

# WESTEND CITY CENTER

CONSOLIDATED

## HOUSE RULES

Effective from: **31<sup>st</sup> May, 2025**

### PREAMBLE

#### Common Representative and Operator

The representation as common representative and operation management of WestEnd City Center Shopping Center Condominium as well as the enforcement of provisions of Organizational – Operational Regulations are executed by Westend Ingatlanhasznosító és Üzemeltető Korlátolt Felelősségű Társaság by mandate from the co proprietors and the General Assembly of the Condominium.

Seat: 1062 Budapest, Váci út 1-3

Sole registration code: 01-09-684079

Managers vested with right of representation:

Simona Ioana Ion managing director

*Fábián Péter executive*

Bárcziné Szépvölgyi Erzsébet executive

/hereinafter within these House Rules: Common Representative or Operator/.

Persons under the scope of the House Rules can turn to the Operator with any and all question concerning Westend

- In person in the operational office: 1062 Budapest, Váci út 3. Ground Floor /Sóház/ address
- by phone: +36 1 374-6500
- by mobile phone of the managing in duty: 06-30-241-3160
- by e-mail:
  - the visitors on [info@westend.hu](mailto:info@westend.hu)
  - marketing requests on: [marketing@westend.hu](mailto:marketing@westend.hu)
- *Tenants' Portal: for freight-, employment-, filming permissions*  
can contact the Operator.

#### Opening hours of the Operational office:

From Monday till Thursday: 09:00 – 17:30

On Friday: 09:00 – 15:00  
Weekend and high days: closed

**Availability beyond opening hours:** (in reasonable cases!)

by mobile phone of the managing in duty (24 hours):

06-30-241-3160

**General complaints and security matters**

*Tenants' Portal*

Landline: +36 1 238 7744

**Inquiry counter:** 238-7777

**Opening hours of inquiry counter:**

From Monday till Saturday: 10:00 – 20:00

On Sunday: 10:00 – 18:00

**First-aid room:** 238-7748

**Opening hours of first-aid room:**

From Sunday till Thursday: 8:00 – 22:00

On Friday and Saturday: 8:00 – 02:00

**Parking garage:**

Season ticket information, Head of shift in attendance: 06-30-230-7460 (10:00 – 20:00)

[parkolo@westend.hu](mailto:parkolo@westend.hu)

In the interest of more effective communication with the Co-Owners and the persons and entities (their representatives) using their stores in the Shopping Centre /based on a lease relationship or under other legal titles/ the Operator *created* an online interface named "Tenants' Portal", in addition to the traditional (as specified above) access means, through which the handling of technical, security and other issues with the Operator - as necessary - in relation with the operation of the stores becomes faster. *The Tenants' Portal is also available with a mobile application.*

## **1 PURPOSE OF THE HOUSE RULES**

### **1.1 Purpose of the House Rules**

In accordance with the stipulations of Act 133 of 2003 on condominiums /hereinafter: "Ttv."/, among others, especially the following shall be defined in the organisational-operation regulations:

detailed rules on

- (i) the use and utilisation of private property and
- (ii) the house rules of the building.

The House Rules set forth in this deed constitutes Appendix 1 of the Organisational-Operational Rules of Westend City Center Shopping Centre Condominium.

The purpose of the House Rules is to harmonize the operational circumstances of the premises, areas of the Condominium separately held in ownership and exclusively used and the jointly used building parts and exercise of rights and obligations related to them and to create uniformly ensured conditions by the cooperation of the Operator and users which promotes the continuous, successful, and commercial effective operation of Westend. The House Rules set

forth its organizer, restrictive, permissive effect jointly with legal regulations, official regulations related to the operation of the whole Shopping Centre and individual stores and jointly with vindication of written and unwritten rules for fair business behaviour.

The 'Lessee Handbook' is the supplementary Annex of the House Rules, which records the provisions on the technical refurbishment and establishment of the premises, and settle-outs, point-marketing places ("carts") of section 10.2. of the House Rules, – primarily, but not exclusively regarding: planning, mechanical-, electric- and fire safety provisions, authorisation necessary for starting the execution, the conditions worked out for the execution and opening of the store, and the retail unit of section 10.2. which conditions expressly relate to the technical circumstances of the Shopping Centre in the Shopping Centre.

The provisions of the 'Lessee Handbook' – regardless that the proprietor or lessee of the certain store unit or settle-out or point-marketing pace ("cart") of section 10.2. of the House Rules, or any other user on other grounds wishes to reconstruct or operate it – are applicable for all of the stores in the Shopping Centre, and for all those serving areas that relate to commercial or service activities, and for those areas (e.g. store-room) that relate to the operation of the building units.

