

Appendix No. 1

REGULATIONS FOR THE LEASE OF THE OLIVIA STAR TOP CONFERENCE CENTRE

located on the 32nd and 34th floor of the Olivia Star office building

§ 1 GENERAL RULES

1. These Regulations set out the detailed rules for the lease of the Olivia Star Top Conference Centre, located on the 32nd and 34th floor of the Olivia Star office building with services and an underground garage, located on a property located in Gdańsk at al. Grunwaldzka 472C (hereinafter the "Building"), the property of Biała "OP3" Spółka z ograniczoną odpowiedzialnością Spółka komandytowo-akcyjna with its registered office in Gdańsk (hereinafter the "Conference Centre"), by entities temporarily disposing of the area of the Conference Centre together with its furnishings and multimedia equipment (hereinafter the "Lessees") on the basis of individual lease agreements concluded between Olivia Star Top Spółka z ograniczoną odpowiedzialnością with its registered office in Gdańsk, authorised to dispose of the space of the Conference Centre (hereinafter the "Lessor"), and those Lessees.
2. The Regulations shall apply to the Lessor, Lessees and participants of events organised in the Conference Centre by the Lessees.
3. Renting and using the Conference Centre shall be carried out on the terms set out in these Regulations and in the lease agreement concluded individually with each Lessee.

§ 2 RULES FOR THE LEASE OF THE CONFERENCE CENTRE

1. The Conference Centre is rented for the purpose of organising business, cultural, scientific or educational events and other events whose nature does not compromise the good name of the Lessor, does not contradict its legitimate interests, and does not conflict with applicable law and internal regulations defining the order and principles of operation of the building and office complex under the name "Olivia Business Centre", located in Gdańsk at al. Grunwaldzka 472, within which the Building is located ("Office Complex").
2. The Lessees may use the Conference Centre only for its intended purpose and for the purpose and within the scope specified in the lease agreement concluded with the Lessor, as well as in a manner allowing undisturbed use of other areas located in the Building and other buildings located within the Office Complex and by other lessees of the Conference Centre.
3. Unloading and loading of items delivered to the Conference Centre for the purposes of the realisation of the event by the Lessee or entities it engages in this area may only take place in the place, manner and time set by the Lessor.
4. The Lessor shall be entitled to designate a person to participate and control the course of the event. The Lessee may not refuse such a person access to the event organised by the Lessee.
5. Both the Lessee and its employees as well as the persons whom the Lessee engages are obliged to follow the instructions and order recommendations of the Lessor, the Building manager or the Building owner, as well as their employees and the persons whom they engage, in particular the person referred to in point 4 above, and security staff. In urgent cases, the Lessor reserves the right to remove from the Building or Office Complex area objects and persons endangering the health or life of persons staying in it, as well as in other ways disturbing the order or safety of people and property. The Lessee shall ensure that the above-mentioned notices and recommendations are followed by the participants of the event, its employees and the persons whom it engages.
6. No later than 3 (three) business days before the event commences, the Lessee is obliged to provide the Lessor with a name list of persons responsible for organising the event together with the contact details required by the Lessor.
7. The Lessee is obliged to check the condition of the Conference Centre, in particular its furnishings and multimedia equipment provided to the Lessee, before issuing the area of the Conference Centre to the Lessee and to inform the Lessor of reservations regarding the condition of the object of lease and these furnishings or equipment.
8. Any work related to the organisation of the event, including, for example: assembly and disassembly of decorations, equipment and devices owned by the Lessee, may be carried out only upon the written consent of the Lessor, on a date agreed with it that does not interfere with the normal functioning of the Building and the Conference Centre.

