effect as of the day of take-over of the Premises by the Tenant. The major part of the Rules shall generally be available and shall be put for perusal in the Reception Desk of Building "D". The Lessor and the Property Manager reserve the right of periodic updating of the Rules, making amendments, and setting out additional principles and procedures, which they deem to be necessary for the correct and efficient management of the Building and the Complex. Any changes in the Rules shall be binding upon the Tenant after fourteen (14) days from notification of the Tenant on the contents of those changes. In exceptional situations, having in mind the efficient management of the Building and the Complex, the Property Manager may waive principles provided for in these Rules.

#### 1.4. Observance of the Rules

Provisions of the Rules of Order shall be binding upon all users of the "Quattro Business Park" Complex. The Complex User shall be obligated to become familiarized with the contents hereof, to observe provisions thereof, and to obey instructions issued by the Property Manager in compliance herewith. The Tenant should ensure that all its employees, associates, as well as visitors, customers, sub-lessees of the Premises and service providers observe the provisions hereof. The Complex User should assist the Property Manager in the implementation of provisions hereof.

The Lessor and the Property Manager inform that the Complex User shall be liable for damages to persons or property, which were caused as a result of failure to observe these Rules of Order.

#### 2. BASIC INFORMATION ABOUT THE COMPLEX

#### 2.1. Location

The "Quattro Business Park" Complex is located in Kraków, at Aleja Gen. Tadeusza Bora - Komorowskiego 25.25A, 25B, 25C, 25D, 27.

A well-developed communication network in this area, including several bus lines, allows you to reach the city center in 15 minutes.

Access by public transport:

Bus lines:

125, 128, 129, 132, 138, 139, 142, 152, 159, 172, 182, 184, 189, 192, 193, 250, 260, 267, 270, 429, 439, 482, 484, 501, 511, 601, 608, 611.

Access to local amenities:

In the vicinity of the Complex there are: Water Park, Hotel Swing, Serenada Shopping Center, Krokus Shopping Center, Multikino,

## 2.2. Description

Quattro Business Park is a complex of office and service buildings, marked with capital letters A, B, C, D and FIVE complete with a stand-alone multi-storey car park "P" (diagram of the Complex area development: see the map below). The Complex is composed of the following:

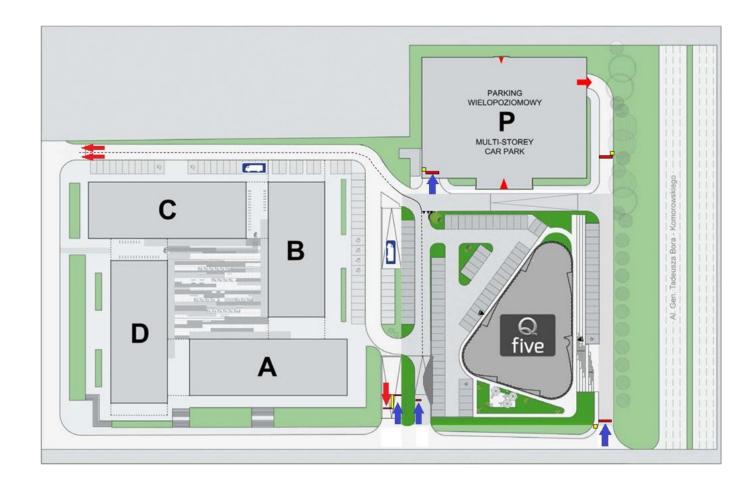
- four office and service buildings, each fourteen-storey high (plus one underground storey with an underground garage),
- one office and service building, seven-storey high (plus one underground storey with an underground garage),
- courtyard (atrium) between the buildings, park furniture elements (benches, greenery).
- surface car parking places,
- stand-alone, multi-storey car park "P",
- technical infrastructure assigned to the above referenced facilities.

Particular storeys in office and service buildings shall be intended for the following use:

- underground storey: an underground garage (single level) and technical rooms, including store rooms,
- ground floor: office and service premises for lease, entrance hall, Reception Desk area, horizontal emergency escape routes,
- overground floors: office premises for lease,
- roof: technical premises with equipment to operate the building, and the technical mast.

Office and service buildings A, B, C, D and FIVE will finally have the total leasable area of ca.  $58 \cdot 354 \text{ m}^2$ .

The Complex has been designed by Autorska Pracownia Architektury Kuryłowicz & Associates design office.



## 2.3. Rules regarding the use of the Complex name, address, logo, and image

The Tenant shall not have the right to use the address and the name of the Building and the Complex for any other purposes than mail addressing, or to act on behalf of the Quattro Business Park Complex. Having vacated the leased space, the Tenant shall not be authorized to use the address and the name of the Building and the Complex; the Tenant may also not use their images in any advertisement and information folders.

Without a prior consent of the Lessor, it shall be forbidden to photograph or film the common areas of the Building and the Complex. Also, any use of the image of the Building or the Complex for the purposes of e.g. film production shall require a prior consent of the Property Manager.

Possible names related to the Complex that may be used by the Tenant (at its choice):

- Quattro
- Quattro Business Park
- Quattro Business Park Complex
- Quattro Business Park Office Complex

The Tenant undertakes that when using the logo or the image /visualisation of the Building or the Complex in advertising, information and other materials (e.g. aimed at identification of the Tenant's Premises within the Complex), the Tenant shall do so in the manner set out hereinabove at all times.

#### 3. THE PROPERTY MANAGER

## 3.1. Basic information

The Building management services (including car park management services) shall be provided by GPRE Property Management Sp. z o.o., a company with registered office in Warsaw (00 – 105), Twarda 18 St.

The Complex Users may count on the Property Manager's personnel in obtaining information and assistance in solving their daily problems, or obtaining consent for the implementation of non-standard solutions in the Building and in the Complex.

The Property Manager shall be responsible for, among other things, constant monitoring of the property's operation, coordination and supervision of services provided by providers and subcontractors, preparation of operating budgets, settlement of service charges, and contacts with the Tenants.

## 3.2. How to contact the Property Manager

Name of the Property Manager and its address:

GPRE Property Management Sp. z o. o. UI. Twarda 18 00 – 105 Warszawa

#### **Property Managers:**

Aleksandra Mrowiec Tel.: 662 344 594

E-mail: aleksandra.mrowiec@globalworth.pl

Aleksandra Śleziak Tel.: 660 540 525

E-mail: aleksandra.sleziak@globalworth.pl

To facilitate contacts with the Property Manager, upon signing of the Premises take-over report, the Tenant shall receive a list of useful telephone numbers.

## 3.3. Helpdesk: rules of reporting defects and failures by the Tenant

In the event that a defect or a failure has occurred (the "incident"), the Tenant should contact the maintenance service of the Building in order to report the incident and set the time or date of fixing it.

- a) Incidents should be reported in writing:
  - recommended form: by means of an e-helpdesk programme for reporting failures and monitoring their current processing status
- b) In case of serious and emergency incidents, the Tenant should report them additionally by phone (*Hotline*):

- between 8:00 am and 5:00 pm, Monday to Friday: to the Property Manager,
- after 5:00 pm, and additionally on Saturdays, Sundays and holidays: to phone number 12 290 3111 (a call is answered by the Security Centre, which will later inform the maintenance technician on duty after regular working hours, the so-called "emergency maintenance service").
- c) In order to enable registering defects and failures:
  - the Tenant should confirm in writing (via electronic mail) its incident reporting made by phone (within 24 hrs at the latest), by sending an e-mail with the incident report.

After the defect has been rectified, an information on its rectification will be sent to the Tenant's representative via electronic mail. In the event that within two (2) working days from sending an information about the defect rectification to the Tenant the chief of the maintenance team does not receive a relevant confirmation from the Tenant, the defect will be considered to have been eliminated.

The Lessor reserves that in the event of works and/or repairs, which have been commissioned by the Tenant to be performed by the maintenance service, and which, in accordance with the signed Lease Agreement, should have been performed by the Tenant, costs resulting from the performance thereof shall be charged to the Tenant. Moreover, the Lessor reserves that the maintenance service may refuse performing said works.

## 3.4. Handyman services

Handyman services will be available in the Building on working days, offering minor repairs and maintenance works to be performed in the Tenants' premises against payment. The services will be provided by the Building maintenance team, upon the Tenant's order, in the shortest time limit possible. Minor maintenance works ordered by the Tenant may be performed by the maintenance service of the Building, however, with reservation that they can be performed on the first-come, first-served basis, after all defects and breakdowns in the Building have been removed and upon the completion of running technical works related to the operation of the Building and of the Complex. The Lessor reserves that in the event of a large quantity of current works related to the operation of the Building and of the Complex, the maintenance service may refuse to perform the said works as ordered by the Tenant.

#### 4. RULES OF ACCESS TO THE BUILDING

#### 4.1. Basic information

Access to Building "D" in the "Quattro Business Park" Complex will be controlled electronically by means of the access control system, hence all authorized persons will be required to hold access control cards. The access control system will be supervised by the Building and the Complex security personnel. The access control cards is assigned to a specific person, so it shall be forbidden to lend them to third persons. The employees of the Tenant shall be authorized to enter the Building (the Complex) 24 hours a day and 7 days in a week by means of valid access control cards.

Data concerning human traffic and those obtained from the access control system in the Building shall be kept by the Lessor for the period of twelve (12) months and made available to the Tenants only based on a written and justified application.

If a need arises to install additional alarm systems, the Property Manager will help the Tenant in adjusting those systems to the overall access control system in the Building and in the Complex. Installation of additional alarm systems shall require previous consent of the Lessor or of the Property Manager.

## 4.2. Reception Desk in the Building

A reception desk (hereinafter referred to as the "Reception Desk") will be located on the ground floor of Building "D." It will focus main personnel, visitor and goods traffic control. Services related to the operation of the Reception Desk will be performed from Monday to Friday, in hours to be determined by the Property Manager, based on information obtained from the Tenants and based on economic factors, however for a period not shorter than from <u>8.00 am to 6.00 pm</u>. Beyond those hours, as well as on Saturdays, Sundays and holidays, the Reception Desk will be manned by security personnel. The Reception Desk services shall include the following:

- provision of information related to the Building/ the Complex.
- keeping record of visitors entering and leaving the Building,
- solving current problems connected with visitors in the Building /the Complex,
- cooperation with the security personnel, maintenance crew and cleaners, the Lessor, and the Property Manager.

## 4.3. Opening hours of the Building and ways of entering it

The Building can be entered and left in the following ways:

#### **4.3.1** From the underground garage level ("-1")

The vertical access core of Building "D" can be entered from the underground garage on level "-1" by using access control cards or after the door has been opened by the security personnel. That entrance should be used only by the Building Tenants, who hold access control cards, or by service providers, upon consent of the Building security personnel.

Descent to the underground garage should be effected via staircases or by means of lifts. It shall be forbidden to enter the underground garage through access or exit ramps.

#### **4.3.2** From the ground level ("0"):

- a) entrance door on the front side of the Building (the so-called main entrance), or
- b) entrance door from the Atrium side

#### With reference to a)

Main entrance to the Building

The door in that entrance will stay open 24h/7.

#### With reference to b)

Entrance door to the Building from the Atrium side

The Building can be entered in that place by using an access control card, or after the door has been opened by the security personnel. That entrance should be used only by the Building Tenants, who hold access control cards, or by service providers, upon consent of the Building security personnel.

Access to particular service outlets located on the ground floor of the Building shall take place based on internal procedures developed independently by relevant Tenants.

## 4.4. Human traffic inside the Building

#### 4.4.1 Pedestrian traffic and travelling by lifts in the Building

Human traffic in the Building will be effected means of lifts, hallways, staircases, vestibules, etc. The Building is furnished with two staircases, which mainly serve the purpose of evacuating people from particular floors, as well as five passenger lifts, with one of them designed to be used also by rescue teams. The lifts enable going down to the underground garage area, located under the Building on level -1. The lifts shall be available to the Complex Users 24 hours a day to enable access to particular storeys of the Building, although in the evening and on the night and on holidays, only selected lifts may be available. In the event of a lift malfunction, one should contact the Security Centre by pushing alarm pushbutton in the lift car and calling the security officer through the intercom.

