**Business Premises Lease Agreement**

**for Technology Park Tenant**

made in Kraków on the ……….. day of ……….., hereinafter referred to as the “agreement”, by and between:

**Krakowski Park Technologiczny spółka z ograniczoną odpowiedzialnością** (limited liability company) with its registered office in Kraków, ul. Podole 60, with a share capital of PLN 25,372,000.00, NIP 675-11-57-834, entered in the register of entrepreneurs of the National Court Register, kept by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Department of the National Court Register, under No. KRS 0000058058, hereinafter referred to as the **Lessor**, represented by:

……………………….. – ………………………..

……………………….. – ………………………..

and

**(full business name)** with its registered office in (full address), entered in the register of ……………..of the National Court Register, under No. KRS …………….., with the NIP tax identification number …………….., hereinafter referred to as the **Lessee**, represented by:

………(first name, surname and position of the authorised representative) ……………….

whereas:

§1

The Lessor declares that he is the owner of the real estate developed with an office building KPT Podole, hereinafter referred to as the Building, situated at ul. Podole 60 in Kraków.

§2

1. 1. On the ……….. day of ……….., the Lessor leases to the Lessee Business Premises No. …………. with net usable area of …………… m² (hereinafter referred to as “net usable area”) together with the area of ............... m² of common area, calculated from the common area index mentioned in p. 2, which together represents a total surface of ………….. m² (hereinafter referred to as “gross usable area”) situated on the ........... floor of the building referred to in §1 of the Agreement, hereinafter referred to as the Business Premises. Plans of individual rooms and their placement within the Business Premises are set out as Annex No. 1 to the Agreement.
2. As of the day of signing the Agreement the common area coefficient is 7%.
3. The Lessee shall use the Business Premises to conduct business to the extent consistent with the subject of his business under the Company’s Articles of Association or entry in the CEIDG/KRS as of the date of signing this Agreement. Any change in the nature of the business conducted on the Business Premises resulting in changing the way they are used requires a written consent from the Lessor.
4. The Business Premises may only be used in accordance with their intended purpose and provisions of the law. The Lessee may not change the purpose of the Business Premises without a written consent from the Lessor.
5. The Lessee hereby declares that he has become acquainted with the condition of the Business Premises, and that its condition and character fit the purpose for which this Agreement is concluded, which is corroborated by the transfer and acceptance agreement signed by both parties, i.e. are fit to conduct the activity referred to in p.3, with the proviso that if necessary and with a written consent from the Lessor the Lessee will at own expense perform such works on the Business Premises as to meet his requirements concerning the nature and functionality of the Business Premises. The Lessee is obliged to present the scope and nature of any such adaptation works to the Lessor, and to carry them out under the supervision of a person indicated by the Lessor. The Lessee is obliged to perform the works listed above to the extent consistent with the design approved by the Lessor, and to obtain and present to the Lessor all approvals and certificates of materials, devices, and equipment that could be conditional for the approval of the Business Premises or Building for use. The Lessee incurs costs are of the design. The Lessor has the right to refuse the consent for adaptation should their nature be contrary to the purpose and nature of the Building or the Business Premises, interfere with the structure and/or internal and external installations of the Building, preclude the use of the Building by other users, specifically yet not solely by the Lessor and other tenants. Furthermore, the Lessor has the right to refuse consent to perform adaptation works, should their scope presented in the design violate the character of Building or Business Premises as a work of architecture. Performing any adaptation works of the Business Premises in violation of these provisions shall constitute a significant breach of the Agreement by the Lessee. Requested of the Lessor, the Lessee shall restore the Business Premises to their original condition at his own expense before leaving the Business Premises.
6. The Lessee declares that his activities are not taxing on the environment, result in no disturbance of using the Building and activity conducted within it by other parties, and moreover that no toxic substances, other substances prohibited by law, and/or substances that could pose a threat to persons within the Building and/or significantly interfere with the use of the Building by other persons, in particular other tenants and the Lessor, shall be introduced to the Business Premises.
7. The tenant declares that he has read and shall abide by the Fire Safety Regulations regulating fire safety in the building, and that he has read and shall abide by the Rules and Regulations of the Building regulating its use by the tenants, in particular the common parts, toilets, and the nearest environment of the Building, including the car park.
8. The Lessor retains the right of access to the Business Premises on prior notification to the Lessee and agreeing the date and time with the Lessee, should such an access will be required to perform actions necessary for the maintenance of the Building or the Business Premises. In exceptional, urgent circumstances related to undertaking actions connected to human health and safety, and/or protection of property, the Lessor retains access to the Business Premises at all times of the day and night without prior notification of the Lessee, however he should notify the Lessee about such an instance without delay, providing the justification and a description of the activities/alterations in the Business Premises or its furnishing with the proviso that the Lessor only has the right to make such changes as are necessary to restore the proper functioning of devices and installations. Once such circumstances have ceased to exist, the Lessor shall return the Business Premises and their furnishing to the previous state or condition consistent with the Agreement, at his own expense, provided that the occurrence of such circumstances was not caused by reasons attributable to the Lessee.
9. The Lessee undertakes to hold a valid third-party civil liability insurance policy throughout the period of lease, indemnifying the Lessor from damages that may arise in connection with the lease of the Business Premises and conducting business activity therein. At the request of the Lessor, the Lessee shall provide a proof of conclusion and payment of the pertinent insurance.
10. The Lessor declares the option of paid access to conference rooms, with the proviso that using the option requires prior arrangement of the date and duration of such use with the Lessor. The arrangements on the above account for the needs submitted by all the tenants of the Building.
11. The Lessee is entitled to use …….. car parking spaces in the Building’s car park , defined on the plan of the car park attached as Annex No. 2 to this Agreement.