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9. The Lessee may outsource additional services, including provision of catering services or delivery of additional multimedia equipment, directly to the providers of these services, but accepted by the Lessor. The Lessee is obliged to provide the Lessor, to the extent required by the Lessor, contact details of entities providing additional services within the given event.
10. The Lessor shall not be responsible for:
 - a. the content of materials used during the event, including those presented with the use of multimedia equipment made available to the Lessee,
 - b. for damage caused to the Lessee by other lessees or their personnel, as well as by persons whom these lessees have engaged in any way or whose services they have used in any way, unless such damage arose through the fault of the Lessor,
 - c. for damage caused by a break in the delivery of utilities, not by fault of the Lessor,
 - d. for damage, as well as for other nuisances or inconveniences suffered by the Lessee, its employees and participants of the event, or arising from the object of lease due to the act or omission of a third party, unless fault can be attributed to the Lessor,
 - e. lost profits.
11. The Lessee does not have the right to make the object of lease available for free use to third parties or to sub-lease it to third parties without the prior written consent of the Lessor.
12. It is strictly forbidden to bring or possess weapons within the meaning of the Act of May 21, 1999 on weapons and ammunition (Journal of Laws of 2017, item 1839) throughout the entire Office Complex, unless the Lessor gives the Lessee in this regard a separate written consent.
13. In the Office Complex, there is a ban on the introduction of animals, except for specially trained and specially marked assistance dogs, in particular guide dogs for the blind and partially sighted and assistance dogs for people with disabilities, which help people with disabilities to actively participate in social life.
14. Access to the Building, including the Conference Centre is subject to control and monitoring by a specialised entity ensuring protection of the Building. The scope of protection includes 24-hour physical protection and monitoring by means of cameras.
15. The Conference Centre is covered by the building protection system through an electronic access control system. Therefore, the Lessee, its employees, people it engages in organising the event and participants of the event shall be identified on the basis of a document with a photograph by the entity providing protection of the Building, including the Conference Centre, before admitting them to the Building and the Conference Centre, and their personal details can be recorded in the entry and exit records. In addition, the persons referred to in the preceding sentence may be granted means of access (for example in the form of access cards) enabling them to access the Conference Centre. All means of access to the Conference Centre are lent to the Lessee and are the property of the Lessor.
16. The number of people staying at the Conference Centre is limited to 350 people.
17. Smoking is prohibited on the premises of the Building and the Conference Centre.

§ 3 SCOPE OF RESPONSIBILITY OF THE LESSEE

1. The Lessee shall bear full risk – within the limits of its possession – for loss of property, damage or destruction of the area of the Conference Centre, including in particular its furnishings and multimedia equipment, and it shall be liable to the Lessor and the Building owner for damage to the common parts of the Building, the floor and common areas of the Office Complex caused by itself, its staff, persons it has engaged or persons whose services it has used in connection with its activities on general terms, as well as for damage caused by the participants of the events organised by the Lessee in the Conference Centre.
2. In the event that the Lessee causes damage to the Lessor or the Building owner, the Lessor and the Building owner have the right – at their own discretion – to require the Lessee to perform the actions necessary to restore the previous condition of the object of lease, the common part of the Building, floor and common areas of the Office Complex at the Lessee's expense, by its own efforts, or the right to perform these activities by the Lessor or the Building owner itself, at the cost and risk of the Lessee, without the need to obtain the judicial authorisation referred to in Article 480 of the Civil Code.
3. The Lessee shall be liable for damage caused to the participants of the event in connection with its organisation and implementation by the Lessee, in particular for loss, damage to the outerwear or other objects that are their property.
4. The Lessee shall provide on its own insurance for the event under third-party liability insurance in connection with its organisation and implementation.

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5. The Lessee undertakes, pursuant to Article 392 of the Civil Code, to release the Lessor and the Building owner from the obligation to fulfil any commitments (public and private) resulting from or in connection with failure to perform or improper performance by the Lessee of the obligations set out in these Regulations or the lease agreement, as well as a tort of the Lessee or persons acting on its behalf or on its order, in particular, undertakes to take over and satisfy any claims made by third parties in connection with the event and the object of lease.