The entrance hallway on the ground floor of the Building is separated from the office part of the Building by a system of three-arm tripods with an access control facility (identifying and counting the Users) and a tilt gate to be used by, among others, disabled persons. Such way of organizing access to the office part will require holding access control cards by authorized persons. The use of the card will be recorded in the computer system, and will allow entering the office part area. As the access control card is assigned to a specific person, it will be forbidden to lend it to third persons. Before moving into its Premises, the Tenant should submit to the Property Manager a current list of its office staff in the Building for programming access control cards, which will enable entering the office part of the Building, or the Premises. Once the cards have been programmed, the Lessor shall issue them to the Tenant against payment.

In the event of a request for additional access control cards, the Tenant shall be charged with the cost of issuing them. The related invoices shall be issued based on the Tenant's request. Any changes to cards, invalidating and reprogramming them or issuing additional cards (to be effected in the shortest time limit possible) shall take place only upon a direct, written request of the Tenant, submitted to the Property Manager. The request should include all data, necessary for the card programming or reprogramming.

The Tenant shall inform the Property Manager immediately on any access control card lost by an employee, or on any card withdrawn from use.

Upon the expiry or termination of the Lease Agreement, the Tenant should return all cards to the Lessor against a delivery and acceptance report in order to delete them from the system. Otherwise, the Tenant shall be fully liable for any damages resulting from its failure to return the said cards or to notify the Property Manager on any cards lost or withdrawn from use.

Employees, associates, suppliers, visitors and customers of Tenants from service outlets located on the ground floor of the Building and accessible directly from the outside shall be able to enter those outlets based on internal entering / leaving procedures, developed independently by those Tenants.

#### 4.4.2 Visitors

It is recommended that the Tenant should inform the Reception Desk in the Building in advance of the expected arrival of its visitors and, in particular, the Tenant should inform in advance of the expected visits or delivery of goods scheduled after working hours of the Reception Desk.

The Tenant's visitors shall be obligated to enter the Building through the main entrance on the ground floor level from the front side of the Building in order to register their presence in the visitors' log. The Reception Desk personnel shall register their names in the visitors' log (Guest Book). In order to be registered, a visitor should produce his or her identity card, in order to enter data into the Guest Book, i.e. the name, surname and name of the Tenant to whom the guest intends to go. In exceptional cases it shall be admissible by the Lessor that the Tenant's visitor would not have to be subjected to additional formalities in the Reception Desk provided, however, that the Reception Desk will earlier receive a written request from the representative of the Tenant, and the latter will personally pick up the visitor from the Reception Desk.

Direct access to the Tenant's Premises for the visitors shall be through the Tenant's front office/ reception desk. After the end of the meeting with or a visit to the Tenant, visitors should approach the Building Reception Desk personnel to declare their will to leave the Building. For that reason, it is recommended that Tenants should inform their guests of rules, which are mandatory in the Building as regards access control and registration of visitors.

The ways of entering and leaving the Building shall also apply to postmen, mail couriers, entities providing services for the Tenant (e.g. maintenance of the Premises' fittings), with the reservation that the Building Reception Desk personnel may not allow suppliers of take away meals to enter the office part of the Building. In such case, a User who has ordered delivery of meal to the Building should collect that meal in person from the supplier in front of the Reception Desk.

#### 4.4.3 Other provisions

- a) access control shall also concern personnel of municipal services, such as police, fire department, health care professionals, street wardens, etc. except for cases, in which they have been called because of an emergency situation related to the safety of people and property, or danger to life or limb of the Complex Users. In the event that such situation has occurred, such officers should produce their identity cards to the Reception Desk or security personnel to confirm they really work for those services,
- b) it shall be forbidden to lead into the Building dogs, cats and other animals (except for police dogs and guide dogs, which accompany disabled persons),
- c) bicycles and motorcycles may be parked within the Complex area only in specially designated places.
- d) it shall be forbidden to access the Building when on roller skates, skateboards, and scooters,
- e) it is forbidden to charge electric personal transport devices, e.g. scooters and bicycles in the Building and on the premises of the Complex,
- f) the Lessor and the Property Manager reserve that the security personnel, as well as the Reception Desk personnel shall be authorized to request any persons entering the Complex to provide information on the purpose and expected duration of their visit to the Building (the Complex), and in the case of persons carrying parcels or packages and the like with them when leaving the office part of the Building, to request them to provide information about the contents thereof and also to request showing the contents thereof.

## 4.5. Rules concerning delivery of goods to the Building

Detailed rules of proceeding in the course of delivery of goods during Tenants' move-ins or moveouts shall be governed by a separate procedure, which constitutes Enclosure hereto.

After moving into the Premises by the Tenant:

- a) Deliveries of goods of small dimensions, e.g. water bottles, office supplies, marketing materials my take place during the day, from Monday to Friday, between <u>7.00 am and 7.00 pm</u>, however, upon previous notification of the Reception Desk (security) personnel, which shall issue a relevant permit for the supplier. In the event that deliveries of said goods have to be made beyond those days and hours, such deliveries shall have to be scheduled in advance and agreed with the Reception Desk (security) personnel in the Building (it is recommended to make such agreement at least 1 day in advance).
- b) Deliveries of goods in considerable quantities and of big dimensions, e.g. furniture, strongboxes, etc. may take place from Monday to Friday, only between 5.00 pm and 7.00 am of the next day, and on Saturdays and Sundays. Those deliveries have to be preceded by an earlier (recommended to be made at least 3 days in advance) written notification sent the Property Manager, specifying, among other things, the scheduled delivery time, data on the supplier and its personnel, who will be providing that service in the Building, data on the weight, size and type of equipment to be delivered, data on the Tenant's representative, responsible for the delivery of goods on particular day and time, as well as establish additional conditions of the goods delivery, e.g. a necessity for an additional garbage container to be ordered at the Tenant's cost. Notification about such deliveries made in advance will make it possible to determine, among other things, routes of delivery including, in particular, parking places for delivery trucks, lift to be reserved for purposes of the delivery and way of protecting the lift car interior against damages, rules of entering the Building by personnel of the delivery company, and ordering of an additional garbage container, if any. Cost related to those services shall be borne solely by the Tenant.
- c) Deliveries of goods to premises, which are service outlets (e.g. restaurant) shall be effected in accordance with separate agreement between the Tenant and the Lessor, or the Property Manager.
- d) In the case of mail, parcels, or newspapers delivered by postmen or couriers after working hours of Tenant's offices, the Reception Desk (security) personnel may refuse collecting them.

Goods and whole equipment, referred to in sub-section b) above should be brought to the underground garage on level -1, and from there, after having protected the lift car against damages in line

with the Building maintenance personnel's instructions, transported to the floor, on which the Tenant's Premises is located. When bringing the goods to the underground garage, one should pay special attention to the maximum height and weight of vehicles, which may enter it. Exceptionally, the Property Manager or the security personnel of the Building (the Complex) may give its consent to the delivery of goods and equipment through the Building main entrance hallway on the ground floor level of the Building.

It shall be forbidden to carry goods and equipment into the Building through its main entrance on the ground floor level (subject to the preceding sentence), to hinder other Tenants' work in the course of deliveries, to block other lifts, and to block the way for other vehicles, also in the underground garage. Goods trolleys used in the Building should have rubber wheels, and must not bring in any dirt. When performing deliveries, particular care should be taken of floors in entrance hallways, doors, and lift panels. Delivery vehicles should be parked only in places agreed with the Property Manager or the Building (the Complex) security personnel. Those trucks should park within the Complex area only for the duration of goods unloading and loading.

The Tenant shall be responsible for the supervision and coordination of deliveries it has ordered, and of personnel, equipment, and devices that are necessary in the course of deliveries. The supplier shall bear the risk and responsibility on account of losses resulting from damages to the Building (the Complex) property in the course of deliveries, and, in addition, of any losses, damages, claims, suits, costs and expenses related to injuries or material damages suffered by the Lessor, the Property Manager, or any third person in connection with deliveries performed by the supplier. During deliveries, one must not perform any action, which may prove to be dangerous, e.g. repairing of delivery vehicles or parking them outside designated places. The Tenant shall be obligated to inform its suppliers of the aforementioned rules concerning deliveries, which are mandatory in the Building (the Complex). Unless the Tenant advises the supplier of those rules, the Tenant shall be liable for the said losses and damages.

It shall be forbidden to bring to the Complex area and to the Building any and all hazardous materials (including also the storing thereof). This prohibition concerns goods and materials, such as, among other things, firearms, explosives, as well as flammable, caustic and stinky substances. Upon stopping a person, who is bringing hazardous materials into the Complex (the Building), a security officer shall have the right to check that person's identity card, take down his or her personal details, refuse letting him or her in the Complex area (the Building), request him or her to immediately leave the Complex area (the Building), and in justified cases, even to detain such person in order to hand him or her to relevant authorities. The Lessor reserves that both the person, who is bringing hazardous materials into the Building (the Complex) and the Tenant, for which such materials might have been brought, shall be fully liable for the related damages to the Building (the Complex) and damages to persons or property.

#### 5. USE OF COMMON AREAS

## 5.1. Types of common areas

Upon signing of the Lease Agreement and take-over of the Premises against a hand-over report, the Tenant shall gain the right to use common areas of the Building and those of the Complex, hereinafter referred to as the "Common Areas".

"Building Common Areas" shall mean such elements, parts, which can be used by all users of the Building. Building Common Areas shall include in particular: space intended for free travelling of people and goods such as, e.g. entrance hallway, corridors, staircases, lifts, entrances to and exits from the Building, as well as the Building's roof, technical shafts, service rooms and/or rooms used for handling technical systems, which operate for the whole Building, technical installations, equipment and systems, which serve the whole Building, as well as any other space and areas within the Building development, intended for general use, except for, *inter alia*:

- space leased or let for use by individual tenants or other entities on other legal grounds:

- the underground car park under buildings A, B, C, D and FIVE complete with the technical infrastructure located therein, such as e.g. the transformer station, retention tank with pump station, fire tank with pump station, which is included among the Complex Common Areas. The Building Common Areas shall encompass also installations, equipment and technical systems, which serve the Building and form a part thereof (unless owned by entities other than the Lessor or leased or let for use on other legal grounds).

"Complex Common Areas" shall mean such elements or parts of the Complex, which are ready for use and can be used by Complex occupiers but which do not serve exclusively the occupiers or tenants in a given office building that is part of the Complex. The Complex Common Areas are in particular:

- areas located outside the external outline of the surface section of buildings A, B, C and D, which include, *inter alia*: roads, pavements, circulation paths, car parks, stairs, lawns, rubbish pit, lighting systems, technical infrastructure installations and networks, etc.;
- the underground car park (under buildings A, B, C, D and FIVE), complete with the technical infrastructure located therein, such as e.g. the transformer station, retention tank with pump station, fire tank with pump station, with only authorized access to that infrastructure;
- stand-alone Multi-storey Car Park "P" with its equipment;
- infrastructure.

#### 5.2. Accessible and inaccessible Common Areas

No.	COMMON AREAS THAT ARE ACCESS TO THE COMPLEX	
	ACCESSIBLE	INACCESSIBLE
1.	Reception Desk area and main hallway on the ground	Rooms for the Complex service personnel
	floor of the Building	(e.g. security, cleaners, maintenance)
2.	Generally accessible toilets	Rooms of the BMS Security Centre
3.	Indoor circulation space, i.e. entrances and exits, lifts,	
	staircases, lift lobbies on upper floors, unless handed over	service shafts and maintenance areas
	to other tenants for exclusive use by them	
4.	Underground garage with parking places, unless handed	Suspended ceiling and raised floor voids
	over to other tenants for exclusive use by them	
5.	Area outside the buildings, i.e. the Atrium, stairs, roads,	Elevation of the Building and of the link
	sidewalks, on-grade car parks, stand-alone multi-storey	bridge, roof of the Building and of the link
	car park P, greenery, landscape furniture elements, i.e.	bridge, hoist to wash the Building elevation
	posts, benches, flower pots, ashtrays, garbage pits, car	
	park systems, etc., unless handed over to tenants for ex-	
	clusive use by them	
6.	Any other areas and parts within the Building develop- ment and area outside the Building intended for general	
	use, unless handed over to other tenants for exclusive	
	, and the second	
	use by them	

A User may enter the inaccessible areas only and exclusively upon obtaining a prior consent of the Property Manager. Only the Lessor, the Property Manager, or persons and entities authorized by them may enter the inaccessible Common Areas.

