

THE RULES OF THE ADGAR PLAZA COMPLEX SITUATED IN WARSAW AT 15, 15E, 17A and 17B POSTĘPU STREET

**§ 1.**

**GENERAL PROVISIONS**

1. The following Rules of the Adgar Plaza Complex apply to the entire real estate (in particular buildings and premises) comprising the said Complex.
  2. All capitalised expressions used in these Rules shall have the following meaning:
    - 2.1. **"Building"** - means each building that is a part of the Complex;
    - 2.2. **"Visitor"** - means a person that is staying in the Building, invited by a given Tenant or a Tenant's employee. Simultaneously, every Visitor is a User;
    - 2.3. **"Complex"** - means a complex of office and retail buildings and a multi-storey car park located in Warsaw, at 15, 15A, 17A and 17B Postępu Street;
    - 2.4. **"Tenant"** - means any entity that entered into a lease agreement (or other similar agreement) with regard to premises or parking spaces located in the Complex;
    - 2.5. **"Rules"** - mean these Rules;
    - 2.6. **"User"** - means any person staying in the area of the Complex or in the Building. In particular, Users are employees and Visitors of the Tenant;
    - 2.7. **"Landlord"** - means the entity that is the owner of a given Building;
    - 2.8. **"Administrator"** - means **Green and Efficiency Services Real Estate Solutions Spółka z ograniczoną odpowiedzialnością spółka komandytowa spółka komandytowa**, authorised by the Landlord to manage the Building and supervise compliance with provisions of these Rules.
- All expressions used in singular shall also apply to plural and *vice versa*, except where the context otherwise requires.
3. These Rules set out rules for:
    - the proper use of the Building, including the Building's technical equipment and infrastructure,
    - security and preventing damage to the Building;
    - the Users' conduct, including in particular conduct of the Tenants, staff and Visitors staying in the Complex area,
    - safety, fire safety and other requirements regarding the use of the Building, including any adaptation work and other similar activities.
  4. These Rules shall be binding on all Users of the Building and the Complex. These Rules shall constitute an integral part of each agreement for the lease of premises and parking spaces located in the Building and the Complex.
  5. In the area of the Complex the Administrator shall perform its functions by, *inter alia*, rendering the following services:
    - technical,
    - administrative,
    - security, and
    - cleaning services.
  6. Users of the Building must comply with the orders of the Administrator's services.
  7. Each Tenant shall appoint their representative for contacts with the Administrator for the purpose of performing and complying with provisions of these Rules.

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8. The rules concerning the use of underground car parks in the Building, the multi-storey car park and overground parking spaces located near the Building are set out in separate Regulations.
9. Between 6.00 p.m. and 8.00 a.m. on weekdays and on non-working days the operation of the Building's systems is limited.

### **§ 2.**

#### **FIRE SAFETY RULES**

1. Users must comply with the provisions of fire safety regulations, technical and construction regulations and standards in force in Poland, and orders and recommendations of the Administrator, as well as the requirements set out in the Fire Safety Manual for the Building.
2. Specific requirements concerning fire safety applicable to the Users of the Building are set out in Chapter VIII FIRE SAFETY OBLIGATIONS AND RESPONSIBILITY of the Fire Safety Manual for the Building.

### **§ 3.**

#### **ACCESS RULES GENERAL RULES**

1. Should any person entering the Building carry items that raise objections from the security staff, such Visitor must leave the said items at the reception desk.
2. In justified cases the Building's Security Services have the right to refuse access to the Building.
3. Visitors visiting the Tenants of the Building shall report to the reception desk in order to complete formalities authorising them to enter the Building.
4. After entering the Building Visitors shall report to the reception desk, give their name and state the purpose of their visit.
5. Reception staff confirm with the Tenant the Tenant's consent for the Visitor to enter the office space. A Visitor is provided with an ID badge, which should be fastened to and displayed on a visible part of the Visitor's clothing.
6. Access cards issued to Visitors are the property of Tenants and their number is determined individually by each Tenant. If the Tenant decides that they need to increase the number of access cards, the Tenant shall report this fact in the Help Desk system and accept the cost in accordance with the applicable price list.
7. Visitors authorised to enter the office space of the Building shall go directly to the person who invited them.
8. Visitors are prohibited from staying in other parts of the Building without the knowledge and consent of the inviting person. Visitors may only stay in common parts of the Building and on the premises of the Tenant who invited them.
9. A person inviting a Visitor shall be liable for any potential damage caused by that person's Visitor in the Building and in the Complex area.
10. Once the visit is finished, a Visitor shall inform the reception staff about her/his intention to leave and return the ID badge.
11. A Visitor who is not granted a permission to enter the Building by an authorised person (employed on the premises in the Building), shall not be allowed to enter the Building and must immediately leave the Building.
12. All Users staying in the Building must have an access card. Access cards are issued to the Tenant after the execution of an access card acceptance report. The cost of access cards is determined in accordance with the current price list.
13. To enter the office, an employee must hold the card to the proximity card reader located on the office door. An employee who does not have an access card must go to the Building's reception desk and give his/her data, which will be recorded by the security in the Building's visitors' list.
14. Access cards are registered in the system and their loss and the change of their owner should be immediately reported in the Help Desk system. If the access card is damaged or lost, the Tenant will

