

Building Regulations

These Building Regulations shall be an integral part of the Lease Agreement. The aim of this document is to stipulate rules of cooperation between the Lessor and Building Manager and their Lessees. Each Lessee shall make their Employees familiar herewith and oblige them to follow the provisions hereof. The Regulations shall be obligatory for all persons present in the Building.

Documents connected with the Lease Agreement and Regulations

(given to Lessees by the Property Manager on the day of handing over the leased area):

- ***Manual for Lessees*** (includes detailed contact data, information about the Building and its conveniences);
- ***Building Procedures*** (stipulate the code of conduct in particular situations, e.g. during the move or using building systems, such as lifts);
- ***Fire Safety Manual*** (the document providing the proper level of fire safety in the Building; it is a consequence of the Regulation of the Minister of Internal Affairs and Administration from April 21, 2006 on fire safety in buildings, other facilities and areas).

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A. Order and safety

1. The Lessee agrees to obey the provisions of these Building Regulations (hereinafter referred to as “**Building Regulations**”) listed hereunder, stipulated by the Lessor in order to provide the smooth, safe and proper operation of the Building. Disobeying the provisions hereof by the Lessee shall be treated as infringement of the Lease Agreement.
2. On the premises of the Building, the Lessee, their guests, employees and service providers shall obey safety rules stipulated by the Lessor. In particular, the rules may refer to hours and options of access to the Building, possessing ID cards, access cards, carrying in/out objects to/from the Building. The detailed rules shall be stipulated in the “Manual for Lessees” and “Building Procedures”.
3. Lessee’s Employees shall have access to the Building on the basis of individual access cards. The Lessee shall hand over to the Lessor an updated list of Employees. The Lessee shall regularly update the list of Employees. The detailed information shall be stipulated in the “Manual for Lessees” and “Building Procedures”, defined and announced by the Property Manager.
4. The security and service employees employed by the Lessor shall have the right to ask people entering or leaving the Building or its Premises about the purpose of their visit in the Building and ask them to present a proper document authorising them to stay in the Building. If the asked person does not present such document or does not give the reason of their presence in the Building, they may be asked to leave the Building.
5. The Lessee shall not use floors, walls, ceilings or elements of the Building construction in any way which might cause overloading or damage, or affect elements of structure, load-bearing construction, roof, foundations, ceiling beams or outer walls of the Building.
6. The Lessee shall not overload the lifts, electrical installations, transmission systems or any other Lessor’s devices located in Premises. The Lessee shall not overload any ventilation, heating or air-conditioning systems or any other machines and devices operating in the Building, except normal use.
7. The Lessee shall not use or store any flammable, explosive or illuminating materials in Premises. The Lessee shall not cause any excessive noise or vibrations in the Building, produce intense or unpleasant smells in Premises, disturb or harm other Lessees and their Customers whatsoever. Machines and devices owned by the Lessee, causing noise or vibrations, which might be transmitted onto the construction of the Building or another Lessee, or producing intense or unpleasant smells, shall be placed on devices eliminating vibrations; they shall also be equipped by the Lessee, at the Lessee’s expense, with anti-vibration devices or other devices eliminating excessive noise, vibrations or unpleasant smells. This provision does not exclude the Lessee’s right to use machines and mechanical devices which might cause noise, vibrations or unpleasant smell during finishing works