## 5.3. Rules concerning the use of common areas

Upon gaining the right to co-use the Common Areas, the Complex Users shall be obligated:

- a) to use Common Areas in accordance with their designation, provisions of Lease Agreements, these Rules, as well as related customary standards, without infringing rights of users of adjacent Premises, and to care for Common Areas and protect them against damage,
- b) to comply with generally applicable sanitary, fire safety, OH&S, and other similar regulations as regards the use of Common Areas, as well as to refrain from any action, which might result in

the liability of Lessor and of the Property Manager thereunder, and to undertake all necessary action to indemnify and hold harmless the Lessor and the Property Manager against such liability,

- c) to inform the Property Manager about any noticed damages to elements and parts of Common Areas.
- d) not to establish its own safeguarding system in Common Areas.

The following activities shall be forbidden in Common Areas:

- a) using an open fire,
- b) smoking outside specially designated places,
- c) affixing permanent or temporary advertising materials, or other information without the consent of the Lessor or the Property Manager,
- d) placing objects, which might hinder joint use of the Complex by other Users (including e.g. storing of goods and equipment) and installing appliances and systems, which may pose hazard to other people's life and limb,
- e) performing other prohibited actions, as specified herein.

In order to maintain cleanliness of Common Areas, there will be rooms for cleaners provided in designated places of the Complex.

#### 6. USE OF SPACE DELIVERED TO THE TENANT

#### 6.1. Basic information

The Tenant shall be obligated to a technically and aesthetically correct upkeeping of the Object of Lease, including the use of its furnishing, equipment, services and systems in accordance with their designation, in the way set out in relevant operation manuals and the Lease Agreement, applicable rules of law and instructions of the Property Manager. Detailed fit-out standard of the Tenant's Premises, including the equipment, systems and services installed therein, has been set out in the Lease Agreement concluded between the Lessor and the Tenant.

The responsibility for hazardous waste related to the business activities conducted by the Tenant shall rest with the Tenant. To this end, the Tenant shall keep a register of such waste as well as collect and dispose of such waste in accordance with applicable laws. The said works should be conducted by the Tenant at its cost and expense by employing an independent, specialized contractor.

The specification of elements to be maintained by the Property Manager at the Tenant's cost shall be provided in the Lease Agreement.

The Lessor and the Property Manager reserve that washing of the external side of windows shall take place during the day and shall also include display windows and doors on the ground floor of the Building.

The Lessor reserves that:

- a) the Tenant must not install in the Premises any equipment, not directly relating to the standard office and service activity of the Tenant without a prior, written consent of the Lessor or the Property Manager. This shall concern, in particular, steam or combustion engines, water flow heaters or boilers, air-conditioning appliances, as well as any devices that interfere with radio, TV, etc. signals. The Lessor and the Property Manager may permit to install additional electrical appliances on condition that the Property Manager has confirmed maximum loading of the power supply network,
- b) it shall not be permitted to place in the Premises any equipment, which may pose hazard to human life or limb, and use faulty equipment in a bad state of repair, and to install or use any heating appliances or big fans in excess of those, which already have been installed by the Lessor,
- c) it shall be forbidden to make any improvements in the Premises without the consent of the Lessor or the Property Manager. Vending machines (including also water coolers, refrigerators, coffee machines) must be placed and installed in the Premises in compliance with OH&S and fire safety regulations. In particular, each of such machines should be checked, as regards, among

- other items, its power consumption, and should be connected to a separate power supply circuit (it shall be forbidden to connect those machines by means of adapters).
- d) the Tenant shall be obligated to secure its own property at its cost and expense,
- e) to save power consumption, the Tenant should draw blinds installed in the Premises for the night and on holidays on the east, west, and south sides of the Building,
- f) any works conducted by the Tenant's subcontractors shall have to be reported in advance to the Property Manager,
- g) in the event that the Premises has been furnished with furniture set on rollers or rails, the Tenant should put relevant protective pads under them,
- h) the Tenant must not conduct its business in the way, which would be arduous to other Tenants and Users of the Complex (e.g. it shall be forbidden to generate noise and odours, which might be arduous to other Tenants),
- i) the Tenant shall be obligated to correctly use windows (which includes closing them for the night an on holidays), doors, power sockets, and structural cabling),
- the Tenant should care for the efficient management of electricity, water and air-conditioning systems, and to cooperate with the Lessor and the Property Manager for an efficient management of utilities,
- k) the Tenant shall be obligated to use systems and services installed in the Building, including in particular heating and air-conditioning systems, in accordance with their designation and instructions of the Property Manager,
- any request of the Tenant to extend the operating times of HVAC systems should be made to the Property Manager in writing, with name of person requesting such changes to be made. In the event that the Tenant intends to work in its Premises on Saturdays or on other statutory holidays, the Tenant should report that fact to the Property Manager in writing, at least one (1) day in advance, in order to allow for adjustment of HVAC parameters in the Premises,
- m) operating hours of HVAC systems in the Building shall be determined by the Lessor based on information obtained from the Tenants and on economic factors.

The Tenant should obligate its staff that upon the end of workday, the last person to leave the Premises should switch off power supply to all electrical appliances in the Premises, and close all windows and the Premises entrance door.

## **6.2. Moving into the Premises**

In order to enable an efficient moving in of office equipment, furniture and other goods to the Premises, the Lessor and the Property Manager have developed a procedure, which provides main rules to be followed upon Tenants' moving into the Premises. That procedures constitutes an Enclosure hereto. The procedure shall also be applied to moving out of the Tenant from the Premises upon termination of lease. The Tenant shall be obligated to inform the Property Manager in writing of the scheduled time of moving in or out from the Premises.

In the event that goods are delivered to the Tenant's Premises after the Tenant has moved into the Building, provisions of Section 4.5 hereof shall apply.

#### 6.3. Admissible load of floor slab

The admissible operational load of floor slabs in office rooms of a typical Building floor shall be 2.50 kN/m², and load exerted by plasterboard partitions shall be 0.50 kN/m². Therefore, operational load of floor slabs in the office part of a typical Building floor, with office space divided by means of plasterboard partitions, shall be 3.00 kN/m². In the case of designated places in the Premises on floors from +1 to +13, the admissible load shall be 5.0 kN/m² (information on exact location of such places is available at the Property Manager), just like the admissible operational load of the ground floor slab of the Building.

On overground floors, a modular proprietary raised floor will be installed, covered with anti-static carpet finish, size  $500 \times 500$  mm, with the floor loading values of  $3.00 \text{ kN/m}^2$  (office space) and  $5.00 \text{ kN/m}^2$  (server rooms), as per the PN-EN 13213:2002 Polish Standard. The raised floor void will house, among other elements, the electrical and structural cabling.

In the event that a Tenant wants to bring into its Premises heavy elements, such as strongboxes, furniture, or equipment, whose weight exceeds the above-quoted admissible values, it should obtain a written consent of the Property Manager (in justified cases, the Property Manager may refuse granting such consent). In order to be able to grant such consent, the Property Manager will consult the architect. Costs related to that consulting and a later adjusting of the Tenant's space to its needs as regards admissible loads shall be borne by the Tenant. Amy damages to the Premises or to the Building, which have been caused by improper placement of heavy items, shall be repaired in whole at the responsible Tenant's cost.

## 6.4. Management of keys in the Premises

Upon take-over of the Premises against a delivery report, the Tenant shall receive a set of keys, which make it possible to enter the Premises, complete with cards, which make it possible to copy the keys. Moreover, the Tenant:

- shall receive a set of keys to doors inside the Premises, and shall be responsible for the protection of those keys,
- shall be responsible for copying those keys at its cost and expense,
- shall have no right to install any additional door locks, safety devices, or to replace lock inserts without the Property Manager's consent.

In order to be able to enter the Tenant's Premises in an emergency, the Lessor (or entities authorized by it) shall have the right to open the Premises entrance door, immediately informing the Tenant thereof. Upon take-over of the Premises, the Tenant shall deliver to the Property Manager, against a relevant report, one (1) set of keys (cards, access codes) enabling the opening of the door to the Tenant's Premises. The keys (cards, access codes) shall be kept by the security personnel of the Building (the Complex). Each instance of using those keys (cards) shall be registered in the duty log book kept by the security personnel of the Building (the Complex), along with the description of reason for opening the door and name of person using those keys.

The Lessor and the Property Manager admit the possibility, upon a direct, written request of the Tenant:

- of leaving the entrance door keys/ card with the security/ Reception Desk personnel of the Building,
- of releasing the said keys by the security/ Reception Desk personnel of the Building to persons appointed by the Tenant (e.g. the Premises cleaners), who will be able to collect the keys as the first on a given day, and whose names will be on the list of authorized persons. Upon collecting or leaving the keys, such persons shall be obligated to confirm in writing that they have collected the keys from or left them with, as the case may be, the security/ Reception Desk personnel of the Building. However, the Lessor and the Property Manager reserve that they shall bear no responsibility on account of storing the entrance door keys/ card with the security / Reception Desk personnel of the Building,

The list of authorized persons, and numbers of keys to be left with the security / Reception Desk personnel of the Building shall be submitted by the Tenant to the Property Manager against a relevant report, and updated on a regular basis. The security / Reception Desk personnel of the Building shall not release keys/cards to persons, who have not been duly authorized by the Tenant.

#### 6.5. Rules of repairs and modernizations of the Premises

Any improvements to the Tenant's Premises (including those specified in Art. 684 of the Polish Civil Code), aimed at changing its layout through, among other things, repair, modernization, functional changes of rooms, installation of new equipment or systems, or the replacement thereof, may be performed by the Tenant <u>exclusively based on a written agreement</u> with the Lessor. The agreement should set out rules, conditions of the execution of works, as well as mutual settlements on that account between the parties.

In order to be able to give consent to the said improvements, the Lessor should receive from the Tenant for approval, via the Property Manager, technical documentation, showing contemplated

changes in the Premises, worked out in accordance with applicable regulations, including in particular those of the Building Law, complete with a list of the following data:

- a) scope of works,
- b) schedule of works (days and hours of contemplated works),
- c) written declaration as to changes, if any, in fire safety conditions in the Premises as a result of improvement works,
- d) data on the contractor: name, registered office, person in charge of works in the Premises (with telephone number),
- e) data on the representative of the Tenant to coordinate the works.

The Lessor shall be obligated to issue the aforementioned consent, or to notify the Tenant on the lack thereof within five (5) working days from the receipt of the above documents and information. In the event that changes and improvements, for which the Tenant has obtained the written consent of the Lessor, require approvals from public administration authorities or any other bodies, the Tenant shall apply for same at its cost and risk.

The Tenant shall be fully responsible for works conducted in the Premises, which shall also include responsibility for contractors commissioned to perform them. Before the commencement of works, the Tenant should agree with the Property Manager, among other things, the location of waste container, route of transporting of construction materials, lift to be reserved for purposes of delivery of construction materials and ways of protecting it, rules of entering the Building by contractors' personnel, way of protecting the fire safety system in the Tenant's Premises. The date of commencement of improvement works by the Tenant should be reported to the Property Manager a few days in advance (it is recommended to do it at least 3 days in advance).

After the completion of the said works, the Tenant should immediately submit the as-built documentation to the Property Manager.

The Tenant shall be obligated to comply with generally applicable sanitary, fire safety, OH&S, and other similar regulations as regards the conduct of works, as well as to refrain from any action, which might result in the liability of Lessor and of the Property Manager thereunder, and to undertake all necessary action to indemnify and hold harmless the Lessor and the Property Manager against such liability.

In particular, the Tenant shall be responsible for the knowledge of fire safety rules and rules of evacuation by personnel of contractor for improvement works in the Premises. It is recommended that the Tenant should include relevant provisions in its contract with the company performing improvement works in the Premises, based on appropriate provisions of Fire Safety Instruction applicable to the Building.

The conducted improvement works must not hinder in any way the regular office work of other Building/ Complex Users. Hours, at which loud works are performed, e.g. grinding or boring, should each time be agreed in advance with the Property Manager. In the lack of such agreement, the Property Manager reserves the right to stop the performance of such works.