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receive a new card, however the Tenant will be charged for such replacement card in accordance with the current price list.

### **ACCESS HOURS**

15. A Visitor may stay in the Building only during the office hours of the company whose employee authorised that Visitor to enter the Building.
16. The presence of Visitors in the Building outside office hours and on non-business days requires the Tenant's consent. In such a case, the person who invited the Visitor shall personally escort the Visitor from the reception desk and personally accompany the Visitor back to the reception following the end of the visit.

### **REFUSAL OF ENTRY**

17. A receptionist may refuse the right to enter the Building any person whose behaviour disturbs public order or who is under the influence of alcohol.
18. Animals and bicycles are prohibited from entering the Building (with the exception of access to the bicycle storage area and using cargo lift on the ground floor of the Building).
19. Door-to-door salesmen and sales representatives are forbidden from entering the Complex.

## **§ 4.**

### **TENANT'S RIGHTS AND OBLIGATIONS**

1. Tenant's employees have the right to use all publicly accessible equipment in the Building.
2. Smoking in all forms is prohibited in the Building.
3. Except for designated areas, smoking in all forms is prohibited in the Complex area.
4. The Tenant shall use the equipment and devices entrusted to the Tenant by the Landlord in accordance with their intended use.
5. The Tenant is liable for any damage to or destruction of any equipment or devices caused by the Tenant's employees and Guests (including subcontractors).
6. All devices installed by the Tenant on the Tenant's premises must have a certificate permitting for their use.
7. The Tenant shall obtain at all times permission for the installation in the Tenant's office space of any non-standard electrical devices (such as, e.g. additional heating devices or kitchen equipment).
8. It is prohibited to use any devices that interfere with the work of devices belonging to other Users of the Building.
9. Each failure of any devices installed on the premises leased by the Tenant shall be immediately reported by the Tenant to the Administrator's services (technical services).
10. The Tenant must not on their own adjust any Building's devices, including any sanitary and air-conditioning devices (except for setting the temperature), as well as dismantling or disassembling any electric equipment.
11. In the case of any changes (structural) to the design of the leased premises, which interfere with the Building's systems or affect the functioning of the Building, the Tenant shall submit a proposal/design for such changes signed by experts, necessary arrangements, opinions and approvals from competent authorities and supervision inspectors and must obtain permission for the performance thereof from the Administrator.
12. Any work commissioned by the Tenant and performed by third parties shall be adequately secured, and after their completion, the space in which they were performed must be cleaned, and any damage

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- immediately removed. The Tenant shall be liable for any irregularities resulting from the performance of such work.
13. The Tenants must notify the Administrator or the Building's Technical Manager of any work that may cause inconvenience for the Users of the Building, at least 48 hours before their planned execution and people performing such work must be informed about the obligation to follow these Rules.
  14. The Administrator has the right to impose a financial penalty on the Tenant's subcontractor in accordance with the price list available at the Building's reception desk for any non-compliance with the rules set out in these Rules, and in particular for conducting noisy construction works that disturb the work of other Tenants and users of the Building.
  15. If the Tenant fails to inform the Administrator about the work performed by the Tenant, on the Administrator's order the Tenant must cease such work and restore the area to its original condition.
  16. The Tenant shall make available the subject of lease in the case of making necessary repairs and maintenance and should secure its equipment for the duration of such work being carried out.
  17. The Tenant shall make the keys and access cards to the leased premises available in the event of a failure or a danger. The keys and access cards will be deposited with the Building's reception. In the event of changing the lock, the Tenant should replace the key deposited with the Building's reception. The Tenant will be informed about every use of the key or card on the Tenant's premises. For this purpose, the Tenant shall name to the Administrator a person who is authorised to confirm the consent for accessing the Tenant's premises. Such person should be available over the phone 24 hours a day.
  18. Every instance when equipment is brought in or taken out by Tenant's employees should be reported in the Help Desk system.
  19. It is prohibited to place any advertisements, announcements or any other markings in the Building, the Complex or publicly available parts thereof without the consent of the Building's Administrator.
  20. Noisy work and work disruptive to the functioning of the Building may be carried out only outside office hours - between 6 p.m. and to 8 a.m. or on non-business days.