Hereinafter when 'House Rules' is used, the regulation of the 'Lessee Handbook' (as supplementary annex of the House Rules) are also to be understood and also applicable – if the House Rules does not stipulate it explicitly otherwise.

## **1.2 Usage of the House Rules**

The House Rules shall be an inseparable part of all the purchase, lease or other exploitation agreement concluded in relation to premises located in the Shopping Centre in separate ownership or building parts jointly owned but used exclusively. Contracting party conveying the right of use shall be obliged to deliver a copy of the House Rules to the new user at the time of conclusion of such agreement.

Co-owners and lessees shall be obliged to acquaint the rules of the House Rules beyond themselves with their employees and suppliers.

The Operator shall be obliged to send the effective House Rules to the owner if requested and without request. in case of modification of the House Rules within 8 days after the decision of the General Meeting.

Should any provision of the present House Rules be invalid or become invalid this fact shall not affect the validity of the whole House Rules. In such case co-owners shall replace the invalid provision with an legally non vulnerable provision which is the most approximate to the commercial or other purpose of the invalid provision.

## **2 TERM OF EFFECT OF AND AMENDMENTS TO THE HOUSE RULES**

House Rules is created for an indefinite period by the General Meeting.

House Rules can be modified in accordance with rules defined for the initiation of the General Meeting's decision.

Between dates of two General Meetings the Common Representative shall be entitled to modify or supplement regulations defined in the House Rules in its own competence as well or to issue such regulations by virtue of practical experiences and emergence of needs occurred during the operation of Westend and in consequence of change of statutory instruments, official requirements.

The Common Representative shall inform persons under the scope of the House Rules about the change without delay in writing and all of them shall observe effective regulations. With acceptance of the House Rules the General Meeting shall authorize the Common Representative for the procedure defined in the present clause.

### **3 TERRITORIAL SCOPE OF THE HOUSE RULES**

#### **3.1 Territorial scope of the House Rules**

The territorial scope of the House Rules shall cover all areas of Westend Shopping Centre (hereinafter: "Westend" or "Shopping Centre") owned jointly or separately especially area of stores, settle-outs, point marketing communication routes, premises for any other function (e.g. storage, loading ramp, forefronts, elevators, social rooms, etc.), any premises and structures owned jointly and named in the Deed of Foundation and the subterranean garage, parking places, paths and area of roof-gardens.

The expression 'House' has the same meaning with the above in respect of the usage of the House Rules.

**3.2 Store areas:** Wherever the House Rules uses the expression "store", such shall mean retail sales units, supplier, entertainer, hosting store units and areas, settle-outs and kiosks operating on common areas, except if the House Rules distinguishes between retail sales units, supplier stores, or host and entertainer stores. The expression of stores shall include the settle-out and point sales of the store and any other places connected organically to the business activity of the store.

**3.3 Retail sales areas, Food Court** "Retail sales areas" shall mean those parts of Westend' s building beyond Food Court which mostly include retail sales and supplier units.

The expression of Food Court means those parts of Westend' s building which mostly include entertainer and host places and because of this fact its nature is different from other areas of Westend (its approximately means the area of Krúdy Gyula square on the underpass floor).

**3.4 Internal and external public common areas:** Public internal areas not defined above shall mean lobbies (downstages) which are suitable for execution of common programs, arcades in the building, toilettes for customers and any other areas (escalators, elevators, stairs, etc.) which are directly in connection with visitors.

External public common use areas refer to those pavements directly next to Westend building, green surfaces, areas, inner roads and parking places which belong to the properties that ensure the placement of the Shopping Centre (area in front of Nyugati square main entrance, Váci street pavements and green surfaces, pedestrian traffic area between Ferdinánd bridge and the Shopping Centre, railway service roads /A, B, C and D road/ and the lessee parking places thereof), and the roof-terrace, and the Parking garage (P1, P2, P3 levels) above the railways.

**3.5 Staff departments, storages, technical rooms:** Staff departments include staff changing rooms, toilets, offices, back loading-moving (service) corridors, storages and any other areas closed or partially closed from the public (e.g. emergency corridors). Technical rooms shall mean any areas closed from the public and the staff to where only technical staff entitled to entry. Access into this premises is prohibited for visitors even if the escort.



**3.6 Area of subterranean garage and the parking garage:** The subterranean garage (P1, P2, P3) and the area of external parking garage (A, B, C level) constitute the organic part of Westend and the parking order of which is declared by the Parking Regulations.