Entering the inaccessible Common Areas (e.g. the Building roof) shall be preceded with the Property Manager's consent. Persons to perform any altitude works may perform them supervised by a person licensed to manage such operations, and be trained in OH&S and working on heights. In addition, such persons:

- must hold valid medical examination certificates, documents to confirm completed training in OH&S and working on heights, and licenses to perform works on heights in accordance with current regulations in force,
- must perform all works in compliance with OH&S rules and other rules of applicable law, including also the use of proper high fall protection equipment (i.e. personal protection equipment, like helmets, safety ropes, harnesses, and the like).

In the event that any breakdowns or damages occur in the course of works, the Tenant shall be obligated to inform the Property Manager about them forthwith, and to set about, with the Property Manager's knowledge, to an immediate rectifying of breakdowns or repairing of damages.

## 6.6. Access to the Premises for the performance of maintenance works

The Tenant shall be obligated to ensure to the Lessor (or persons and entities authorized by it) access to the Premises within the Tenant's working hours, and beyond them, for the performance of maintenance and repair works of equipment, fittings, and systems installed in the Premises, including also access to equipment, fittings, and systems of the Building, which can be accessed only from the Tenant's Premises. The Tenant's representative shall be informed in advance about the intention to conduct those works in the Premises, with quoting, at the representative's request, identification data on maintenance personnel, who will be performing those works.

In the event that the Tenant decides that maintenance/ repair works in its Premises should be conducted beyond the office working hours, the Lessor shall have the right to use the keys (cards, access codes) kept by the Building (the Complex) security personnel in order to open the door to the Tenant's Premises and enable the maintenance service team to perform those works. Costs of employing additional security officers to assist in the performance thereof (should the Tenant require such assistance) shall be agreed with the Tenant and shall be charged to it under Service Charges payable by it.

The Tenant should put furniture in its Premises so that it would not block inspection holes of technical systems and could make it possible to the maintenance service team to access equipment installed in them. Otherwise, the Tenant shall be charged with costs related to the relocation of furniture. The Lessor reserves that in the event of works and/or repairs, which have been commissioned by the Tenant to be performed by the maintenance service, and which, in accordance with the signed Lease Agreement, should have been performed by the Tenant, costs resulting from the performance thereof shall be charged to the Tenant. Moreover, the Lessor reserves that the maintenance service may refuse performing said works.

The Lessor, the Property Manager (or persons and entities authorized by them) shall have an exclusive access to the following equipment, systems and services installed in the Building (the Complex):

- a) in the suspended ceiling and raised floor voids,
- b) in shafts and in technical zones,
- c) in areas inaccessible to the Complex Users, including security systems, e.g. access control system. BMS.
- d) telecommunications, data communications, antennas, etc.,

as well as to any pipes, ducts and service risers, e.g. water main, sewage, HVAC, electrical, and associated accessories.

#### 6.7. Telecommunications and the Internet networks in the Premises

The Lessor shall provide the Tenant with an opportunity of choosing between offers of at least two telecommunications providers (Orange and Netia), which will be allowed to provide their services in the Building (the Complex). In addition, a group of the Internet providers will be allowed to provide services in the Complex. The list of those providers shall be submitted by the Property Manager upon the Tenant's request.

The Lessor reserves that the Tenant shall:

- a) conduct independently technical and price negotiations with telecommunications and the Internet operators,
- b) bear the costs of connecting its Premises to the operator's network,
- c) individually settle its accounts with the operator, without the mediation of either the Lessor, or the Property Manager.

Any information concerning price lists and conditions of cooperation as regards the use of telecommunications system shall be obtained by the Tenant from those operators. In the event of failures of telecommunications and data communications systems, the Tenant should contact directly the relevant service providers.

## 6.8. Cleaning of the Premises

The Lessor and the Property Manager assume that cleaning of the Premises shall be performed by a company, which will be independently selected by the Tenant, and with which it will conclude a relevant contract.

Following the conclusion of such contract, the Tenant shall be obligated to immediately submit to the Property Manager a list with information about the cleaning company: name, registered office, person responsible for managing cleaning works in the Tenant's Premises (including a telephone number), and names of persons performing works in the Tenant's area. The Tenant shall be obligated to update that list on a regular basis, and to ensure that the said persons know rules in force in the Building (the Complex) as stipulated herein. In particular, the Tenant shall be responsible for knowledge of fire safety and evacuation rules by the personnel employed to clean the Tenant's Premises. It is recommended that the Tenant should include relevant provisions in its contract with the company performing said works in the Premises.

Following the direct, written request of the Tenant, the Property Manager shall program access cards for each of the cleaners in the Tenant's Premises to enable them entering the office part of the Building, and then shall sell them to the Tenant. The Tenant should submit to the Property Manager a current list of cleaning personnel in order to program access control cards.

Any changes to cards, invalidating them or issuing additional cards (to be effected in the shortest time limit possible) shall take place only upon a direct, written request of the Tenant, submitted to the Property Manager. The request should include all data, necessary for the card programming or reprogramming. Costs related to the issuing of additional cards or reprogramming them shall be borne by the Tenant. It shall be forbidden to lend cards to third persons.

The Tenant shall inform the Property Manager immediately on losing any access control card by a cleaner, or on withdrawing any card from use. Upon the expiry or termination of the Lease Agreement, the Tenant should return all cards to the Lessor against a delivery and acceptance report in order to delete them from the system. Otherwise, the Tenant shall be fully liable for any damages resulting from its failure to return the said cards or to notify the Property Manager on any cards lost or withdrawn from use.

## 6.9. The Tenant's designs and advertisements

The Tenant is allowed to place, at its cost and expense, its advertisement and information display in designated places in the Building and within the Complex, after obtaining the prior consent of the Lessor in accordance with these Rules of order or in accordance with the provisions of the Lease Agreement (i.e. logo sign and/or name of the Tenant's company) ("Display"), keeping original colours and in line with the design pattern used for such displays in "Quattro Business Park". The Lessee is obliged to ensure that the Display complies with applicable law (including local law). The Lessee is obliged to obtain all the necessary administrative decisions or make appropriate notifications necessary to place the Exhibition.

Procedure related to the obtaining of the Lessor's consent to the installation of advertisement and information displays in additional places within the Complex is determined in an Enclosure 11.2 hereto.

It shall be forbidden to put any other signs, letters, images, films, information, announcements, or advertisements, in addition displays set out in the Lease Agreement, without a previous consent of the Property Manager. This prohibition shall concern, in particular, external elevations of the Complex buildings and Common Areas. Failure of the User to react to the Property Manager's request to remove said elements shall authorize the latter to remove them at the Tenant's cost.

### 6.10. Promotional events and campaigns organized by the Tenant

If that a Tenant wishes to organize an event or a promotional campaign in its Premises, the Tenant shall be requested to inform the Property Manager of its intent a few days in advance. Such events

may in no way hinder regular work of other Complex Users, otherwise the Property Manager reserves the right of requesting to stop such events.

As far as organizing such events in Common Areas is concerned, the Tenant shall be obligated to inform the Property Manager of it in order to obtain a relevant consent. Detailed rules, which concern use of Common Areas for such purposes, including the related financial settlements, shall be included in a written agreement between the Tenant and the Lessor.

## 6.11. Disclosure of data by the Tenant to the Lessor

In order to correctly and efficiently manage the Building (the Complex), the Tenant should disclose to the Lessor or an entity acting on its behalf the following information:

- a) the Tenant shall be obligated to appoint its representatives to contact the Lessor and the Property Manager, who will be responsible for:
  - contacts in current issues related to the lease of the Premises (maximum 1 person),
  - managing evacuation and reporting its results to the person in charge of rescue operation (maximum 2 persons: a person who is directly responsible and his o her deputy),

The Tenant shall be obligated to provide in writing: names of said persons, their telephone numbers, e-mail addresses, and to inform the Lessor each time about the change thereof.

- b) number of regular users of the Tenant's Premises,
- c) regular business hours of the Tenant's office,
- d) equipment installed in the Premises, like UPS units, power generators, boilers, cooling appliances of power exceeding 12 kW, additional fire safety equipment and systems, etc., as well as names of persons in charge of those devices on behalf of the Tenant,
- e) data on the Tenant's service providers, e.g. safeguarding and cleaning companies.

In order to correctly supervise car parks, the Lessor or the entity that manages car parks, may apply to the Tenant for providing information about makes, colours and registration plate numbers of vehicles used by the Tenant's staff and service providers, which will be parking within the Complex area (for the needs related to the creation of a database of vehicles parking in the Complex area to be used for, e.g. finding the owner of a vehicle, who has left it on fire department access road, blocked passageway, bumped into another car, etc.).

All that information should be subjected to periodic updating by the Tenant, each time upon any change thereof, or not less often than once a year, and upon completing, should be sent in a written form to the Lessor or an entity acting on its behalf.

#### 6.12. Correspondence with the Tenant on current issues

Notices on specific, current issues related to the use of the Premises or Common Areas shall be delivered to the Tenant via email. In particular, those will be notices of:

- a) temporary power switch-offs in connection with switching over or maintenance of transformer station in the Building (the Complex),
- b) periodic training of Tenants' representatives, who are responsible for evacuation,
- c) emergency evacuation drills for the Complex Users (information sent to the Tenant at least 2 weeks in advance),
- d) updating the provisions hereof, etc.

## 7. CAR PARKS AND RULES OF THEIR MANAGEMENT

#### 7.1. Basic information

General rules of using car parks are governed by the provisions hereof and those of the Lease Agreement. Detailed rules of using car parks (including the stand-alone, multi-storey car park "P") shall be set out in the Rules of Using Car Parks in "Quattro Business Park", included Rules governing the use of unattended underground garage, Rules Governing the use of unattended multi-storay

car park, Rules governing the use of paid unattended ground level car park, Rules governing the use of bicycle parking. The above regulations constitute Appendix No. 3 to these Order Regulations and will be generally available. Together with the Rules of Using Car Parks, the Tenant shall receive from the Property Manager a schematic map showing parking places assigned to the Tenant, and a diagram of traffic layout within the Complex area.

Traffic regulations applicable to public roads shall apply to the "Quattro Business Park" Complex area. The Complex Users shall be obligated to comply with principles governing the use of car parks, as stipulated in the Lease Agreement, in these Rules, and in Rules of Using Car Parks. Moreover, all Complex Users shall observe traffic signs and other signs placed within the Complex area, and to follow instructions of the car park manager as regards vehicular traffic.

The Lessor reserves that vehicle access to the Complex area shall be effected through check barriers. Those barriers will be provided at the Complex entrance gate, and, additionally, at entrances to the underground garage.

Supervision of car parks by the Lessor shall include the following:

- a) inspection of the operation of car parks and parking systems installed therein,
- b) provision and maintenance of traffic signs,
- c) operation of car park for the Tenants' visitors, if such facility is designated within the Complex area.

Neither the Lessor, nor the entity managing the car parks and acting on its behalf shall be liable for damages to or thefts of cars left within the Complex area. In the event of accidents, bumps, collisions, crashes and the like, the liability of the Lessor and of the car park manager on account of those incidents shall be excluded.

A user of the Complex car parks shall be liable for any damages caused by him or her in connection with the use of car parks. In the event of damaging any part of the Complex by a car park user, he or she should report that fact immediately to the security personnel of the Building (the Complex). The car park user shall be obligated to cover the costs of repair of damaged parts of the Complex.

In order to preview, whether cameras installed in the Complex have recorded an accident, bump., crash or other damage resulting therefrom, a User should submit such request to the Building (the Complex) security personnel or to the Property Manager. After the Security Centre has confirmed that such incident can be previewed, the Property Manager shall contact the User (such requests to be fulfilled in the shortest time limit possible). It shall be forbidden to enter individually, without an agreement made with the Property Manager, the premises of the Security Centre.

The Tenant undertakes, following the request of the Lessor or the car park manager, to brief its staff or service providers on the necessity to observe rules of car park using, including rules of vehicular traffic, in the event of their failure to comply therewith.

## 7.2. Car parks

Access to car parking places shall be regulated by the Lease Agreement provisions. After accessing the Complex area, a driver should park the vehicle in the designated place.