§3

1. The agreement is concluded for a definite period and remains valid from the ……….. day of ……….. to the ……….. day of ……….. .
2. The agreement may be terminated by mutual consent of the parties.

§4

1. The Lessee is obliged to pay the Lessor the monthly rental fee, hereinafter referred to as the Rent, in the amount of the product of the gross usable area and the rental rate of PLN23.50 (say: twenty three zlotys 50/100) net of tax per each square metre, which amounts to the total net rent of ……….. zlotys (say: ...........). The VAT will be added to the net Rent according to the currently applicable rate.
2. The rate of the Rent shall be preferential to market prices and will be reduced to 50% of the market rate of PLN47.00 (say: forty seven zlotys 00/100) net of tax per each square metre of the rented area plus VAT according to currently applicable rate. In this respect the Lessee shall receive public aid in accordance with the Regulations on granting public aid constituting Annex 2 to the Agreement. Therefore, the actual rate of the Rent shall be PLN23.50 (say: twenty three zlotys and 50/100) per each square metre of the rented area plus VAT according to rate applicable on the day of issuing the VAT invoice.
3. The Lessee will be obliged to pay the Lessor the monthly rental fee for the use of parking spaces in the amount of the product of ... parking spaces and the rental rate for using parking space of PLN140.00 per space (say: one hundred and forty zlotys 00/100) net of tax, which amounts to the total net rent of ……….. zlotys (say: ...........). The VAT will be added to the rental fee for the use of parking spaces according to the currently applicable rate.
4. Should the Lessor find that the conditions for granting public de minimis aid have not been met, concerning in particular:
   1. providing false information in the information form submitted while applying for de minimis aid
   2. exceeding the cap permitted for de minimis aid
   3. using the aid inconsistently with its intended use
   4. other conditions of this Agreement affecting the de minimis aid granted

the Lessee undertakes to return the amount of the difference between the market rate and the preferential rate, mentioned in p.2 above within 21 days from the date of receipt of the Lessor’s written request for payment by the Lessee.

§5

1. The Lessee is obliged to pay a monthly flat-rate maintenance fee to cover the shared costs of Building maintenance (hereinafter referred to as the Maintenance Fee) in the amount of the product of the gross usable area and the Maintenance Fee rate of PLN18.99 (say: eighteen zlotys 99/100) net of tax per each square metre, which amounts to the total net Maintenance Fee of: ......... zloty (say: ........... ). The VAT will be added to the Maintenance Fee according to the currently applicable rate.
2. Maintenance Fee is a flat-rate fee, which means that it is independent of the Lessor’s actual costs of maintaining the Building and shall not be cleared by the Lessor at the end of the year or at the end of the rental agreement period.
3. Beginning with 1 January 2020, the Maintenance Fee rate will be annually adjusted after the end of the calendar year by the index calculated from the following formula (hereinafter referred to as the Indexation Rate):