### **§ 5.**

#### **WASTE MANAGEMENT/ENVIRONMENT**

1. The Tenant shall keep all of its leased premises clean.
2. Any waste/rubbish from the Tenant's premises, also if the Tenant uses their own cleaning staff, must be removed to specially designed containers located in the area of the Complex.
3. Tenants are responsible for removing from their leased area all materials that require disposal.
4. Cardboard packaging should be torn into pieces before placing it in rubbish bins to reduce their capacity.
5. Draining of any flammable or hazardous waste directly to the sewage system is strictly forbidden.

### **§ 6.**

#### **RULES OF COMMISSIONING WORKS BY THE TENANTS**

1. The Tenant has the right to ask the Administrator to perform specific work in the part of the Building leased by that Tenant for an additional fee.
2. The cost of the work described in item 1 above may be increased by adding the cost of the execution of expert opinions, arrangements, opinions of the competent authorities and supervision inspectors and the project manager, as well as management costs.
3. The Administrator or the Landlord may refuse to perform such commissioned work, if the interest of the Building so requires or in other cases set out in the provisions of the lease agreement.
4. The Tenant's written order and acceptance of the cost in the Help Desk system are required to perform the work commissioned by the Tenant. In urgent cases notifications may be given by e-mail, however only if the Tenant does not have an active account in the Help Desk system.

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5. Should the Tenant, who commissioned the work, terminate the agreement, such Tenant will be liable for the covering of all costs associated with the commissioned work.
6. The Administrator must not increase the agreed cost for the performance of the service without a prior agreement in writing.
7. The Tenant shall be liable for any damage to or destruction of equipment caused by third parties performing the work commissioned by the Tenant.

### **§ 7.**

#### **THE LANDLORD AND ADMINISTRATOR'S ACCESS TO THE LEASED PROPERTY**

1. The Administrator's services shall have access to the Tenant's premises during the Tenant's office hours only in the presence of the Tenant's employee.
2. Outside the Tenant's office hours, the Administrator's services may enter the Tenant's premises only upon a prior consent from the person named by the Tenant, whereas in case of emergency - without such consent but with an obligation to present to the Tenant a report from such entry. The Tenant may refuse to give consent for entering the Tenant's premises only for material reasons.
3. Outside the Tenant's office hours, the Tenant shall ensure in a proper manner that security staff can access the Tenant's premises. Every case of such entry must be dully justified and recorded by the security staff's shift manager.

### **§ 8.**

#### **SECURITY POWERS**

1. All Users must follow orders of the security staff.
2. Security staff have the right to remove from the Building or the Complex any person who is disturbing public order or whose behaviour disturbs other people's work.
3. Security staff may refuse unauthorised persons entry to the Building.
4. Security staff have the right to request from any person staying in the Building to place an ID badge on their clothing in a visible place.
5. Security staff are not obliged to provide any information.
6. Security staff do not follow any orders given by the Tenant's employees, unless such orders concern protecting one's life, health or property.

### **§ 9.**

#### **RULES GOVERNING TRANSPORTING EQUIPMENT AND GOODS TO AND FROM THE BUILDING**

1. Transporting any equipment and goods to and from the Building shall take place only in areas specially designated for that purpose.

The Building's Administrator must be informed about any transport activity with at least one business day's notice, where such notice must specify the exact date of the performance of such work and names of individuals responsible for its performance. In justified cases, the Administrator may refuse the right to park cars in the area of the Complex.

2. Delivery vehicles and courier vans may only be parked in places specially designated for that purpose in the area of the Complex and for the period not longer than the time necessary to unload or load goods / deliver the package.
3. Delivery vehicles may be park on the forecourt only in areas specially designated for that purpose.
4. It is forbidden to leave (including parking) any vehicles on the garage ramp.