In particular, the following shall be forbidden in relation to car parks:

- a) leaving vehicles beyond designated places,
- b) parking vehicles in "No Stopping/ Waiting" areas, which include entrances to the Complex area, as well as fire department access roads, access and exit ramps,
- c) littering car parks,
- d) parking in places designated for an exclusive use by other Users, e.g. parking places for disabled, technical places, places of parking restricted to permit holders,
- e) leaving cars by non-authorized persons on parking places for disabled.
- f) accessing the multi-storey car park area by vehicles of the maximum weight and height exceeding values specified in the Rules of Using Car Parks,
- g) accessing the underground garage under buildings A, B, C, D and FIVE by vehicles of the height exceeding value specified in the Rules of Using Car Parks,

- h) fuelling of vehicles or storing any fuels in car park areas,
- i) accessing the Complex by faulty vehicles and leaving them in the Complex car parks (e.g. vehicles with oil leaks),
- i) repairing any vehicles in car park areas,
- k) parking and leaving vehicles in car park areas of the Complex by persons, who are not the Complex Users,
- I) leaving vehicles in the Complex area for a period exceeding 24 hours, unless approved by the Property Manager or the Building (the Complex) security personnel; in such case, the place in which to leave the vehicle must be agreed with the driver in advance,
- m) entering the underground garage under the Building through vehicle access ramps. The garage must be entered through staircases or by means of lifts.

If the Complex User fails to comply with basic rules of vehicular traffic in the Complex area, the Building (the Complex) security personnel shall have the right either to request such person to produce his or her identity card in order to take down his or her personal data, request an immediate moving the vehicle to another designated place, and/or call the police or street wardens.

The Lessor advises that arduous Users of the Complex, who do not observe basic rules of vehicular traffic in the Complex area may be deprived of right to access the Complex area by car.

The Lessor reserves that the car park manager shall have the right to call e.g. the police or street wardens, and/or to tow away the User's vehicle to the outside of the Complex area in the event that the User breaches basic rules of vehicular traffic in the Complex area, including, in particular, in a situation in which, in the car park manager's judgement, human life or limb has been endangered. Costs of that operation shall in whole be borne by the User. At the same time, the Lessor reserves it shall in no way be liable for damages to the User's vehicle, if any, resulting from towing it away from the Complex area, or from stealing it from the place, in which it will be left.

## 7.3. 7.3. Bicycle parking lots

Within the complex there are generally accessible bicycle stands in the ground part. Additionally, in the Multi-Storey Car Park Building there is a separate and fenced Bicycle parking lot.

The user leaving the bike on the premises of the Complex is obliged to:

- positioning the bike in such a way as to occupy only 1 parking space / stand /, not to obstruct the use of neighboring places and not to damage other bikes or the equipment of the Ro-wer Parking:
- leave the bike only in the stands and not fasten it to the fence or railings located on the premises of the Complex;
- fastening the bike to the stand.

#### 8. SECURITY SYSTEM OF THE BUILDING

The Complex buildings and its external areas will be provided with safeguarding services, which will include the following activities:

- a) CCTV monitoring of selected areas and premises (including those outside the buildings) other than those leased to the Tenants,
- b) regular rounds made by the guards inside and outside the buildings, with the exclusion of premises transferred to the Tenants,
- c) checking if the Tenants' premises have been locked when left by the Tenants' staff at the end of the working day,
- d) locking and closing of the entrance doors to the buildings, closing the windows (applicable to premises other than those leased to the Tenants),
- e) cooperation of security personnel with the building Reception Desk personnel, maintenance crew and cleaners, the Lessor, the Property Manager, and with the Tenants,
- f) general supervision over access cards (people entering/leaving the building) and keys, including keeping record of them, issuing and collecting them,
- g) checking the condition of systems operating in the Complex buildings, such as e.g. BMS, access control system,

- h) immediate notifying about emergency situations,
- i) in the event that an alarm system has been activated checking the reason for the alarm and initiating the appropriate action,
- j) in justified cases calling the police, fire brigade or other services as necessary,
- k) admitting to the Complex area cargo vehicles with goods for the Tenant, save that deliveries of goods in considerable quantities and of big dimensions, e.g. furniture, strongboxes, etc., shall be permitted only after regular working hours of the Complex, upon a previous notification made by the Tenant to the Complex security officer and upon determination of the delivery conditions (e.g. delivery day and time, way of lift protection) cf. Art. 4.5 hereof,
- I) keeping a service log by the security staff to enter all essential events within the Complex area.

Information on the period of archiving CCTV monitoring records will be available at the Property Manager. The Tenant and other Users of the Building (the Complex) shall be obligated to cooperate with the security personnel, the Lessor and the Property Manager in all activities aimed at the safety of operation of the Building (the Complex).

The Lessor advises that there will be Security Centre operating in the Complex. The said Centre will constitute the main station of the operational supervision (24 hours a day) over safety systems installed in the Complex, and will be receiving fire, power failure, lift malfunction, burglary, etc. alarm messages.

In the event of an individual, in-site safeguarding company employed by the Tenant to protect its Premises, the Tenant shall be obligated to submit to the Property Manager information concerning the said company in the following scope: the company's name, registered office, name of person responsible for safeguarding operations within the Tenant's Premises (including telephone number), as well as names of persons directly performing those operations in the Tenant's premises. Moreover, the Tenant shall be obligated to update that list on a regular basis, and to ensure that the safeguarding company's personnel know rules that govern the Complex and are set out herein. In particular, the Tenant shall be responsible for the knowledge of fire safety rules and rules of evacuation by personnel of in-site safeguarding company employed by the Tenant to protect its Premises. It is recommended that the Tenant should include relevant provisions in its contract with the said company.

Upon a direct, written request of the Tenant, the Property Manager will program access cards for all of aforementioned security personnel to enable them entering the office part of the Building, and then will sell those cards to the Tenant. Still before moving into its Premises, the Tenant should submit to the Property Manager a current list of aforementioned security personnel, in order to program access control cards. Any changes to cards, invalidating them, reprogramming, or issuing additional cards (to be effected in the shortest time limit possible) shall take place only upon direct, written request of the Tenant, submitted to the Property Manager. The request should include all data, necessary for the card programming or reprogramming. Costs related to the issuing of additional cards or reprogramming them shall be borne by the Tenant. It shall be forbidden to lend those cards to third persons.

The Tenant shall inform the Property Manager immediately on loosing any access control card by security personnel of the Tenant, or on withdrawing any card from use. Upon the expiry or termination of the Lease Agreement, the Tenant should return all cards to the Lessor against a delivery and acceptance report in order to delete them from the system. Otherwise, the Tenant shall be fully liable for any damages resulting from its failure to return the said cards or to notify the Property Manager on any cards lost or withdrawn from use

#### 9. FIRE SAFETY SYSTEM IN THE BUILDING

In order to ensure safe working conditions to the Building Users, the Building will be furnished with the following fire safety systems and services:

- a) fire alarm system, connected to the fire brigade station (fire monitoring),
- b) voice alarm system.
- c) lift for rescue teams,
- d) indoor water system for fire-fighting purposes,

- e) fire venting system,
- f) evacuation pushbuttons (green) installed at escape doors, enabling manual releasing of door locking devices without a need to have keys,
- g) emergency lighting,
- h) system of outdoor hydrants,
- i) water tank for fire-fighting purposes,
- j) system of carbon oxide detection in the underground garage,
- k) portable fire extinguishing equipment.

The Lessor and the Property Manager shall, at least every two years (unless applicable regulations provide otherwise) have the right to carry out fire drills, consisting in evacuation drills for the Complex Users. The Users shall be obligated to actively participate in those drills. Test evacuations shall be carried out based on guidelines set out in the Fire Safety Instruction developed for the Building, or guidelines issued by the fire department. The Instruction shall be handed over to Tenants against a relevant report upon the take over of their Premises, with the aim of familiarizing with the contents thereof all employees of the Tenant, its associates, visitors, customers, sub-lessees, or service providers (cleaning, safeguarding companies, as well as contractors for improvement works in the Tenant's Premises). Tenants shall be obligated to make the said Instruction available to those persons and entities. Since the Tenant is responsible for knowledge of fire safety and evacuation rules by entities which provide services to it (and sub-lessees of the Tenant's Premises), it is recommended that the Tenant should include relevant provisions in contracts with those persons or entities.

The Tenant shall be obligated do:

- a) develop and implement rules concerning evacuation in the area of its Premises in the Building and the coordination thereof, which should comply with the provisions of the Fire Safety Instruction,
- b) maintain escape route and exits (including escape doors) in the Premises in a condition enabling using them at any time, including regular checking their passability and opening,
- c) observance of the principle that "it is forbidden to lock fire safety door in an open position,"
- d) regularly train its personnel in OH&S and fire safety regulations, and to familiarize them with the contents of Fire Safety Instruction developed for the Building,
- e) ensure observance of the Rules of Order (including Fire Safety Instruction) by its personnel, associates, guests, customers, sub-lessees of the Premises, or service providers (cleaning, safeguarding companies, as well as contractors for improvement works in the Tenant's Premises),
- f) maintain in good condition signs showing evacuation directions, installed in the Tenant's Premises.
- g) maintain in good operable condition fire safety equipment, systems and services ordered by it to be installed in the Premises.

Following each request of the Lessor or of the Property Manager, the Tenant should present documents to confirm performance of fire drills or inspection of fire safety equipment, systems and services installed in the Premises.

It shall be forbidden to place any objects in escape routes (e.g. exit hallways, escape routes, escape staircases, vestibules, etc.). Any goods left in those areas may be removed without a warning and seized by the Lessor or the Property Manager at the Tenant's cost.

It shall be forbidden to conduct in the Building and in the Complex any activities, which may result in a fire, spread fire, hinder rescue or evacuation. It shall also be forbidden to bring in and store any flammable materials, materials hazardous to health or otherwise posing a threat to people or environment.

#### 10. FINAL PROVISIONS

#### 10.1. Smoking

Using an open fire, which also includes smoking, shall be forbidden in the Building beyond specially designated places.

## 10.2. Waste storage and removal

Waste containers shall be put in specially designated places within the Complex area. Cleaners, who clean the Tenant's Premises shall be obligated to deposit waste in those containers, after having previously sorted it. It is recommended that waste (preferably in tied sacks) should be taken out between 5:00 pm and 6:30 am of the following day. It shall be forbidden to put waste out in Common Areas at other hours than those specified above. In the event of soling the Complex area by cleaners in the course of waste handling, the affected area should immediately be cleaned by them.

Waste will be collected by a specialized company during morning or late-afternoon hours, except for Saturdays, when collection is possible all day round. In the event that a mechanical waste pressing container is located within the Complex area, the container may be operated only by a trained personnel.

In the event of waste originating from such outlets, as restaurant or clinic, the collection of waste (as well as utilization of hazardous waste) shall be arranged for by Tenants of premises concerned at their cost and expense. It shall be forbidden to drain any flammable materials to the sewage network, or those which might result in blocking it (this concerns in particular personal hygiene means).

The Lessor and the Property Manager reserve that the liability for hazardous waste related to the conducted business activities shall rest with the Tenant. To this end, the Tenant shall keep a register of such waste as well as collect and dispose of such waste in accordance with applicable laws.

## 10.3. Other order regulations

- a) It shall be forbidden to conduct any business activities in the Complex by any entities that are not Tenants without the consent of the Lessor or Property Manager.
- b) It shall be forbidden to enter the Building (the Complex) area by persons, who are inebriated, or intoxicated with drugs. The security personnel in the Building (the Complex) shall have the right to request such person to produce his or her identity card, in order to take down his or her personal data, and, concerning the person, keep him or her back, refuse letting him or her into the Building (the Complex) area, or request him or her to leave the Building (the Complex) area and call the police or other relevant services.
- c) The Lessor and the Property Manager reserve that it shall be forbidden to distribute and take alcohol and drugs within the Building (the Complex) area.
- d) It shall be forbidden to utilize premises within the Building (the Complex) for gambling, auctions, or morally improper purposes, as well as to use the Complex buildings for residential purposes.
- e) No distribution of goods, as well as canvassing and door-to-door sales and marketing flyers shall be allowed within the Building (the Complex) area without the consent of the Property Manager.
- f) The Tenant commits itself that it shall not undertake or permit to undertake any activities in the Complex buildings or beyond them, which might in any way affect the increasing of fire insurance premium or other insurances, which cover the buildings or property in them. The Tenant shall also not bring into the Building (the Complex) or store anything in there, which might result in above-referenced consequences, or undertake any other action, which might increase the risk of fire or other accidents.
- g) Without the consent of the Building maintenance service personnel it shall not be permitted to tamper with technical systems and services of the Building (the Complex). In the event of a necessity to provide the Building maintenance service personnel's supervision of those works, the related costs shall be charged to the Tenant.
- h) The Tenant should not exceed the power consumption volume in excess of the level agreed and assigned to it, as specified in the technical documentation of the Building. In the event that the Tenant's power needs have increased, the Lessor shall determine possibilities of satisfying them upon consulting the designer of the Building and the Property Manager. Any works related to the adjustment of the Tenant's Premises to those needs (preceded by the preparation of technical documentation) shall be performed at the Tenant's cost.
- i) It shall be forbidden, without the consent of the Lessor or the Property Manager, to play musical instruments within the Building (the Complex) area.

j) The Property Manager shall be notified forthwith of any breach hereof by any Complex User.