## **4 PERSONAL SCOPE OF THE HOUSE RULES**

### **4.1 Personal scope of the House Rules**

The House Rules is accepted by the General Assembly of the Condominium in accordance with provisions of Ttv., and the observance of it is obligatory for co-owners, tenants, users of the Westend, for the Operator and the Common Representative, for employees of co-owners and tenants, for employees of the Operator, for temporary tenants of common areas, for contracting parties of users and the Westend and trustees of them, for any and all customers and visitors of Westend.

**4.2 Employees:** persons employed by co-owners, tenants, users, and the Operator in the territory of the Westend and persons proceeding on behalf of and in interest of them in the territory of the Westend shall be deemed under the expression “employee” in the House Rules.

**4.3 Co-owners:** where the House Rules regulates the expression “owner” it shall mean natural and non natural person(s) specified in proprietary duplicate title deed of the certain stores of the Condominium or defined in a valid sales contract of real estate regarding such separate real estates.

**4.4 Users:** persons are up and doing in stores located at Westend and effective users of such stores shall be deemed under the expression “user” in the House Rules. Should a number of persons be entitled to use a store all of the users of the store shall be deemed under the expression user. Should the House Rules define a right for the user such right shall coming to those users who possess the used store on the basis of a valid legal title justifiably (operating permit).

## **5 OPENING ORDER**

### **5.1 The purpose of the regulation of the opening order is**

- to allow of the holistic availability of goods and services for visitors by an uniformly communicated manner and
- to ensure for users synergistic advantages residing in the phasing of the operation and trade.

**5.2 General opening hours of the House:** The Westend is open from Monday till Sunday 8:00 – 23:00. The Operator is entitled to close certain area segments of the facility from the customers (for operation management and asset protection reasons) following the closing of the stores, preceding the closing of the entire Shopping Centre. The Operator is entitled to define an opening order contrary to above in case of harmonized petition of users or temporary or in case of extraordinary situation. Making threat of public endangerment, energy limitation for days, disaster situation on the basis of weather or any other ground shall be deemed as extraordinary situation for example. The opening order of the House is indicated at the entrances of the House at visible place.

If legal regulations and / or regulations of authorities limit the opening hours of the whole Shopping Centre or its certain stores operating with commercial or service profiles, then the opening (and closing) hours of the stores under the effect of the restrictions change according

to the legal regulations / regulations of authorities during the course of the restrictions, and the users of the stores concerned are entitled and obliged to operate their stores accordingly.

#### **5.2.1 Christmas, new year's opening hours of the House:**

24th December            08:00 – 15:00

(the mandatory opening hours of commercial, supplier, hosting and entertainer stores, units:  
10:00 – 14:00)

(On 24 December the House closes at 15:00)

31st December            08:00 – 18:00

(the mandatory opening hours of commercial, supplier, hosting and entertainer stores, units:  
10:00 – 16:00)

(On 31 December the House closes at 18:00)

### **5.3 Opening hours of stores**

opening hours of commercial units, point marketing places, kiosks and other non-established stores can be obligatory or allowable according to the House Rules.

The below regulations regarding opening hours shall be applicable in observation of the all-time statutory provisions, as well as of the holiday opening hours defined in Section 5.2.1.

#### **5.3.1 Opening hours of commercial stores, retail units:**

##### **5.3.1.1 Obligatory (minimum) opening hours of commercial stores, retail units**

All year long:

From Monday to Saturday: 10:00 – 20:00

Sundays:                            10:00 - 18:00

##### **5.3.1.2 Opening hours of commercial stores, retail units, allowed by the House Rules:**

Every day:                            08:00 – 22:00

The commercial stores, retail units shall be entitled to keep open after 10 pm by prior, written approval of the Operator, the fundamental conditions of which are:

- i.) obtaining the required permit of authorities,
- ii.) bearing the additional operating costs incurred by the Shopping Centre in relation with the prolonged opening hours.

##### **5.3.1.3 Advised opening hours for commercial stores, retail units:**

All year long:

Monday to Saturday:            9.00 – 21.00

Sundays:                            10.00 – 18.00

#### **5.3.2 Opening hours of catering, service and entertainment units:**

Opening hours of hosting-, service- and entertainer stores, units in the Food Court and other places of the House can be obligatory or allowable according to the House Rules. Under the following provisions

- under the term “service activity” the stores defined in Act 164 of 2005 on commerce, and the stores providing services under the Act 76 of 2009 on the General Rules of the Commencement and Performance of Service Activities,
- under the term “entertainment stores, units (with the exception of the movie theatre operating in the Shopping Centre, to which the distinct prescriptions of Section 5.3.3 shall apply) the service activities directly related to spending leisure time shall be understood.