- or repairs conducted by the Lessee. In each case, the Lessee shall obtain the prior written consent of the Lessor to use such machines and devices and agree with the Lessor the schedule of their work.
8. All garbage and waste produced by the Lessee shall be separated by the Lessee. The waste shall be placed in properly prepared containers and devices located in garbage Premises. Waste which might rot, produce unpleasant smells or is dirty, shall be packed into plastic bags.
 9. The Lessee shall not contaminate the Building or leave waste or garbage in places other than waste containers dedicated for that purpose.
 10. The Building Reception shall work from 8.00 a.m. to 6.00 p.m. on working days.
 11. Security Employees employed by the Lessee may stay only in Lessee's Premises. The Lessee may not ask their Security Employees to stay in common areas or outside the Building, unless agreed otherwise with the Lessor.
 12. Smoking in the Building and within the distance of 8 m away from the Building is strictly prohibited. The Owner shall outline a place for that purpose.
 13. Pets are not allowed in the Building (except guide dogs).
 14. Apart from outlined parking places, moving in bikes, motorbikes or other vehicles of that kind to the Building is prohibited.
 15. The Lessor may conduct evacuation from the leased Premises and/or the whole Building in case of emergency, natural disaster or regular obligatory fire drill.
 16. The Lessee may not use the name of the Building for purposes other than contact data. The Lessee may not use the name of the Building after leaving the leased area; the Lessee may not use the image of the Building on any advertising or information materials without the Lessor's consent.
 17. The Lessee may not act on behalf of the Building.
 18. Persons carrying out office equipment from the Building shall present a material pass or a declaration issued by an authorised Lessee – Office Manager, stating that this equipment is owned by the Lessee or the person carrying it out. The Lessee shall submit to the Lessor the list of persons authorised to issue and sign material passes and declarations.

B. Using the leased area

19. Pavements, halls, corridors, passages, staircases and other common areas may not be blocked by the Lessee or used for any other purpose than access to Premises and other parts of the Building, in particular, any chests, boxes and other objects of that kind may not be stored there. In case the Lessee intends to dispose of boxes, chests and other unusual types of garbage or waste, the Lessee shall do it after working hours, upon prior agreement with the Property Manager.
20. Doors to corridors and fire doors shall be closed when not used.

21. The Lessor shall have the right to define in writing the maximum weight and location of heavy equipment or objects which might overload the ceiling. Any damage in Premises or Building caused by improper location of such heavy objects by the Lessee shall be removed at the Lessee's expense.
22. Carrying in heavy objects, like safes, goods, furniture, archives or other bulk objects shall be preceded by a written notification to the Property Manager, including the maximum weight and location of heavy equipment or objects which might cause overloading of the ceiling. Such action shall be supervised by a person representing the Building and the Lessee, upon prior consent from the Property Manager.
23. Regardless of the provision stipulated in point 7 hereinabove, the Lessee may not use any machines or devices in Premises without the prior written consent of the Lessor, except ordinary office equipment, such as photocopiers, computers, coffee machines, fridges, microwave ovens, water distributors, etc. The Lessor hereby gives consent to place photocopiers, computers, coffee machines, fridges, microwave ovens, water distributors, etc. under the condition that the Lessee confirms with the Owner the maximum load of the power supply system. Under no circumstances may the Lessee locate devices which might create hazard to human life or use devices which do not work properly or need to be repaired.
24. Unless explicitly agreed otherwise with the Lessee, in case there is a need to fit electrical wires of any type to phones, devices or for any other purposes, the wires shall be fitted in accordance with the Lessor's instructions. Any fitting, drilling or cutting wires without the Lessor's consent and instructions is prohibited.
25. Fitting additional locks in any doors without the prior written consent of the Lessor is prohibited. All necessary keys shall be delivered by the Lessor and returned on the Day of Lease Termination (or on the day the Lease Agreement is terminated). The Lessee may obtain additional keys from the Lessor; the charge for them shall be defined by the Lessor.
26. Fitting window blinds, roller-blinds, curtains and other window elements which are visible from outside may be carried out upon the prior written consent of the Lessor.
27. The Lessee shall not block inspection hatches of mechanical or electrical systems of the Building with furniture, or hinder access of maintenance workers to the hatches in case of ordinary maintenance works or emergency. The cost of moving the furniture in order to provide proper access to the devices and inspection hatches, as well as the cost resulting from the lack of access to the Premises, devices and inspection hatches shall be borne by the Lessee. Except emergency cases, the Lessor shall inform the Lessee about the date of inspection in order to give the Lessee enough time to provide access to proper devices and inspection hatches.
28. The Lessee shall periodically (at least twice a year) guarantee the Property Manager access to Premises and traffic routes in order to conduct inspections

aiming at providing fire safety, general safety in the Building and environment protection.