### 11. ENCLOSURES

- 11.1. Procedure: Rules Applicable to the Tenant's Moving in / Moving out from the Premises
- 11.2. Procedure: Obtaining the Lessor's Consent for the Installation of Advertisement and Information Displays in Additional Places
- 11.3. Rules of Using Car Parks in "Quattro Business Park"

## **Enclosure No. 11.1**

## RULES APPLICABLE TO THE TENANT'S MOVING IN / MOVING OUT FROM THE PREMISES

- 1. The Tenant shall inform the Lessor or the Property Manager of its intention to move in or move out from the Premises a few days in advance.
- 2. The Tenant shall be responsible for the supervision and coordination of the process of moving in, and also for personnel, devices and equipment necessary in the course of the Tenant's move.
- 3. In order to set the date and time of moving in or moving out from the Premises, the Tenant shall contact the Property Manager. An earlier notification will make it possible, among other things, to determine routes of furniture delivery or removal, to decide which lift will be reserved for delivery or removal purposes and to protect that lift against damages, to establish rules of entering the Building by personnel of removal company, and possibly to order an additional waste container or provide additional security personnel for the duration of delivery or removal. The related costs shall be borne exclusively by the Tenant.
- 4. Removals, move-ins, or move-outs from the Premises should take place from Monday to Friday, between 5.00 pm and 7.00 am of the following day, as well as on Saturdays and Sundays.
- 5. After the Tenant has selected the removal company, it should inform the Property Manager of the company's name, and of the person responsible on behalf of the Tenant for moving in or removal.
- 6. At least one day in advance of moving in or removal, the Property Manager should receive from the Tenant's representative a list of persons involved in those operations and authorized to move freely all over the Building. Also rules of entering the Building by personnel of removal company should be established. Personnel of the removal company should be easily identifiable by the Building (the Complex) security personnel.
- 7. Whole equipment and goods should be brought to the underground garage on level -1 and from there, after having protected the lift car against damages in the way indicated by the Building maintenance personnel, transported to the floor, on which the Tenant's Premises is located. When bringing the goods to the underground garage, special attention should be paid to the maximum height of vehicles, which may enter it. Exceptionally, the Property Manager or the security personnel of the Building (the Complex) may give its consent to the delivery of goods and equipment through the Building main entrance hallway on the ground floor level of the Building.
- 8. Equipment and goods should be transported by means of lift designated by the Property Manager (the lift should earlier be protected). It shall be forbidden to carry goods and equipment into the Building through its main entrance on the ground floor level (subject to the preceding sentence), to hinder other Tenants' work in the course of deliveries, to block other lifts, and to block the way for other vehicles in the underground garage.
- 9. Delivery vehicles should be parked only in places agreed with the Property Manager or the Building (the Complex) security personnel.
- 10. Goods trolleys used in the Building should have rubber wheels, and must not bring in any dirt. When performing deliveries, particular care should be taken of floors in entrance hallways, doors, and lift panels. It also is recommended that:
  - all cardboard boxes, parcels, and other packagings should be labelled with floor number and the Tenant's name, and box corners secured with adhesive tapes,
  - packaging and boxes should have additional handling information placed on them.
- 11. Move-ins, removals or move-outs from service outlets on the ground floor of the Building should be agreed individually with the Property Manager by the relevant Tenants.
- 12. The Tenant shall be responsible for the supervision and coordination of deliveries it has ordered, and of personnel, equipment, and devices that are necessary in the course of deliveries. The removal company shall bear the risk on account of losses resulting from damages to the Building (the Complex) property in the course of deliveries, and, in addition, of any losses, damages, claims, suits, costs and expenses related to injuries or material damages suffered by the Lessor, the Property Manager, or any third person in connection with deliveries performed by the removal company and ordered by the Tenant. During deliveries, one must not perform action, which may prove to be dangerous, like e.g. repairing delivery vehicles or parking them outside designated places. The Tenant shall be obligated to inform the removal company of the

aforementioned rules concerning moving in / moving out from the Premises, which are mandatory in the Building (the Complex). Unless the Tenant advises the removal company of those rules, the Tenant shall be liable for the said losses and damages.

#### **ENCLOSURE No. 11.2**

## PROCEDURE: OBTAINING THE LESSOR'S CONSENT FOR THE INSTALLATION OF DISPLAYS IN ADDITIONAL PLACES

- 1. The Tenant sends to the Lessor a request for the consent to install the Display, complete with:
  - design of the Display, which the Tenant wants to install, and the suggested location for it,
  - document (or the Tenant's statement) confirming that the Tenant holds full right to use the Display
- 2. The Lessor shall, within seven (7) days of the receipt of the Tenant's request, preliminarily approve or reject the Display's appearance and location.
- 3. In the event of preliminary acceptance of the Display's appearance and location by the Lessor, the Tenant shall select, at its cost and expense, the Designer and/or Contractor for the Display and present to the Lessor the visualisation of the Display in the target location.
- 4. The Lessor shall, within seven (7) days of the receipt of the Tenant's request, make the final acceptance of the Display's appearance and target location.
- 5. The Tenant and the Lessor sign a written agreement (contract) setting out, *inter alia*, the terms of installation of the Display and mutual settlements between the parties on the account of the installation.
- 6. The Tenant on its own behalf and at its own cost shall instruct the Designer and/or Contractor selected by it to prepare the technical documentation and to execute the Display in accordance with the appearance and location as approved by the Lessor and with the provided guidelines on designs. If the scope of work requires it, the Lessee will obtain all necessary administrative decisions or make appropriate notifications on his own behalf and at his own expense.
- 7. The Contractor selected by the Tenant shall prepare the technical documentation containing, *inter alia*, the structural calculations and working drawings (the technical design must be prepared by a structural engineer who holds appropriate qualifications in this regard), the installed power of light sources, detailed list of light sources, and present the same to the Lessor for approval.
- 8. The Tenant shall provide the Lessor with one (1) copy of the Display's technical documentation, install the Display within the times previously arranged with the Lessor, and upon completion of the installation provide the Lessor with the report of Display installation, confirming that the installation was carried out in accordance with the guidelines contained in the Display's technical documentation.

## **ENCLOSURE No. 11.3**

#### PRICE LIST

First 30 minutes - free of charge Each next, commenced hour - PLN 5.00 Lost ticket fine - PLN 50.00

#### RULES GOVERNING THE USE OF PAID, UNATTENDED GROUND LEVEL CAR PARK IN THE "QUATTRO BUSINESS PARK" OFFICE COMPLEX, KRAKÓW

Upon entering the area of the Ground Level Car Park in the Quattro Business Park Complex area (the "QBP Complex"), a vehicle driver consents to the provisions hereof, and undertakes to comply herewith.

In the event of non-acceptance hereof, the vehicle driver shall have the right to immediately leave the Ground Level Car Park area without paying the fee.

#### I. GENERAL

- 1. Vehicles in the QBP Complex area can be parked in the Ground Level Car Park, Multi-Storey Car Park, and in the Underground Garage under office buildings A, B, C, D, FIVE (hereinafter referred to jointly as the "QBP Complex Car Parks").
- 2. Rules Governing the Use of QBP Complex Car Parks are composed of several parts: Ground Level Car Park Rules, Multi-Storey Car Park Rules, Underground Garage Rules, as well as Bike Park Rules, and are part of Rules of Order in place in the QBP Complex.
- 3. Rules Governing the Use of QBP Complex Car Parks are available for perusal at reception desk of each of the QBP Complex buildings.
- 4. These rules, hereinafter referred to as the "Rules," determine terms and conditions of use of vehicle parking places in the access-controlled ground level car park, located within the Quattro Business Park Office Complex in Kraków, al. Gen. Tadeusza Bora-Komorowskiego, hereinafter referred to as the "Ground Level Car Park," designed for vehicles of up to 3.5 tons of allowable total weight, subject described in the next sentence . The ground level parking within the building FIVE is intended only for passenger cars - entry other than passenger cars in the parking lot located on the ceiling of the garage is forbidden. It can cause a construction disaster . In justified cases, the Car Park Manager may allow vehicles of higher total weight to enter the QBP Complex area).
- 5. Car Parks in the QBP Complex area, including the Ground Level Car Park, are managed by APCOA Parking Polska Sp. z o.o., a company with registered office at in Warsaw, Rondo ONZ 1, 00-124 Warsaw. (hereinafter referred to as the "Car Park Manager"). The Car Park Manager's office can be found in the ground floor of QBP Complex Building A.
- 6. Upon entering the Ground Level Car Park, the driver and the QBP Complex Owner shall conclude a contract of lease of a single parking place based on terms and conditions stipulated herein. The contract shall expire upon the driver's car leaving the Ground Level Car Park. The parking ticket shall be the proof of the contract conclusion. In the event of using the Ground Level Car Park based on a separate agreement (parking permit), the provisions hereof shall constitute an integral part of that agreement, and entering/ leaving the Ground Level Car Park shall take place with the use of a access control card, vehicle registration plate identification system, or through collecting a
- 7. Each and every Ground Level Car Park user, regardless of his/her title to use it, shall hereinafter be referred to as the "User."
- 8. These Rules may be subject to alteration, or the use of these Rules may temporarily be suspended as a result of orders issued by the police, fire department or any other services, especially those in charge of the Complex security.

#### II. CAR PARK USE CONDITIONS AND FEES

- 1. Provisions of the Road Traffic Law (published in Dziennik Ustaw, 1997, No. 98, Item 602, as later amended) apply to Car Parks areas, especially to the Ground Level Car Park that operates all days of the year.
- 2. Each User shall be obligated to comply with the provisions hereof, as well as with guidelines and instructions issued by the Car Park Manager, the QBP Complex security staff, Car Park attendants or duly authorized services (police, municipal guards), and to observe traffic rules, road signs, signboards and other information signs located within the Complex area, including in particular those in the Ground Level Car Park area.
- 3. Vehicles shall be parked only within designated parking places
- 4. There also are special parking stations within the Ground Level Car Park area, designed for bicycles and motorcycles, as well as parking places for general public, for the disabled, and for delivery vans. The provisions hereof shall apply accordingly to those Users, who use such facilities and places.
- 5. A User shall be obligated to pay special attention to other vehicles, and place his/her car centrally between delimiting lines so that to occupy a single parking place only and not to hinder the use of adjacent parking places.
- 6. The parking fee shall be charged 7 days a week, 24 hours a day. The parking fee for each parking place occupied shall be established based on a current price list. The Car Park Manager may, in a specific case, decide to apply a zero rate in relation to the parking fee.
- 7. Parking fees shall be paid in the automatic cash box located at the Multi-Storey Cark Park. In order to obtain a zero parking rate, a User should report at the reception desk, Building C or Building FIVE.
- 8. When entering the Car Park area, a vehicle driver should:
- stop the car at the entrance terminal.
- open the barrier by collecting the car park ticket or bringing the access control card close to the reader, or by identification of the vehicle registration plate by the car park system.
- remember that the barrier closes immediately after a vehicle has passed under it a simultaneous passing of two cars at a time shall result in damage to the car and the parking system,
- contact the Car Park attendant in case of any problems via intercom unit installed on the entrance terminal station.
- 9. Before leaving the Car Park area, a vehicle driver should:
- go to the automatic cash box to pay the parking fee, or report at the reception desk, Building C to obtain a zero parking rate (this requirement applies to those Users who have parked their cars based on the parking ticket),
- stop the car at the exit terminal,
- open the barrier by placing the car park ticket in the exit terminal station or bringing the access control card close to the reader, or by identification of the vehicle registration plate by the car park system, respectively
- remember that the barrier closes immediately after a vehicle has passed under it a simultaneous passing of two cars at a time shall result in damage to the car and the parking system,
- contact the Car Park attendant in case of any problems via intercom unit installed on the exit terminal station.
- 11. A person, who is producing the parking ticket, using the access control card, or driving vehicle when leaving the Ground Level Car Park area shall be considered by the QBP Complex Owner and the Car Park Manager a person duly authorized to drive the given vehicle.
- 12. In the event that e.g. a fire alarm has been announced, or an order has been issued to evacuate the QBP Complex users, all obstacles in the Ground Level Car Park may be dismantled, for instance entrance and exit barriers may be raised, and Car Park attendants shall be showing and facilitating access to relevant services. In that case, instructions of the person in charge of the evacuation shall be binding, and all Car Park Users shall be obligated to absolutely follow them. III. LIABILITY OF THE QBP COMPLEX OWNER AND OF THE CAR PARK MANAGER

- 1. Neither the Car Park Manager, nor the QBP Complex Owner shall be liable for any vehicle thefts (including bicycle and motorcycle thefts) or any thefts of vehicle equipment, or damages caused by third persons.
- 2. The liability of the Car Park Manager and of the QBP Complex Owner on account of damages resulting from road accidents, bumps, crashes, including also those caused by persons using access control cards or parking tickets in an unauthorized way, shall be excluded. Any damages to other cars, the Car Parks, including the Ground Level Car Park and its furnishings shall need to be reported to the police and Car Park attendants.
- 3. Complaints concerning services provided hereunder shall be made in writing to the Car Park Manager's office.