§ 4 TERMS OF PAYMENT

1. The net amount of rent is specified in the lease agreement concluded between the Lessor and the Lessee. The net amount of rent shall be increased by the amount of due value added tax (VAT) in the amount resulting from the applicable provisions of law.
2. The Lessee is obliged to pay a non-refundable reservation fee in the amount specified in the lease agreement concluded between the Lessor and the Lessee. The amount of the reservation fee shall be payable within the time limit specified in the lease agreement concluded between the Lessor and the Lessee, by transfer to the Lessor's bank account number . The amount of the reservation fee paid shall be counted towards the rent.
3. The Lessee is obliged to pay to the Lessor the remuneration for the catering service in the amount specified in the lease agreement concluded between the Lessor and the Lessee. The amount of the remuneration for the catering service shall be increased by the amount of the due value added tax (VAT) in the amount resulting from the applicable provisions of law.
4. The rent and the remuneration for the catering service are payable in advance, by bank transfer to the Lessor's bank account number , within the time limits specified in the lease agreement concluded between the Lessor and the Lessee.
5. The Lessor shall issue the Lessee invoices for the payments made by the Lessee in accordance with the legal provisions in force on the territory of the Republic of Poland.
6. If the Lessee fails to pay the reservation fee, rent or remuneration for the catering service within the time limits specified in the lease agreement concluded between the Lessor and the Lessee, the lease agreement shall be terminated. The reservation fee paid by the Lessee is not subject to reimbursement.

§ 5 RETURN OF THE OBJECT OF LEASE

1. After the completion of the lease, the Lessee is obliged to return to the Lessor the object of lease in a non-deteriorated condition and to remove all items brought into the Conference Centre that are not the property of the Lessor or the Owner of the Building, including multimedia equipment provided by the Lessee on its own, and Lessee's training, promotional and informational materials.
2. The return of the object of lease should take place on the day the lease is completed. The Parties may draw up a report on receipt of the object of lease.
3. The Lessee unconditionally agrees to the Lessor taking sole possession the object of lease from the time the Lessee postpones the return of the object of lease to the Lessor. The Parties exclude the application of Article 674 of the Civil Code.
4. The Lessee is obliged to pay to the Lessor contractual penalty in the amount of five times the rent for each day of delay in returning the object of lease to the Lessor in accordance with point 2 above. The Lessor is entitled to claim from the Lessee – on general terms – compensation exceeding the amount of the above contractual penalty.

§ 6 CONFIDENTIALITY

The Lessor and the Lessee undertake to mutually, indefinitely preserve the confidentiality of information regarding the lease agreement and any other information disclosed to them for the proper performance of the agreement. The Lessee and the Lessor may be released from the above obligation only upon written consent to the disclosure of the given information provided by the other party or a request for disclosure of information coming from authorised authorities or bodies of state or local administration. The above provisions shall not apply to the Lessor providing information and documents (including copies of this Agreement) to entities providing services to the Lessor (in particular banking, accounting, advisory services), to the owner of the Building or the Office Complex. The indicated confidentiality obligation shall also apply to information regarding the Office Complex and buildings located thereon, the owner of the Building and the Office Complex.

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§ 7 FINAL PROVISIONS

1. In matters not covered by these Regulations, the provisions of law applicable on the territory of the Republic of Poland, including the Civil Code, shall apply.
2. In the event of any disputes, the cases shall be settled by a Polish common court competent for the seat of the Lessor.
3. All changes to the Regulations shall be made in writing. The Lessee shall be informed of any change to these Regulations by way of a written notification to the address indicated in the lease agreement concluded with the Lessee.
4. The Lessee is obliged to notify about each change of its correspondence address under pain of recognition of the effectiveness of delivery of a notification to the previous address.
5. These Regulations have been prepared in the Polish language version and may also be prepared in the English language version. If an English language version is prepared, it is for information purposes only and in the event of any discrepancies between the two language versions, the content of the Regulations in Polish shall prevail.

THE REGULATIONS HAVE BEEN CONCLUDED HERE.

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Lessor/LandlordLessee