Indexation Rate = ((the annual price index of consumer goods and services for the previous year as published by Statistics Poland × 0.5)+(the annual index rate in architectural and engineering activities; technical testing and analysis for the previous year as published by Statistics Poland × 0.1)+(the annual index rate in Other professional, scientific and technical activities for the previous year as published by Statistics Poland × 0.1)+(the annual index rate in Security and investigation activities for the previous year as published by Statistics Poland × 0.1)+(the annual index rate in Facility cleaning activities for the previous year as published by Statistics Poland × 0.1)+(the annual index rate of Average monthly gross wage and salary in national economy for the previous year as published by Statistics Poland × 0.1) )

1. The Maintenance Fee shall not change during a given calendar year if the value in the Indexation Rate was below zero in the previous calendar year.
2. Should any variable required for the calculation of the Indexation Rate be published after the deadline for the payment of the Maintenance Fee for the month in which the flat-rate Maintenance Fee should be adjusted, the Lessee shall pay the remainder of such a fee against a correcting VAT invoice issued by the Lessor, within 7 days from the date of its receipt.

§6

Payments of the Rent, rental fees for the use of parking spaces, and Maintenance Fee will be made in advance, within 7 days from the date of reception by the Lessee of the invoice for the given calendar month issued by the Lessor by bank transfer to the Lessor’s account.

§7

1. Each month the Lessee shall be obliged to cover the cost of electricity, gas supply for heating and cooling purposes, water supply and wastewater removal for the previous calendar month, as billed according to the following rules:
2. electricity:
3. Electricity consumption for the entire KPT Podole Building, including lighting of external premises, is measured by the devices located in the transformer station, and the readings from the meters are taken on the last day of each calendar month.
4. To cover the costs of electricity supplied to the Lessee’s Business Premises (lighting, consumption of electricity by computer equipment, and the Lessee’s equipment and appliances save for air conditioning and ventilation), the Lessee is obliged to pay a flat fee for electricity in the amount of the product of the net usable area and the rate of PLN2.50 (say: two zlotys 50/100) per each square metre of the net usable area, and the VAT will be added to the net fee for electricity according to the currently applicable rate. The electricity fee shall be paid in arrears, within 7 days from the date of reception by the Lessee of the invoice for the given calendar month issued by the Lessor by bank transfer to the Lessor’s account.
5. To cover the costs of electricity to generally accessible areas and for the purposes of air conditioning and ventilation, the Lessee is obliged to pay in arrears the amount calculated as the total of the costs of electricity purchase and distribution attributable to office space tenants in the KPT Podole Building and the ratio of the net usable area to the total area covered by the such a billing. Having received invoices for the purchase and distribution of electricity and calculated the cost of electricity in generally accessible areas and for the needs of air conditioning and ventilation to be borne by the Lessee, the Lessor shall issue the Lessee an invoice, and the Lessee shall be obliged to pay it in within 7 days from the date of receipt by bank transfer to the Lessor’s account.
6. gas supply for heating and cooling purposes
7. Gas consumption is measured by devices installed in the heat distribution centre, and the readings are taken on the last day of the calendar month.
8. To cover the costs, the Lessee is obliged to pay in arrears the amount calculated as the total of gas purchase and distribution costs attributable to the office space in the KPT Podole Building and the ratio of the net usable area to the total area covered by such a billing. Having received invoices for the purchase and distribution of gas and the calculation of the costs of sale and distribution of gas to be borne by the Lessee , the Lessor shall issue the Lessee an invoice, and the Lessee is obliged to pay it within 7 days from the date of receipt by bank transfer to the Lessor’s account.
9. water supply and wastewater removal
10. Consumption is measured by a meter mounted on the building’s water connection, and the readings are taken on the last day of the calendar month.
11. To cover the costs of water supply and wastewater removal, the Lessee is obliged to pay in arrears the amount calculated as the total of costs of water supply and wastewater removal attributable to office space tenants in the KPT Podole Building and the ratio of the net usable area to the total area covered by the such a billing. Having calculated the costs of water supply and wastewater removal to be borne by the Lessee, the Lessor shall issue the Lessee an invoice, and the Lessee shall be obliged to pay it in within 7 days from the date of receipt by bank transfer to the Lessor’s account.
12. The Lessee shall sign a separate Agreement with the Lessor or an entity of his choice for the provision of telecommunications services (telephone), the method of connection shall however be agreed with the Lessor.
13. The Lessor shall not be held responsible for failures in the delivery of services and utilities to the Business Premises that are independent of him. The Lessor is obliged to take immediate action to remove such failures and resume provision of such services and utilities.