29. The Lessor shall provide technical support from 8.00 a.m. to 6.00 p.m., from Monday to Friday. The reaction time to Lessees' notifications about defects depends on the priority and is about 30 minutes. Apart from removing defects, the technical team also provides support in other technical matters, on the Lessee's request. Such additional support is paid. On holidays and at nights, the reaction time of a technician may be up to 2 hours as of the notification. In case the Lessee calls the technical team, the arrival shall be paid in accordance with rates per working hour of a technician.
30. None of the parts of the Building shall be used for residential purposes.
31. The Lessee may not relocate fire equipment or cover alarm and signal devices with posters, advertisements or any other objects.
32. Without obtaining prior written consent, the Lessee shall not make any alterations in electrical systems, general building safety systems or any other common systems located in the leased area.
33. The Lessee shall be responsible for maintenance and repairs of devices fitted by the Lessee or upon the Lessee's request.
34. Locks to doors in the leased area (lift halls – entrance to the Lessee's area) are provided by the Owner of the Building who has the right to keep spare keys used in particular emergencies. Each use of a master key shall be described in a protocol drawn up in case there is an emergency. The Lessee shall not fit any additional locks and securities without the consent of the Owner or Property Manager.
35. The Lessee shall secure the office against burglary. In case the Lessee ignores proper means of safety (e.g. does not secure office keys, leaves the outside door open), the Lessee shall be responsible for it. In case there is a need to fit additional alarm systems, the Owner shall offer every possible support to the Lessee and facilitate the process of configuring the system with the general Building access control system. Fitting any additional alarm systems requires prior Owner's consent. When the work is finished, the last person leaving the leased Room shall secure business documents, switch off electrical devices and lights and lock the door. During regular, 24h rounds, Security employees check whether the doors to offices are locked. The rounds do not include checking the leased areas; the Security employees check only whether the doors to offices are locked for the night.

C. Information and advertisement signs in common areas of the Building

36. Identification signs which will be placed on the information board at the main entrance and on common information boards shall be prepared and placed there by the Lessor, at the Lessor's expense. Placing any other signs without prior written

consent of the Lessor, in which the Lessor stipulates the location and form of such signs, shall be prohibited.

37. Placing any signs, letters, pictures, information or advertisements in windows (so that they are visible from outside) shall be prohibited, unless the Lease Agreement stipulates otherwise.
38. The Lessor shall have the right to remove any signs placed by the Lessee in common areas, on the Building or outside the Building without informing the Lessee about the removal, if the signs were placed there without the Lessor's consent; the removal shall be done at the Lessee's expense.

D. Moves, carrying in and out

39. The Lessee shall inform the Lessor in writing about a planned move and carrying in or out heavy or bulk objects. Carrying in and out such objects shall be conducted exclusively upon the prior written consent of the Lessor and in accordance with Lessor's instructions. The Lessee shall be liable for any costs connected with damaging Lessee's possessions during the move, any and all damage, devastations, claims, law suits, costs and expenses connected with body injuries or damage of possessions suffered by the Lessor or any third person, if the injury or damage is connected with the Lessee's move.
40. Deliveries shall be carried out through entrances and lifts indicated by the Lessor for this type of service, within normal working hours. Any deliveries before or after the working hours shall require the Lessor's written consent. Deliveries of bulk objects shall be carried out after 5.00 p.m.

E. Commerce and distribution

41. Door-step selling, prostitution, canvassing, services connected with personal selling, gambling or auctions are prohibited in the Building; the Lessee shall cooperate to prevent such forms of activities in the Building.
42. Lessees leasing commercial-service areas shall additionally obey particular provisions regarding supplies, window decorations and waste disposal. The provisions are valid on the basis of an agreement with the Lessor or the Lessor's regulation announced to the Lessee.
43. The parking time for vehicles of regular suppliers within normal working time may not exceed 15 minutes.
44. In case a vehicle whose weight exceeds 3.5 tons needs to enter the yard of the Property, the Lessee shall confirm such possibility with the Property Manager.
45. The maximum total load of the vehicles entering the yard of the Property is 15 tones. The entry of vehicles exceeding the said weight is forbidden.