#### 5.3.2.1. **Obligatory (minimum) opening hours of catering, service and entertainment units:**

All year long:

Monday to Saturday: 10.00 – 20.00

Sunday: 10.00 – 18.00

#### 5.3.2.2. **Opening hours of catering, service, entertainment units allowed by the House Rules:**

Monday to Sunday: 08:00 – 23:00

(following preliminary arrangements with the Operator)

The catering, service, entertainment units shall be entitled to keep open after 22.00 by prior written consent of the Operator, the fundamental conditions of which are:

- obtaining the required permit of authorities,
- bearing the additional operating costs incurred by the Shopping Centre in relation with the prolonged opening hours.

#### 5.3.3 **Opening hours of the movie theatre operated in the Shopping Centre:**

obligatory opening hours:

Monday to Friday: 11.30 – 23.00

Saturday - Sunday: 9.30 – 23.00

allowed opening hours:

Monday to Sunday: 10.00 – 01.00

**5.3.4 Opening hours of Food Court:** is open every day. The restaurant part may be kept closed by the Operator with a prior notification for the period of planned maintenance (24 hours per occasion), without obligation to reimburse damages.

### 5.4 **Provisions contrary to the general opening order**

#### 5.4.1 **Opening order of one-man stores:**

The latest opening time of those stores which operate demonstrably with one employee shall be at 10:00, but the obligatory closing time is the same like other stores so from Monday till Saturday at 20:00 o'clock and 18:00 on Sunday.

The one-man stores are obliged to define a lunch break closing hours, that it cannot exceed 45 minutes.

The Operator provides a unified sign for the lunch break closing hours, on which the actual end time of the lunch break can be set – in order to inform the customers.

**5.4.2 Exemptions defined on the basis of the profile:** users of stores providing financial, insurance, technical expertise, consultancy, travel agencies are entitled to be open contrary to the obligatory opening hours following the written consent with the Operator.

**5.5 Inscription of the opening hours:** users of all the stores are obliged to represent the opening hours of the store at the entrance of the store by a well visible manner for customers in aesthetic form.

**5.6 Ad hoc and other (technical, alteration, etc.) shutdown, inventory.** Should any store temporarily be closed because of inventory or technical default, the user shall be obliged to represent the reason of the close and the prospective date of the opening on its store by a well visible place – using a proper inscription (unified sign) provided by the Operator. The written permit of the Operator is required to the inventory or the closing and it shall be asked 48 hours earlier or if not possible because of the reason of the close, then in the most earlier date by forms published by the Operator. It shall be forbidden to do the inventory in obligatory opening hours if the duration of the inventory process exceeds 3 hours.

Stock-taking can only be performed alongside with the cleaning method – that ensures the high standard cover of the storefront – which has been previously approved by the Operator.

**5.7 Sanctioning of the breach of the opening order:** The regulated and calculable opening order is a crucial condition to preserve the Shopping Centre's good business reputation and the productive trade activity. Rules for the opening order protect the interests of customers and stores.

Penalty shall be paid by defaulters of the opening rules defined in the House Rules and accepted by the General Meeting of the Condominium to the Operator and the amount of such penalty shall raise the financial frame available for the marketing activity of Westend.

Should the user of any store breach the present House Rules' s provisions for the opening order repeatedly within 30 days, the user shall be obliged to pay a penalty equal to 100 (one hundred) EUR per calendar day that is affected by the breach of the opening order, against the invoice of the Operator.

Should the user of any store breach a binding ad hoc opening rule (e.g. relative to holiday) adopted in accordance with the regulation of the Condominium, then the user shall be obliged to pay a penalty equal to 100 (one hundred) EUR per calendar day that is affected by the breach of the opening order, against the invoice of the Operator.

**5.8 Mandatory ordering of closing hours:** In the case that the Operator takes measures for the closing of any store in the interest of preventing damage to common property, or the Operator effects the same in enforcement of measures by police, building or other authority in the case of bomb alert, disaster of nature, terrorist action, or threat of the same, the user shall not be entitled to make any claim for damages towards the Condominium or the Operator.

Causes for order for enforced closing to preserve harm to the common property shall be the following especially, but not exclusively:

- a) Failure of obligatory shock protection supervision of the Store unit
- b) Breach of the provisions of Fire Protection Rules
- c) Static state of false ceiling
- d) Inappropriate technical state of mechanical equipment, with special respect to:
  - i. grease collectors
  - ii. grease exhaust technology
  - iii. fan-coil equipment
  - iv. frying appliances (gas and electrically operated).
  - v. refrigerating appliances.