§8

1. Should the payment of the Rent, fees for using car parking spaces, the Maintenance Fee, and/or other charges resulting from this Agreement be delayed, the Lessor has the right to charge the Lessee with statutory interest for each day of delay.
2. VAT rates change by law and do not require any amendments to this Agreement.

§9

1. The Lessee undertakes to carry out routine maintenance and minor repairs at the Business Premises.
2. The Lessor may, at his own expense, carry out necessary repairs and structural changes in the Business Premises without the consent of the Lessee if their intention is to avoid the emerging threats. Should this be the case, the Lessee is obliged to provide access to the Business Premises to the Lessor. Other works that the Lessor intends to conduct on the Business Premises can be made after prior agreement with the Lessee.
3. The Lessee is not allowed to sublet or provide free third-party access to the Business Premises without the consent of the Lessor.
4. The Lessee is obliged to maintain the Business Premises in good condition, in accordance with applicable regulations. The Lessee is only obliged to repair those damages for which he is responsible. Such a damage should be repaired within a fortnight, or if justified by the nature of the damage, within 60 days.
5. Should the Lessee fail to meet his obligations referred to in p. 1 and p. 4 above by the deadline indicated in the previous paragraph, despite receiving a written request from the Lessor, the Lessor has the right to commission the necessary works, the cost of which shall be borne by the Lessee at average market prices.

§10

1. The Lessor is directly responsible for the state of fire protection of the Business Premises he rents and for ensuring compliance with fire, construction, installation and technological requirements, with the proviso that the Lessee’s obligations include:
2. ensuring that the rooms in the Business Premises are equipped with fire, rescue, and extinguishing equipment as required, and that such equipment is kept in full technical efficiency
3. providing people staying on the Business Premises with safety and evacuation options in the event of fire or other local threat
4. determining the procedures to be followed in the event of fire or other local emergency.
5. The Lessee is obliged to make all employees acquainted with the rules of fire protection, fire safety instructions, the locations of first-aid fire-fighting equipment, fire-fighting devices, and the rules of its use, alarm signals, routes and means of evacuation, and rules of conducting evacuation. The acquaintance referred to in this section should be confirmed by a written statement of the Lessee and the employee, and made available to the Lessor at his every request.
6. The Lessee’s obligations include making their employees:
7. participate in fire protection training, and to undergo specific knowledge tests on the subject
8. perform work in a manner consistent with the principles, provisions, and instructions of fire safety, and in compliance with the pertinent orders of the supervisors
9. maintain entrusted devices, equipment, and tools in proper technical condition, and comply with the rules and conditions of their safe use
10. keep order at the workplace
11. immediately notify supervisors of any threats to fire safety at the workplace.
12. The Lessee is obliged to inform the Lessor immediately of any circumstances that may present a fire hazard.

§11

* 1. The Lessor reserves the right to terminate the Agreement without notice, should the Lessee be in arrears with payment of the fees arising from this Agreement in the amount corresponding to a single monthly rent, or shall be in repeated breach of other material provisions of this Agreement, after a prior written request to conform to contractual agreements offering at least seven days’ notice to comply.
  2. The Agreement may be terminated by the Lessor without notice should the Lessee grossly violate it, in particular by conducting activities other than indicated in this Agreement in the Business Premises without the consent of the Lessor, preventing rightful use of the Building by other users, after a prior written request of the Lessee to conform to contractual agreements offering at least seven days’ notice to comply.
  3. The Agreement may be terminated by the Lessor at a monthly notice at the end of the calendar month in the following cases:
     1. in the event of a breach of §9 p. 3 of this Agreement
     2. should material reasons occur
     3. should the Lessee neglect the subject of the Agreement to an extent threatening with its destruction or damage.
  4. The Lessee may terminate this Agreement for important reasons at a monthly notice at the end of the calendar month.
  5. The Lessee reserves the right to terminate the Agreement before its expiry should he be unable to use the Business Premises consistently with this Agreement for a period exceeding 14 consecutive days, for reasons attributable to the Lessor.