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5. In the case where more space on the forecourt for a larger number of vehicles is required, relevant hours for the loading and unloading will be designated for each such vehicle. In such cases individual vehicles may enter the car park only during the hours designated for those vehicles.
6. Passenger cars used for transporting goods may, with the Administrator's consent, drive into the car park located on "-1" level in order to be loaded or unloaded.
7. A person responsible for the transport on the Tenant's behalf must, prior to the commencement of the work, provide the reception with a list of names of people, who will perform the transport service in the Building area and mark such individuals properly (clothing with the service company's logo).
8. The Tenant, for whom the transport service is performed, shall be liable for any damage caused by workers hired for to perform such transport service and shall be responsible for maintaining order once that work is finished.
9. In the case of any damage caused during transport, the person responsible on the part of the Tenant must immediately notify the Administrator of that fact.
10. Goods shall be transported only in the specially designated lifts (cargo lifts).
11. Small transport jobs may be performed only between 6.00 p.m. and 6.00 a.m.
12. Before commencing any transport work lifts must always be secured against damage.

### **§ 10.**

#### **DELIVERING GOODS TO OFFICE SPACES**

1. Deliveries to the Tenants' premises may only be performed via the staircase on business days between 4.00 p.m. and 10 p.m. and on remaining days - with a written consent of the Administrator.
2. Any delivery vehicle must be parked in the area specially designated for that purpose.
3. Every person making a delivery must report to the Building's reception in order to notify the delivery and verify whether such delivery may be performed and to collect a visitor's card allowing access to the Tenant's floor.
4. Upon driving or walking into the Building the individual performing delivery should present an ID badge, e.g. a visitor's card.
5. When leaving the Building the individual performing delivery should give the visitor's card back to the security staff.
6. The Tenant who has commissioned the delivery shall be liable for any damage caused by individuals making a delivery.
7. Deliveries by cars over > 3.5 t may only take place until 7:30 a.m. and after 6:00 p.m. on business days and on other days - without restrictions.
8. Deliveries by cars up to 3.5 t may take place until 7:30 a.m. and after 6:00 p.m. on business days, and additionally between 10: 30 a.m. and 1: 00 p.m., whereas on other days - without restrictions.
9. During the hours of high traffic, i.e. from 7: 30 a.m. to 10:00 a.m. and from 3:30 p.m. to 6: 00 p.m. it is forbidden to make deliveries with delivery vehicles.
10. The estimated time for the unloading of deliveries is 30 minutes maximum. After that time, a fee will be charged in accordance with the price list.
11. In exceptional situations (unforeseen deliveries), it is possible to use the delivery zone located between the Plaza A and Plaza B buildings. The maximum parking time is 30 minutes.
12. The maximum load of the underground car park ceiling is 25 kN/ m2. Vehicles exceeding that limit are forbidden from entering the Complex due to the risk of the garage collapsing under a too heavy load.

**§ 11.**

**RULES FOR REPORTING FAILURES AND REPAIRS THEREOF**

1. Tenants' employees may report defects and failures and any other issues concerning the Building's devices via the Help Desk system. In emergency situations, in the absence of a Help Desk system account, failures should be reported to the technical support by phone, to the emergency number available 24/7 or by e-mail.
2. Defects and failures may be reported to the technical service only by a person specially authorised by the Tenant in accordance to the Help Desk regulations.
3. If there is a justified need, the Tenant may report the defect by phone.
4. The Building's Technical Service accepts failure notifications from Monday to Friday between 9.00 a.m. and 5.00 p.m.
5. The Tenant shall provide the relevant Administrator's services with access to the Tenant's premises to carry out repairs.

**§ 12.**

**PROPERTY PROTECTION**

1. The Tenant is responsible for the protection of the Tenant's property, including keeping the premises, closets, desks etc. closed.
2. The Administrator or the security services shall be immediately notified in the case of discovering any damage, theft or other transgression against property.
3. Neither the Administrator nor the Landlord of the Building are liable for any items left unattended in the common part of the Building.

**§ 13.**

**RULES FOR STORING AND HANDING OVER KEYS**

1. Managing the keys (within the meaning of these Rules magnetic access cards are also keys) to the Tenant's premises is the responsibility of the Tenant.
2. The Tenant is responsible for keys to the Tenant's premises received from the Administrator and for storing such keys properly.
3. It is possible to install additional locks at the cost of the Tenant, provided that the Administrator has agreed in writing to the manner of securing access to such new keys for security staff in case of emergency or fire.
4. Any loss of keys to Tenant's premises by the Tenant's employees must be reported in writing to the Administrator or the security services.
5. The Tenant shall provide the Administrator with an additional set of keys that will be placed in a secure envelope and used in accordance with the procedure concerning the use of individual keys and emergency cards.

**§ 14.**

**RULES FOR THE HANDLING OF CORRESPONDENCE**

1. Incoming post shall be collected directly from postmen by the Tenant's employees at the reception.
2. Out-going post shall be handled by Tenant's employees themselves.