F. Garage / Car Park

46. In the car park, the provisions of the Highway Code shall apply.
47. The speed limit in the car park is 10 km/h.
48. Every user of the car park shall be liable for every damage done by them in the car park, whether it refers to the user, their car, the Lessor or any third person. The Lessor shall not be liable for any damage or thefts of cars.
49. Vehicles may be parked only on defined and assigned parking places. In case this provision is disobeyed or there is an emergency, the Lessor shall be authorised to block or tow away the vehicle at the user's expense.
50. For the sake of safety, it is prohibited to: smoke and use open fire, store fuels, flammable substances and empty fuel containers, fuel up and park vehicles with leaking systems.
51. Repairing, washing and cleaning cars, changing cooling liquids, fuel or oil on parking places, internal roads and entrance or exit ramps is prohibited.
52. Dropping litter in the car park and leaving garbage outside containers dedicated for that purpose is prohibited.
53. The Lessee shall inform car park security employees about any observations or irregularities.
54. Only cars whose weight does not exceed 3.5 tons are allowed to enter the car park.
55. Upon the Lessor's request, the Lessee shall submit the list of registration numbers of vehicles which are authorised to park in the car park.
56. The Lessor shall not be liable for any damage or thefts of bicycles parked in the yard.

G. Environment protection

57. According to the provisions of the Act on waste, the Lessee shall be responsible for all waste produced by the Lessee, except municipal waste; in particular, the Lessee shall be responsible for hazardous waste. Disposing of this type of waste to containers dedicated for municipal waste is strictly prohibited. The Lessee shall fulfill obligations required by law and agree with public administration bodies the code of conduct in case of this type of waste.
58. The Lessee shall inform the Property Manager about the types and amounts of used and stored hazardous substances/materials and submit copies of MSDS of these substances to the Property Manager.

59. Using substances which are prohibited by the Polish law or storing them in Premises is prohibited.
60. The Lessee shall inform the Property Manager about every irregularity regarding protection of environment and health of Building occupants.

H. Other

61. The Lessor shall reserve the right to amend this document and stipulate additional rules and provisions which the Lessor finds necessary for proper and safe operation of the Building and comfort of Lessees.
62. The Lessor shall inform the Lessee in writing about amendments of the Building Regulations or new rules and provisions stipulated by the Lessor (by sending the copy of such amended Building Regulations or new rules and provisions). In case the Lessee does not accept the amended Building Regulations or new rules and provisions stipulated by the Lessor (however, the Lessee may not reject them without giving reasons), the Lessee shall hand over to the Lessor a written protest within seven (7) days as of the day the Lessee received the amended Building Regulations or the new rules and provisions. If the Lessee does not hand over the protest, the amended Building Regulations or the new rules and provisions shall become binding for the Lessee after the abovementioned period of seven (7) days. In order to avoid any doubts, handing over the protest against the amended Building Regulations or the new rules and provisions shall not release the Lessee from the obligation to obey the Building Regulations (i.e. the version before amendment).
63. In connection herewith, the provisions described in "Fire Safety Manual", "Manual for Lessees" and "Building Procedures", stipulated by the Property Manager and Owner, shall also be binding.

I. Use of the Terrace.

64. With reference to the terrace on the 13th floor of the Building (the "Terrace"), part of the Terrace, marked in blue on the map attached as Schedule 1 hereto ("Part A of the Terrace"), is intended for communal use by the Lessees of leased areas situated in the Building, as well as their staff and visitors (the "Terrace Users"). Part of the Terrace marked in red on the map attached as Schedule 1 hereto ("Part B of the Terrace") is not intended for communal use by Lessees.
65. Terrace Users unauthorized to use Part B of the Terrace shall be required to refrain from visiting Part B of the Terrace, and are required not to disturb in any manner the quiet enjoyment of Part B of the Terrace by its users. The use of the Terrace by the Terrace Users may in any manner interfere with the quiet enjoyment of the Terrace or the Building by other Lessees or users, including other Terrace Users. Lessee shall bear sole responsibility for ensuring order and safety in the Part A of the Terrace in connection with the use of said Part A of the Terrace by the

Lessee's staff and visitors, as well as responsibility for Terrace Users Lessee invites.