§12

* 1. On the day of expiry or termination of this Lease Agreement, the Lessee shall be obliged to deliver the Business Premises immediately to the Lessor in a non-deteriorated condition as compared to its condition on the date its delivery, taking into account the degree of normal wear and tear, and carry out repairs attributable to him. The Lessee is obliged to remove any adaptation and arrangement works at his own expense, unless the Lessor releases the Lessee from the obligation to remove such works after assessing their technical condition and aesthetic qualities. Should the effects of such works be left, the Lessee shall not be entitled to any refund of costs of their creation.
  2. Should the Lessee fail to remove his belongings from the Business Premises after the Agreement has been terminated, the Lessor may remove and store them at the Lessee’s expense.
  3. Should the Lessee fail to comply with the obligation referred to in p.1, he shall be obliged to pay the Lessor remuneration for the non-contractual use of the Business Premises in the amount of two monthly rents effective in the last month of the Agreement for each month of non-contractual use of the Business Premises.

§13

* 1. During the term of this Agreement, the Lessee has the right to place information about the company’s seat on the outer door of the Business Premises. The size, shape, colour, location and the method of mounting such a notice should be agreed with the Lessor, who may only refuse consent in justified cases, provided that all such notices should be consistent with the aesthetics of the Building as to their size, shape and colour range.
  2. The Lessee agrees that the Lessor includes information about the Lessee in his advertising materials and reporting documents to the extent resulting from the nature of the activities conducted by the Lessor.
  3. The Lessee shall be required to provide all information regarding his activities to the Lessor for the Lessor’s reporting and evaluation purposes. This results directly from the nature of the business conducted by the Lessor. The Lessee’s development, innovation, business, financial, and technological level can be assessed.
  4. The Lessee may reserve the right not to provide confidential information and/or to refuse to provide other information, should the Lessee believe that it may have an adverse effect on his activities. The Lessor undertakes to disclose the information acquired to third parties only in an aggregated and anonymised form.
  5. As an Institution of Business Environment that performs tasks in the public interest, the Lessor shall offer the Lessee other tools for support of entrepreneurship under this Agreement. The Lessor shall be entitled to sending information about conferences, training, and other events of that he organises or supports, or which involve the Lessor employees or property, and the Lessee expresses consent thereto.

§14

In matters not covered by the provisions of this Agreement, the relevant provisions of the Civil Code shall apply. In the event of disputes, the parties submit to the decision of a common court having jurisdiction over the property’s location i.e. ul. Podole 60 in Kraków.

§15

1. Within 14 (say: fourteen) days from the date of signing this Business Premises Lease Agreement, the Lessee shall pay the Lessor a rental deposit in Polish zlotys in the amount of PLN ... PLN (say: ...... zlotys ..../100), which amounts to two monthly Rents plus Maintenance Fees and (both with VAT) to the account No.: 34 1930 1767 2600 0616 0537 0011 held at the Regional Branch of the Bank Polskiej Spółdzielczości SA.
2. The rental deposit shall bear the Lessee interest in accordance with the interest rate of Bank Gospodarstwa Krajowego applicable for 6-month deposits.
3. The Lessor may deduct all claims arising from this agreement from the deposit, should they be due, including compensation for non-performance or improper performance of the Lessee’s obligations.
4. Each time the Lessor uses the funds provided as the deposit, the Lessee shall top up the deposit to the previous amount within 14 (fourteen) days of receiving the written request from the Lessor, lest the Lessor terminates the Agreement with immediate effect.
5. After the end of the Rental Period and payment of all amounts due to the Lessor under this Business Premises Lease Agreement, in accordance with §9 the Lessor shall return the deposit immediately, but not earlier than 30 (thirty) days from the delivery of the Business Premises. The deposit shall be increased by any interest accrued on its amount, and reduced by the amounts due from the Lessee.

§16

1. Subject to §8 p.2, all and any changes and amendments to this Agreement require the written form or form of an annex lest null and void.
2. Termination of the agreement requires a written form, lest null and void.
3. The agreement has been drawn up in two identical originals, one for either party, and its annexes are an integral part:

**LESSOR: LESSEE:**

**Annexes:**

Annex No. 1 – Technical drawing of the Business Premises

Annex No. 2 – Plan of the car park

Annex No. 3 – Statement of the Fire Safety Instruction in force in the building of the Małopolska Information Technology Park and the Rules and Regulations of Building of the Małopolska Information Technology Park