## **6 ENTRANCES AND THEIR FUNCTION AND OPENING ORDER**

## **6.1 Customer entrances**

6.1.1 Own customer entrances of stores closing and opening of which is the exclusive right and obligation of only one user. Opening, closing and usage in accordance with the House Rules of such entrances shall be the exclusive liability, right and obligation of the owner, tenant or the user of the premises.

6.1.2 Common customer entrances opening and closing of which is the right and obligation of the Operator acting upon the opening hours defined in the House Rules.

## **6.2. Staff entrances:**

6.2.1 Own staff entrances of stores. Closing and opening of which is the exclusive right and obligation of only one user. The user shall be entitled to decide the opening hours of the staff entrance but shall be obliged to ensure the closing of entrances from its store to other parts of Westend for the period from the closing until the opening of the Westend' s part in question.

Should the store be not secured by a security guard, the opening shall be at the same time of opening of the House earliest and the closing shall be within one hour after the closing of the user' s store. The user shall be liable for damages arising demonstrably from the breach of its obligation above.

6.2.2 Closing and opening of commonly used staff entrances shall be the right and obligation of the Operator.

**6.3. Gates and ramps suited for delivery of goods:** serving the supply of the commercial units located in the house. Stoppage at this place is permitted only and exclusively for the time of delivery of goods. The Operator shall be entitled to carry motor-vehicles parking irregularly and beyond the permitted period at the owner's costs.

6.3.1 **Commonly used loading gates:** Opening hours of commonly used loading gates take ever from 07:00 until the actual opening hours of the House.

6.3.2 **Loading gates used only by one user exclusively:** In case of store secured by the user' s own security guard the user shall be entitled to decide the opening hours of loading gates, but the security guard of the user shall be obliged to ensure the closing of entrances from the store to other parts of the Shopping Centre for the period from the closing of the Westend' s part in question until 06:00. Should any of the affected stores exercise such right it shall be reported to the Operator in writing.

Should the store be not secured by the security guard of the user or the user have not such service loading gates shall be open for the period of the opening hours and loading of the store. The user shall be liable for damages arising demonstrably from the breach of its obligation above

## **7. REGULATIONS FOR ACCESS AND EXITS OF USERS AND THEIR AGENTS**

**7.1 Employees operating the stores:** They are entitled to use entrances of the building during opening hours by showing off their entry permit if required. Beyond opening hours during the period from 23:00 until 08:00 access and exits are available:

(i) as primary rule only across the ramp no. 4

(ii) as an exception at the access points defined in the written permit of the Operator, entry to an departure from the building shall take place exclusively with a valid entry and working permit, and stay at the area of the store requires a valid work permit.

**7.2 Persons entry on behalf of the users of stores** shall be entitled to move beyond opening hours only with a valid working permit issued by the Operator in accordance with its content and the House Rules across the gate constructed near the ramp no. 4, or through the access point defined in the written permit of the Operator, by verifying their identity if necessary.

**7.3 Official person:** Beyond opening hours the appointee by the head of the security guard shall be obliged to accompany official persons entitled to entry. The security guard shall make a report on the entry and the reason of it by recording the name of the entrant person

## **8 BEHAVIOURAL AND USAGE RULES**

**8.1 General principles:** It is necessary to Westend's employees and visitors to define behavioural rules socially expectable and appropriate to the function of the place and which is not only to abet the normal operation of the House, but to ensure the order suit the acts, the public safety, public health, public morals and socially accepted usages. The employer shall be liable for all behaviour of all of its worker (employee), especially but not limited to the following clauses.

### **8.2 Obligations of employees**

Employees shall be obliged to behave against visitors such manner which contributes to the adaptation and preservation of the good business reputation of Westend and the expected first class services. The assistance and cooperation, honour and save of each other's work shall be expectable during the behaviour of employees against each other.

8.2.1 Behaviour, manners, helpfulness, politeness of employees shall serve the comprehensive satisfaction of visitors and customers. This expectation shall govern the adjustment of customer's complaints as well.

8.2.2 Persons working in Westend are obliged to do their activity wearing clean clothes becoming to their scope of duties, the profile and services of the store.

8.2.3. It is forbidden to bother customers (addressing and appeal for shopping and agitation of customers on common areas).

8.2.4 It is forbidden to eat in the store area in the presence of customers, clients, especially during serving them.

8.2.5 Drinking alcohol is prohibited for employees during working time in the whole area of Westend and the security guard shall be entitled to check the observation of this anytime by a manner in accordance with the Hungarian laws.

8.2.6 Employees shall be obliged to observe working security rules defined for their job.

8.2.7 In case of extraordinary situations (e.g. fire, making threat of public endangerment) relevant regulations (Security Regulation, Fire Service Regulation, Evacuation Plan for Making Threat of Public Endangerment).