#### IV. LIABILITY OF THE USER

- 1. The User shall be obligated to inform the Car Park authorities forthwith (without being requested to do so) about any damages caused by him/her within the Ground Level Car Park area, not later than before leaving it.
- 2. The User shall be liable for any damages caused by him/her or by accompanying persons to the QBP Complex Owner, Car Park Manager, or to third persons. In the event of having damaged any part of the QBP Complex, the User shall be obligated to cover the related repair costs.
- 3. The User shall be liable for soiling of the Car Park areas, including in particular the Ground Level Car Park area, and shall be obligated to immediately clean the spots soiled by him/her. Otherwise, he/she may be charged with relevant costs of cleaning thereof.
- 4. The User shall be liable for any damages resulting from the loss of the parking ticket or the access control card, or giving them for use by a third person.

5. In the event of failure to comply with the provisions of Rules Governing the Use of QBP Complex Car Parks, including in particular these Rules, the QBP Complex Owner, the Car Park Manager, or Car Park attendants / QBP Complex security staff shall be authorized to request the User to immediately move the car to any other designated place, to lock the car by means of proper technical devices, or to order the car to be towed away at the User's cost, to refuse the User the right to re-enter the Complex area, and also to call the police or municipal guards. Failure to comply with the provisions hereof may lead to penalties imposed by the police or any other authorized bodies. The QBP Complex Owner and the Car Park Manager reserve that their liability for any damages that may have been caused during towing away of the User's car or as a result of that towing away, or for stealing of the car from the place, to which it has been towed, shall be excluded in whole. At the same time, they reserve that there is a number of instructions in effect in the QBP Complex area, including those applicable to drivers failing to comply with Rules Governing the Use of QBP Complex Car Parks, and the QBP Complex security staff and/or Car Park attendants shall have the right to apply those instructions, and they shall actually be doing so.

#### V. SAFETY REGULATIONS

- 1. The maximum allowable speed limit in the Ground Level Carp Park is 20 km/h.
- 2. In the QBP Complex area, and in particular in the Ground Level Car Park area it shall absolutely be prohibited:
- to smoke and use an open fire, and to drink alcohol,
- to fuel vehicles and to store fuels, flammable substances and empty fuel containers, and to park vehicles with leaky fuel inlets or systems,
- to enter the Car Parks by unauthorized persons,
- to leave vehicles on fire access roads and in other places in the way impeding the use of the Ground Level Car Park, including also blocking of fire brigade access roads,
- to leave bicycles and motorcycles in other places of the QBP Complex than those designated for that purposes (note: as regards bicycles and motorcycles, also Bike Park Rules apply, and the Bike Park is located close to the Multi-Storey Car Park),
- to enter the Ground Level Car Park by vehicles of the allowable total weight in excess of 3.5 tons; however, with reservation that such vehicles may be allowed to enter the Ground Level Car Park in justified cases and upon the QBP Complex Owner's and/or the Car Park Manager's consent,
- to park vehicles in places not designated for that purpose, in
- to park vehicles in places not designated for that purpose, in particular in those, which have been provided with "No Parking" signs, including also the QBP Complex driveways,
   to park vehicles in places designated for an exclusive use by other Users or in places for the disabled, technical places, goods delivery areas, greens, sidewalks and access roads, and to park cargo vehicles outside designated places,
- to leave vehicles overnight without having informed the Car Park Manager, the QBP Complex security staff, or the Car Park attendants,
- wash and repair vehicles
- litter the Car park areas
- to start needlessly the car engine, or to perform the engine tests,
- entering and parking of vehicles heavier than the permissible weight
- 3. Due to the safety of property and Users, the area of the Quattro Business Park Complex, including the Ground Level Car Park, is subject to video surveillance.

The data administrator is Quattro Business Park Sp. z o.o. with headquarters in Warsaw, at ul. Twarda 18.

These Rules go into effect on 1 October 2013. Updated on 24 October 2021

#### RULES GOVERNING THE USE OF UNATTENDED UNDERGROUND GARAGE IN THE "OUATTRO BUSINESS PARK" OFFICE COMPLEX, KRAKÓW

Upon entering the area of the Underground Garage in the Quattro Business Park Complex area (the "QBP Complex"),

a vehicle driver consents to the provisions hereof, and undertakes to comply herewith.

In the event of non-acceptance hereof, the vehicle driver shall have the right to immediately leave the Underground Garage.

#### I. GENERAL

- 1. Vehicles in the QBP Complex area can be parked in the Ground Level Car Park, Multi-Storey Car Park, and in the Underground Garage under office buildings A, B, C, D and FIVE (hereinafter referred to jointly as the "QBP Complex Car Parks").
- 2. Rules Governing the Use of QBP Complex Car Parks are composed of several parts: the Ground Level Car Park Rules, the Multi-Storey Car Park Rules, the Underground Garage Rules, as well as Bike Park Rules, and are part of Rules of Order in place in the QBP Complex.
- 3. Rules Governing the Use of QBP Complex Car Parks are available for perusal at reception desk of each of the QBP Complex buildings.

  4. These rules, hereinafter referred to as the "Rules," determine terms and conditions of use of vehicle parking places in the partially access-controlled underground garage, located within the Quattro Business Park Office Complex in Kraków, al. Gen. Tadeusza Bora-Komorowskiego, hereinafter referred to as the "Underground Garage".

  5. Car Parks in the QBP Complex area, including the Ground Level Car Park, are managed by APCOA Parking Polska Sp. z o.o., a company with registered office at in Warsaw (00-124), Rondo ONZ 1.
- (hereinafter referred to as the "Car Park Manager").
- 6. The Underground Garage is an unattended car park, accessible within the OBP Complex via access driveway A (located at Building A), with the use of a access control card, or via access driveway B, which is not covered by the access-control system.

  7. Each and every Underground Garage user, regardless of his/her title to use it, shall hereinafter be referred to as the "User."
- 8. These Rules may be subject to alteration, or the use of these Rules may temporarily be suspended as a result of orders issued by the police, fire department or any other services, especially those in charge of the Complex security.

#### II. UNDERGROUND GARAGE USE CONDITIONS

- 1. Provisions of the Road Traffic Law (published in Dziennik Ustaw, 1997, No. 98, Item 602, as later amended) apply to Car Parks areas, especially to the Underground Garage that operates all days of
- 2. Each User shall be obligated to comply with the provisions hereof, as well as with guidelines and instructions issued by the Car Park Manager, the QBP Complex security staff, Car Park attended to the Car Park Manager. duly authorized services (police, municipal guards), and to observe traffic rules, road signs, signboards and other information signs located within the QBP Complex area, including in particular those in the Underground Garage area.
- 3. Vehicles shall be parked only within designated parking places
- 4. A User shall be obligated to pay special attention to other vehicles, and place his/her car centrally between delimiting lines so that to occupy a single parking place only and not to hinder the use of adjacent parking places.

  5. Bicycle rider, before entering the parking should get off the bike and walk to the parking where there the bicycle racks are installed When entering the Car Park area, a vehicle driver should:
- stop the car at the entrance terminal,
   open the barrier by bringing the access control card close to the reader,

- remember that the barrier closes immediately after a vehicle has passed under it a simultaneous passing of two cars at a time shall result in damage to the car and the parking system, contact the Car Park attendant by means of the entrance terminal intercom in case of any problems with entering the Car Park.
- 6. Before leaving the Car Park area, a vehicle driver should:
- stop the car at the exit terminal,
- open the barrier by bringing the access control card close to the reader or reading the license plate,
   remember that the barrier closes immediately after a vehicle has passed under it a simultaneous passing of two cars at a time shall result in damage to the car and the parking system,
- contact the Car Park attendant by means of the entrance terminal intercom in case of any problems with leaving the Car Park.
- 7. A person, who is using the access control card, or driving a vehicle when leaving the Ground Level Car Park area shall be considered by the QBP Complex Owner and the Car Park Manager a person duly authorized to drive the given vehicle.
- 8. In the event that e.g. a fire alarm has been announced, or an order has been issued to evacuate the QBP Complex users, entering and/or leaving Car Parks may temporarily be suspended, or any traffic of the event that e.g. a fine administer of an instance and an instance and an instance and car Parks may be stopped, or all obstacles in Car Park areas may be dismantled, for instance entrance and exit barriers may be raised, and Car Park areas may be dismantled, for instance entrance and exit barriers may be raised, and Car Park areas may be dismantled, for instance entrance and exit barriers may be raised, and Car Park areas may be dismantled, for instance entrance and exit barriers may be raised, and Car Park areas may be dismantled, for instance entrance entrance and exit barriers may be raised, and Car Park areas may be raised, and Car Pa
- third persons.
- 2. The liability of the Car Park Manager and of the QBP Complex Owner on account of damages resulting from road accidents, bumps, crashes, including also those caused by persons using access control cards in an unauthorized way, shall be excluded. Any damages to other cars, the Car Parks, including the Underground Garage and its furnishings shall need to be reported to the police and Car Park attendants.
- 3. Complaints concerning services provided hereunder shall be made in writing to the Car Park Manager's office

#### IV. LIABILITY OF THE USER

- 1. The User shall be obligated to inform the Car Park authorities forthwith (without being requested to do so) about any damages caused by him/her within the Car Parks, not later than before leaving the
- 2. The User shall be liable for any damages caused by him/her or by accompanying persons to the QBP Complex Owner, Car Park Manager, or to third persons. In the event of having damaged any part of the QBP Complex, the User shall be obligated to cover the related repair costs.
- 3. The User shall be liable for soiling of the Car Park areas, including in particular the Underground Garage area, and shall be obligated to immediately clean the spots soiled by him/her.
- 4. The User shall be liable for any damages resulting from the loss of access control card, or giving it for use by a third person.
- 5. In the event of failure to comply with the provisions of Rules Governing the Use of QBP Complex Car Parks, including in particular these Rules, the QBP Complex Owner, the Car Park Manager, or Car Park attendants / QBP Complex security staff shall be authorized to request the User to immediately move the car to any other designated place, to lock the car by means of proper technical devices, or to order the car to be towed away at the User's cost, to refuse the User the right to re-enter the Complex area, and also to call the police or municipal guards. Failure to comply with the provisions or to order the car to be towed away at the Oser's cost, to refuse the Oser the right to re-enter the Complex area, and also to can the police or infinitipal guiants. Faither to comply with the provisions hereof may lead to penalties imposed by the police or any other authorized bodies. The QBP Complex Owner and the Car Park Manager reserve that their liability for any damages that may have been caused during towing away of the User's car or as a result of that towing away, or for stealing of the car from the place, to which it has been towed, shall be excluded in whole. At the same time, they reserve that there is a number of instructions in effect in the QBP Complex area, including those applicable to drivers failing to comply with Rules Governing the Use of QBP Complex Car Parks, and the QBP Complex security staff and/or Car Park attendants shall have the right to apply those instructions, and they shall actually be doing so.