66. Part A of the Terrace shall be available to the Terrace Users 6 months per calendar year, from each 1 April to each 30 September, during the Building office hours, i.e. from 8 am to 6 pm. Outside of the six-month period referred to above and outside of the office hours, Part A of the Terrace may only be used by Terrace Users subject to prior written consent from the Lessor or the Building Manager. Once such consent has been procured, Part A of the Terrace shall be made available to Terrace users by the Building Manager.
67. If the Terrace or its fixtures or fittings are damaged, or in the event of a mechanical failure or any other accident, such as, e.g. adverse weather conditions, the use of Part A of the Terrace may be temporarily restricted or suspended without any prior notice to Lessees by the Lessor or the Building Manager, of which the Lessor or the Building Manager shall inform the Lessors accordingly. In justified cases, the Building Manager shall have the right to close the Terrace (e.g. for the duration of maintenance work, removal of technical defects and/or in any other reasonable cases).
68. No children under 12 (twelve) years of age may enter the Terrace unaccompanied by an adult.
69. No pets or feeding of birds are allowed on the Terrace.
70. The following prohibitions will be unconditionally enforced on the Terrace:
 - a) No leaning out or climbing on the Terrace railings;
 - b) No throwing of objects from the Terrace;
 - c) No littering,
 - d) No running,
 - e) No noise,
 - f) No inscriptions or signs to be placed on the Terrace railings, unless prior written consent is obtained from the Lessor or the Building Manager,
 - g) No flammable substances allowed.
71. The Lessor and the Building Manager reserve the right to demand that a Terrace User violating the rules of use of the Terrace or any other stipulation in these Building Regulations leave Part A of the Terrace.
72. The Lessee shall be liable for any mechanical damage to railings or any other structural components, fittings and/or fixtures of the Terrace occasioned due to the Lessee or fault of its visitors.

73. The Lessor shall bear no liability for any bodily harm or any other bodily or property damage sustained by the Lessee, its staff, visitors or any other Terrace User as a result of a violation of the rules of use of the Terrace.
74. No activities likely to disturb peace or public order, or to disturb the use of the Building or the Terrace by Lessees or Terrace Users, are allowed. In particular, no noise is allowed during the obligatory nighttime quiet hours of 10pm to 6am .
75. No open fire (such as, in particular, gas or charcoal grills) is allowed on the Terrace.
76. Lessees are allowed to hold events or receptions (“Events”) on Part A of the Terrace subject to prior booking and on the following terms and conditions:
- a) Lessee must notify the Building Manager of its intention to book Part A of the Terrace for the purposes of an Event no later than 21 days prior to the date scheduled for the Event. The notice of the Event must include the date, duration, scheduled program, number of participants, as well as information on whether the Event will be attended exclusively by the Lessee’s staff or whether other guests will also be invited. If the Lessee intends to invite other guests, it must ensure that the guests are given Event invitations in the form agreed with the Building Manager and have them readily available for inspection by the Building staff in order to be admitted to Part A of the Terrace;
 - b) Events may be held exclusively from 1 April to 30 September, on Thursdays and Fridays, from 8pm to midnight.
 - c) No loud and/or disco music is allowed in the course of an Event. Only background music is allowed, provided that such background music does not result in a breach of the obligations imposed by these Building Regulations, including in particular the obligations laid down in Clauses 7 and 74 of the Building Regulations;
 - d) Food and alcoholic beverages are allowed during an Event;
 - e) The Lessee may book Part A of the Terrace for the purposes of an Event no more frequently than 10 (ten) times (i.e. 10 evenings) in the period from 1 April to 30 September each year;
 - f) The Landlord or the Building Manager may withhold its consent to organize an Event if Part A of the Terrace has already been booked by another Tenant for the specified day, in which case the Landlord or the Building Manager shall suggest another available day on which the Lessee may organize the Event.