8.2.8 The employees shall be obliged to inform the closest security guard or the dispatcher without delay in case of detecting strange, abandoned object or a person behave suspiciously conspicuously or unusually.

8.2.9 Keeping the business secrets is the obligation of employees as well. Assign managing of stores shall be entitled to declare turnover date of their store in Westend or other experiences, but their declaration shall not hurt the good business reputation or Westend or other persons.

In respect of the entire Westend Shopping Centre the Operator shall be vested with rights to make a declaration.

8.2.10 Also the persons working in the Shopping Centre are obliged to observe the non-smoking rules of the House Rules.

If the workers perceive breach of the prohibition, they shall be obliged to warn the person in breach to immediately stop the smoking, or shall without delay inform the security guard in the interest of the appropriate measures.

8.2.11 For the employees of the hosting stores men's and women's (3 – 3) personnel changing rooms have been established on level -6 of the Shopping Centre.

The Operator shall be entitled and obliged to define the employees of which store are entitled to use the specific changing rooms.

The Operator ensures entry cards for the use of the changing rooms, and the changing rooms can be used only with valid entry card. In the event of loss of the card the Operator provides a new card to the user of the changing room against a reimbursement amount of HUF 5000 + VAT.

It is forbidden to store in the changing room any valuables apart from street clothing.

The Operator does not bear liability for the loss valuables placed in the changing room.

It is forbidden to store food or fire hazardous materials in the changing room.

Employees shall be obliged to use the changing room properly and to preserve its state and to reimburse damages caused in it. Should the tortfeasor person caused damages in the devices and equipment of the changing room not be identified damages shall be reimbursed by those stores which had collectively used jointly the changing room at the time of arising of damages.

The changing room door must be kept locked at all times.

The Operator executes a sanitary disinfection on the areas of the changing rooms in the period of Monday 23.00 to Tuesday 06.00, on the Monday of the first week of every calendar Month, regarding which period the users of the changing rooms shall be obliged to vacate the changing room lockers.

(The Operator sends a specific request to the heads of the concerned hosting stores 24 hours in advance of the time of such monthly regular disinfection.)

8.2.12. At the areas of Westend mentioned in Section 3.5. employee lavatories /hereafter: Lavatories/ have been developed in order to ensure that access to lavatory usage is constantly available to exclusively to employees at Westend areas that are separated from visitor traffic, in accordance with the relevant legal prescriptions and regulations of authorities.

The Operator provides the employees with access cards to use the Lavatories.

Employees are entitled to use the Lavatories free of charge, but only with a valid access card.

The employees are obliged to use the Lavatories as intended, in full compliance with the rules of use and responsibility - signed by the User entitled to receive the access card upon receiving the card, recorded in the Declaration of Commitment - established by the Operator for issuing the access card.

If the card is lost, the Operator will provide the employee with a new card for a fee of HUF 5,000 + VAT.

8.2.13. Every employee of the Westend shall be obliged to observe and have the present House Rules observed.

The actual user (owner, lessee) of the shop is liable for the conduct of its employees, suppliers, contractors breaching the House Rules of the Shopping Centre, the losses caused by actions or omissions of the same.

### **8.3 Behaviour of customers and visitors**

Everybody may use all devices and equipments in the whole Westend's area at his own liability such as revolving door, bench, chair, escalator, elevator, shopping trolley.

All visitors, customers of the Shopping Centre shall be obliged to observe the regulations of the House Rules imposed thereon.

In accordance with the laws in force, custody of children under the age of 14 shall be the obligation of its representative by law.

#### **8.3.1 It is forbidden in the whole area of Westend**

8.3.1.1 In accordance with Act 42 of 1999 on the protection of non-smokers, smoking within the building of Westend is forbidden. Smoking is allowed exclusively

- i.) outside the building, at the ash- and waste containers placed on the promenade, at a distance of at least 5 m from the entrance of the building; and
- ii.) in the roof garden, excluding the area of the playground and 5 m vicinity thereof.

Persons breaching the smoking prohibition may be obliged by the colleagues of the security service and the operation management to immediately leave the building (and 5 m vicinity thereof).

If due to behaviour against the regulations of Act 42 of 1999 a fine is imposed onto the Operator, the Operator shall be entitled to recharge such onto the person in breach, who shall be obliged to pay the same to the Operator without delay, in the amount indicated in the decision of authority, attached to the notification of the Operator.

In the case that a health protection fine has been charged against the Operator because of an employee of a store operated in the Shopping Centre (or any subcontractors, suppliers thereof), the lessee of the store, or – if the lessee does not undertake liability to pay the fine – the owner of the store shall bear liability for the payment of the fine.