#### V. SAFETY REGULATIONS

- 1. The maximum allowable speed limit in the Underground Garage is 10 km/h. Drivers should use considerable caution while driving within the QBP Complex area, including the Underground Garage
- 2. In the QBP Complex area, and in particular in the Underground Garage it shall absolutely be prohibited:
- to smoke and use an open fire, and to drink alcohol,
- to fuel vehicles and to store fuels, flammable substances and empty fuel containers, and to park vehicles with leaky fuel inlets or systems,
- to enter the Car Parks by unauthorized person
- to leave vehicles on fire access roads and in other places in the way impeding the use of the Car Parks, including also blocking of fire access roads,
- to leave bicycles and motorcycles in other places of the QBP Complex than those designated for that purposes (note: as regards bicycles and motorcycles, also Bike Park Rules apply, and the Bike Park is located close to the Multi-Storey Car Park),
- to enter the Ground Level Car Park by vehicles of the allowable total weight in excess of 3.5 tons; however, with reservation that such vehicles may be allowed to enter the Ground Level Car Park in justified cases and upon the QBP Complex Owner's and/or the Car Park Manager's consent,

  - to park vehicles in places not designated for that purpose, in particular in those, which have been provided with "No Parking" signs, including also the QBP Complex driveways,

  - to park vehicles in places designated for an exclusive use by other Users or in places for the disabled, technical places, goods delivery areas, greens, sidewalks and access roads, and to park cargo vehi-
- cles outside designated places.
- to leave vehicles overnight without having informed the Car Park Manager, the QBP Complex security staff, or Car Park attendants,
- to start needlessly the car engine, or to perform the engine tests,
- to ride bicycle,
- to litter
- to wash and repair vehicles,
- to enter the Underground Garage by LPG-fuelled vehicles,
   to enter the Underground Garage by vehicles that are higher than 2.0 m.
- 3. Due to the safety of property and Users, the area of the Quattro Business Park Complex, including the Ground Level Car Park, is subject to video surveillance.

The data administrator is Quattro Business Park Sp. z o.o. with headquarters in Warsaw, at ul. Twarda 18.

These Rules go into effect on 1 October 2013. Updated on 24 October 2021

#### RULES GOVERNING THE USE OF UNATTENDED MULTI-STOREY CAR PARK IN THE "OUATTRO BUSINESS PARK" OFFICE COMPLEX, KRAKÓW

Upon entering the Quattro Business Park Complex area (the "QBP Complex"),

a vehicle driver consents to the provisions of Rules Governing the Use of QBP Complex Car Parks, including in particular

the provisions hereof, and undertakes to comply herewith.

In the event of non-acceptance hereof, the vehicle driver shall have the right to immediately leave the QBP Complex area.I. GENERAL

- 1. Vehicles in the QBP Complex area can be parked in the Ground Level Car Park, Multi-Storey Car Park, and in the Underground Garage under office buildings A, B, C, D, FIVE (hereinafter referred to jointly as the "QBP Complex Car Parks"
- 2. Rules Governing the Use of QBP Complex Car Parks are composed of several parts: Ground Level Car Park Rules, these Rules, Underground Garage Rules, as well as Bike Park Rules, and are part of
- 2. Rules Governing the Use of QBP Complex Car Parks are composed of several parts: Ground Level Car Park Rules, these Rules, Underground Garage Rules, as well as Bike Park Rules, and are part of Rules of Order in place in the QBP Complex.

  3. Rules Governing the Use of QBP Complex Car Parks are available for perusal at reception desk of each of the QBP Complex buildings.

  4. These rules, hereinafter referred to as the "Multi-Storey Car Park Rules," determine terms and conditions of use of vehicle parking places in the multi-storey car park, located within the Quattro Business Park Office Complex in Kraków, al. Gen. Tadeusza Bora- Komorowskiego 27, hereinafter referred to as the "Multi-Storey Car Park." These Rules form part of the Rules Governing the Use of QBP
- Complex Car Parks.

  5. Car Parks in the QBP Complex area, including the Multi-Storey Car Park, are managed by Apcoa Parking Polska Sp. z o.o., a company with registered office at in Warsaw (00 124), Rondo ONZ 1 (hereinafter referred to as the "Car Park Manager"). The Car Park Manager's office can be found in the ground floor of QBP Complex Building A.

  6. The Multi-Storey Car Park is an unattended car park, accessible via QBP Complex access driveways, with the use of a magnetic card system, vehicle registration plate identification system, or car park
- ticket collection system
- 7. Each and every Multi-Storey Car Park user, regardless of his/her title to use it, shall hereinafter be referred to as the "User."
- 8. These Rules may be subject to alteration, or the use of these Rules may temporarily be suspended as a result of orders issued by the police, fire department or any other services, especially those in charge of the Complex security.

#### II. MULTI-STOREY CAR PARK USE CONDITIONS

- 1. Provisions of the Road Traffic Law (published in Dziennik Ustaw, 1997, No. 98, Item 602, as later amended) apply to Car Parks areas, especially to the Multi-Storey Car Park that operates all days of
- 2. Each User shall be obligated to comply with the provisions of Rules Governing the Use of QBP Complex Car Parks, including in particular these Rules, as well as with guidelines and instructions issued by Car Park Manager, Car Park attendants or duly authorized services (police, municipal guards), and to observe traffic rules, road signs, signboards and other information signs located within the
- 3. Vehicles shall be parked only within designated parking places.
  4. There also are special parking stations within the Car Parks, designed for bicycles and motorcycles, as well as parking places for general public, for the disabled, and for delivery vans. The provisions of Rules Governing the Use of QBP Complex Car Parks shall apply accordingly to those Users, who use such facilities and places.
- 5. A User shall be obligated to pay special attention to other vehicles, and place his/her car centrally between delimiting lines so that to occupy a single parking place only and not to hinder the use of adjacent parking places
- 6. When entering the Car Park area, a vehicle driver should:
- stop the car at the entrance terminal.
- open the barrier by collecting the car park ticket or bringing the magnetic card close to the reader, or by identification of the vehicle registration plate by the car park system,
- remember that the barrier closes immediately after a vehicle has passed under it a simultaneous passing of two cars at a time shall result in damage to the car and the parking system, contact the Car Park attendant by means of the entrance terminal intercom in case of any problems with entering the Car Park.
- 7. Before leaving the Car Park area, a vehicle driver should:
- stop the car at the exit terminal,
- open the barrier by placing the car park ticket in the exit terminal station or bringing the magnetic card close to the reader, or by identification of the vehicle registration plate by the car park system, remember that the barrier closes immediately after a vehicle has passed under it a simultaneous passing of two cars at a time shall result in damage to the car and the parking system,

- contact the Car Park attendant by means of the exit terminal intercom in case of any problems with leaving the Car Park.

  8. A person, who is using the magnetic card upon leaving the Car Park area, or driving a vehicle, shall be considered by the QBP Complex Owner and Car Park Manager a person duly authorized to drive the given vehicle.
- 9. In the event that e.g. a fire alarm has been announced, or an order has been issued to evacuate the QBP Complex users, entering and/or leaving Car Parks may temporarily be suspended, or any traffic within the QBP Complex Car Parks may be stopped, or all obstacles in Car Park areas may be dismantled, for instance entrance and exit barriers may be raised, and Car Park attendants shall be showing and facilitating access to relevant services. In that case, instructions of the person in charge of the evacuation shall be binding, and all Car Park Users shall be obligated to absolutely follow them.

  III. LIABILITY OF THE CAR PARK MANAGER AND OF THE QBP COMPLEX OWNER
- 1. Neither the Car Park Manager, nor the QBP Complex Owner shall be liable for any vehicle thefts (including bicycle and motorcycle thefts) or any thefts of vehicle equipment, or damages caused by third persons.
- 2. The liability of the Car Park Manager and of the QBP Complex Owner on account of damages resulting from road accidents, bumps, crashes, including also those caused by persons using magnetic cards or car park tickets in an unauthorized way, shall be excluded. Any damages to other cars, Car Parks, including the Multi-Storey Car Park and its furnishings shall need to be reported to the police and Car Park attendants.
- 3. Complaints concerning services provided hereunder shall be made in writing to the Car Park Manager's office.

#### IV. LIABILITY OF THE USER

- 1. The User shall be obligated to inform the Car Park authorities forthwith (without being requested to do so) about any damages caused by him/her within the QBP Complex Car Parks area, not later than before leaving the QBP Complex area.
- 2. The User shall be liable for any damages caused by him/her or by accompanying persons to the QBP Complex Owner, the Car Park Manager, or to third persons. In the event of having damaged any part of the QBP Complex, the User shall be obligated to cover the related repair costs.
- 3. The User shall be liable for soiling of the Car Park areas, including in particular the Multi-Storey Car Park area, and shall be obligated to immediately clean the spots soiled by him/her.
- 4. The User shall be liable for any damages resulting from the loss of the magnetic card, or giving it for use by a third person.
- 5. In the event of failure to comply with the provisions of Rules Governing the Use of QBP Complex Car Parks, including in particular these Rules, the QBP Complex Owner, the Car Park Manager, or Car Park attendants / QBP Complex security staff shall be authorized to request the User to immediately move the car to any other designated place, to lock the car by means of proper technical devices, or to order the car to be towed away at the User's cost, to refuse the User the right to re-enter the Complex area, and also to call the police or municipal guards. Failure to comply with the provisions hereof may lead to penalties imposed by the police or any other authorized bodies. The QBP Complex Owner and the Car Park Manager reserve that their liability for any damages that may have been caused during towing away of the User's car or as a result of that towing away, or for stealing of the car from the place, to which it has been towed, shall be excluded in whole. At the same time, they reserve that there is a number of instructions in effect in the QBP Complex area, including those applicable to drivers failing to comply with Rules Governing the Use of QBP Complex Car Parks, and the QBP Complex security staff and/or Car Park attendants shall have the right to apply those instructions, and they shall actually be doing so

#### V. SAFETY REGULATIONS

- 1. The maximum allowable speed limit in the Ground Level Car Park is 20 km/h, and 10 km/h in the Multi-Storey Car Park. Drivers should use considerable caution while driving within the OBP Complex area, including the Multi-Storey Car Park area.
- In the QBP Complex area, and in particular in the Multi-Storey Car Park area, it shall absolutely be prohibited:
   to smoke and use an open fire, and to drink alcohol,
- to fuel vehicles and to store fuels, flammable substances and empty fuel containers, and to park vehicles with leaky fuel inlets or systems,
- to enter the Car Parks by unauthorized person
- to leave vehicles on fire access roads and in other places in the way impeding the use of the Ground Level / Multi-Storey Car Park, including also blocking of fire access roads,
- to leave bicycles and motorcycles in other places of the QBP Complex than those designated for that purposes (note: as regards bicycles and motorcycles, also Bike Park Rules apply, and the Bike Park is located close to the Multi-Storey Car Park),

  to enter the Ground Level Car Park or the Multi Storey Car Park by vehicles of the allowable total weight in excess of 3.5 tons; however, with reservation that such vehicles may be allowed to enter
- the Ground Level Car Park or the Multi Storey Car Park in justified cases and upon the QBP Complex Owner's and/or the Car Park Manager's consent,

  to park vehicles in places not designated for that purpose, in particular in those, which have been provided with "No Parking" signs, including also the QBP Complex driveways,
- to park vehicles in places designated for an exclusive use by other Users or in places for the disabled, technical places, goods delivery areas, greens, sidewalks and access roads, and to park cargo vehicles outside designated places.
- to leave vehicles overnight without having informed the Car Park Manager, the QBP Complex security staff, or the Car Park attendants,
- to start needlessly the car engine, or to perform the engine tests,
- to enter the Car Park areas by LPG-fuelled vehicles, to enter the Car Park areas by vehicles that are higher than 2.2 m.
- to vacuum and repair vehicles
- 3. Due to the safety of property and Users, the area of the Quattro Business Park Complex, including the Ground Level Car Park, is subject to video surveillance.

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