**§ 15.**

**RULES CONCERNING THE PROCESSING OF PERSONAL DATA**

1. The controller of data of the Users of the Building and the Tenants (being individuals) is:
  - a. with regard to the use of Adgar Plaza A and B buildings and the multi-storey car park MLG – Adgar Postępu sp. z o.o. with its registered office in Warsaw, Al. Jerozolimskie 181B, 02-222 Warsaw;
  - b. with regard to the use of Adgar Plaza One – Adgar BCI sp. z o.o. sp. k. with its registered office in Warsaw, Al. Jerozolimskie 181B, 02-222 Warsaw (the “**Controllers**”).Data Controllers may be contacted in any matters concerning the processing of personal data by letter or email sent to the following e-mail address: [RODOleasing@adgar.pl](mailto:RODOleasing@adgar.pl).
2. Personal data of the Tenants and Users of the Building (including Visitors) is processed for the following purposes:
  - a. purposes associated with the conclusion and performance of lease agreements for office space, conference facilities and parking spaces (Article 6 section 1 item b of the GDPR) (applies to Tenants);
  - b. for the Controllers to comply with their legal obligations (Article 6 section 1 item c of the GDPR) arising under, in particular, accounting provisions (applies to Tenants) and provisions concerning safety, including fire safety, technical and construction regulations and other relevant regulations;
  - c. for the purposes of the legitimate interests pursued by the Controllers and entities from their capital group (Article 6 section 1 item f of the GDPR), i.e. to ensure safety of people and property (including by using video-surveillance), monitoring access to the Building (issuing access cards, visitors' list), enabling the use of the Building and the car park (reading cars' number plates), pursuing claims and defending against claims, internal administrative and statistical purposes, to manage the Building, including considering requests and demands from the Tenants and Users of the Building, facilitating transporting goods to and from the Building, deliveries to offices, performing commissioned work, and the performance of lease agreements and maintaining business relations (applies to Tenants and their representatives who are the Users of the Building).
3. Personal data of the Users of the Building (including Visitors) and Tenants may be made available to the following recipients:
  - a. Green and Efficiency Services Real Estate Solutions sp. z o.o. sp. k. sp. k. and other entities form the Controllers' capital group, the list of which may be accessed through the following link: <http://www.adgar.pl/spolki-adgar>
  - b. subcontractors who process personal data of the Tenants and Users of the Building for and on behalf of the Controllers, i.e. in particular security agency, suppliers of the software facilitating the administration of the Building (e.g. the access card system, CCTV, number plate reading system), technical and maintenance services, etc.; and
  - c. entities authorised to receive data under specific provisions of law (e.g. state authorities).
4. Data of the Users of the Building (including Visitors) and Tenants will be stored as long as necessary to perform the purpose for which it was collected and is processed by the Controllers or their subcontractors for and on behalf of the Controllers, in particular:
  - a. in the case of video-surveillance - for the period of 3 months or longer, if necessary due to pending proceedings, pursuing claims or defending against claims;
  - b. in the case of visitors' list records and the keys' inventory - for the period of 3 months or longer, if necessary due to pending proceedings, pursuing claims or defending against claims;
  - c. in the case of data included in financial documents (applies to Tenants) - for the period of 5 years or longer, if necessary due to pending proceedings, pursuing claims or defending against claims.
5. The Users of the Building (including Visitors) and Tenants shall have the right to:
  - a. access their personal data;
  - b. correct their personal data;
  - c. have their personal data removed;



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- d. restrict the processing of their personal data;
- e. file an objection in respect of the processing of their personal data;
- f. transfer their personal data.

In order to exercise the above-mentioned rights Tenants and Users (including Visitors) may contact the relevant Controller by letter or email sent to the following e-mail address: [RODOleasing@adgar.pl](mailto:RODOleasing@adgar.pl).

- 6. The Users of the Building and Tenants shall have the right to lodge a complaint with the President of the Office of Data Protection (*Polish: Prezes Urzędu Ochrony Danych Osobowych*), if the processing of personal data by any of the Controllers infringes provisions on the protection of personal data.
- 7. Where data is collected from the Users of the Building or Tenants, providing such data is voluntary, however failure to provide data may result in the inability to perform the purpose of data processing, including in particular, the use of the Building.
- 8. Where data was not provided to the Controllers by the Users of the Building or Tenants, such data was obtained from generally available sources or provided by third parties: Tenants, employees, individuals who invited Users of the Building to the Building, etc.