8.3.1.2 to drink alcohol beyond the areas of host units assigned for this purpose or to bring it in for the purpose of drinking within doors of the House or to entry into the Westend's area under the effect of alcohol;

8.3.1.3 to possess, distribute, use drugs or entry into Westend's area under its effect;

8.3.1.4 to behave by a manner which offends public moral, or to bring in objects against public moral;

8.3.1.5 to bring in alive animals with the exception of (i) assistance dog according to SZMM decree no. 27/2009 (XII.3.) /in compliance with the rules written in the decree/, (ii) animals kept in a cage, (iii) by written permission of the Operator in relation with events held in Westend (iv) and official (e.g. police, customs and finance guard, emergency response) clue searcher dogs;

8.3.1.6 to bring into the Westend's area firearms or any objects able to be mistaken for firearm or all devices which possession is prohibited by government decree no. 175/2003 (X. 28.) on the



objects are curiously dangerous for the public, exceptions may be made for persons transporting money and the police;

8.3.1.7 to do commercial, catering trade, tourist activities without permit;

8.3.1.8 to do agency, market research activity (filling in questionnaires with visitors, customers), and move as alive advertisement devices (sandwich-man) without permit;

8.3.1.9 to distribute dodgers or to glue posters onto the walls, pathways, streets, other surfaces of Westend Shopping Centre without permit;

8.3.1.10 to organize, continue, play public gambling without permit;

8.3.1.11 to keep political or similar programs, to distribute fly-bills, to agitate with such nature;

8.3.1.12 to keep programs with only purpose of religious, to distribute fly-bills, to agitate with such nature;

8.3.1.13 to use bicycle, roller-skates, roller, or other similar vehicular devices (except for the areas specifically designated for this purpose, at themed events organised by the Shopping Centre);

8.3.1.14 to panhandle, mouth, or behave by a manner which can cause indignation, fright in others;

8.3.1.15 to take a picture, videotape with communication (reporting), commercial or other business purposes, as a professional or amateur, by an commission without the permit of the Operator, or to shoot a film, create a photographic report (coverage) at the area of Westend, by using Westend as a film set (background) for the purpose mentioned above;

8.3.1.16 to eat at any areas apart from the Food Court and restaurants outside the Food Court, other catering units (and terraces, permitted out of shop units thereof);

Furthermore, it shall be forbidden to take away from the area of the Food Court the food trays fitted with the Westend logo, to use the area of the Food Court as a scene to hold negotiations, business meetings;

8.3.1.17 for children under 14 years to abide there without parental or adult person's control;

8.3.1.18 to drink the water of fountains and the waterfall (non drinking-water!);

8.3.1.19 to have a wash in the toilets beyond the ablution;

8.3.1.20 to abide wearing unclean clothes or being slovenly.

*8.3.1.21. to remove waste from the waste container or scatter its contents*

In the case of all such unauthorised commercial activities against the House Rules, of which the competent authority / court establishes the fact of a breach of rule, it shall be entitled to initiate the ban of the perpetrator from the Shopping Centre.

In the case of animals brought in with approval as defined in Section 8.3.1.5, the person in custody of the animal shall be obliged to ensure observance of the relevant prescriptions of authorities, if required, obtaining permits from authorities.

**8.4 Requirement of the proper use:** The operation of the Westend on a prominent level and the preservation and expansion of its internal and international good reputation shall be the

common purpose of users. During the proper operation of Westend rules defined in the Foundation Deed of the Condominium and in the House Rules shall govern and the observance of which shall be the obligation of all users and the restriction of the right of possession, use and disposition by such rules shall mean the substantial element of the House Rules on the basis of common consent accordingly.

The Operator shall be entitled to create rules in line with the present House Rules using the continuous operational experiences of Westend to ensure the requirement of proper use, for the purpose of the aesthetic and substance care of the Westend's building and which rules shall be observed by all persons under the scope of the House Rules.

**8.4.1 Obligation of the Operator:** The Operator shall be obliged to have observed rules described for users and to sanction defaulters of rules by the delegated powers ensured for him and in the measure defined in clause 8.6.1.

The Operator shall be entitled to control the proper use regularly without the causeless disturbance of the user and to sanction flagrant and recidivist defaulters in interest of the House and the community of dealers.

**8.4.2 Obligations of users:** Users are obliged to use properly either areas, building parts owned jointly and areas, building parts owned exclusively in accordance with the level of Westend and shall be obliged to do all reasonably expected measures to inhibit the non proper use of any part of Westend (eg. inhibition of nuisance, prompt report of damages, nuisances).

In interest of vindication of such requirement users shall be obliged to observe regulations – in connection with the usage of real estates - defined in the effective legal regulations, in the House Rules, in the Lessees' Handbook prepared by contribution of the Operator, and in the Deed of Foundation of the Condominium and to promote the work of and to cooperate with the Operator.

During the use of its store the user shall be obliged to abstain from such behaviour which would either directly or indirectly obstruct or hinder the proper use of other stores, including especially but not exclusively the noises and scents coming from the Area of the shop. In compliance with the above and below rules, all users are obliged to respect the neighbours' rights protecting users of other stores.

It shall be an eminent obligation of the hosting shops with warm-meal kitchens to apply air suction devices of such capacity which on one hand fit the technical systems of the Shopping Centre, and on the other hand ensure the full extraction of the steam and smells resulting from the kitchen activities, and full emission through the permitted conduit system.

In the stores (within and also outside the opening hours the maximum permitted noise level is 44 dB, the observation of which shall be controllable by the Operator, and it shall be entitle to notify the user of the store to decrease the volume, in the interest of the peace of the customers and the undisturbed operation of neighbouring stores.

The stores have opportunity to conclude a distinct agreement with the Operator – if the store fit-out has been proven by appropriate prior measurements, that higher volume does also not disturb the neighbouring stores and the shopping customers – in this case the maximum allowed volume is: 63 dB.

For the purpose of the distinct agreement the measurement shall be carried out with a calibrated volume measurement device, in the presence of the Operator.

The volume of the music provision within the store – keeping in view the above limitation – shall be adjusted in such manner, so as not to disturb the neighbouring stores, ensuring peaceful shopping, and meeting the all-time prescriptions of laws and authorities.

The user of the store shall be obliged to operate the lighting of the shop area until 8pm (until the end of the obligatory opening hours) even in the case that the permitted unique opening hours of the store have ended before 8 pm.

The Lessee of the store shall at maximum twice a year, upon the prior, written notification of the Operator – for the purpose of TV film shooting organised/permitted by the Operator – be obliged to leave the lights up in the store/shop window after the closing of the store, and if required, as arranged for with the Operator, to provide 1 person as custody in the store.

The users – in order to provide a modern customer service, beginning 01.09.2019. at the latest – are obliged to ensure the customers to fulfill their payment obligations by using a credit card in every form of sales / supply of services in the Shopping Centre.

The users are obliged to ensure that the customers can pay by Westend Gift Card in the store (with a POS terminal that is used for accepting credit cards) – in order to uniformly use the introduced new Westend Gift Card in the Shopping Centre – from the date which has been announced in advance (and which has been communicated with the users at least 30 days in advance) by the Shopping Centre.

**8.5 The proper and improper use of the commonly used areas:** Toilets, lavatories and other watery devices of the commonly used areas shall be used only in accordance with their original function and it is prohibited to pour garbage or other material thereto. Costs of reparation of damages arising from the improper use by the user shall be born by the user.

In case of improper use the Operator shall be obliged to notice the user to promptly finish such behaviour and to abstain from such behaviour in the future. In case of inefficient notice the Operator shall be entitled to exercise sanctions defined in the House Rules.

Should the user cause damages to the Condominium he shall be obliged to reimburse damages.

Users shall pay a penalty in case of breach of rules defined in the House Rules.

**8.6 Sanctions of improper use:** The General Meeting of the Condominium hereby defines main breach of obligations and financial sanction thereto as following in line with provisions of the Deed of Foundation and the Organizational – Operational Regulations.

The Shopping Centre shall spend the come in amount for the marketing costs of the House

8.6.1 Principal breaches of obligations: the Operator is entitled to define occasional a penalty amount that may extend to ten times of the marketing cost and it can charge onto the owner of the store concerned in breaching the regulations of the House Rules in case of the following breaches of obligations (with the exception of the cases in sections 5.7., 8.6.4. and 8.6.21, in which cases the extent of the sanction is fixed) taking into consideration of the surface area, which area is the basis of the marketing cost accepted by the General Assembly of the Condominium. The owner is obliged to pay the penalty to the Operator against the invoice of the Operator.

8.6.2 breach of the opening hours

8.6.3 breach of the working order, rules of labour safety

8.6.4 in case of settling out without permit or breaching of rules of the permitted settle-out (the amount of the penalty payable for all day of the settle-out without permit: 100 (one hundred) EUR/day)

8.6.5 breach of the fixed business profile

8.6.6 breach of prohibitions for activities

8.6.7 breach of rules in connection with consumer protection

8.6.8 breach of hygiene rules

- 8.6.9 breach of rules in related to the cleaning, garbage usage (in extraordinary consideration of dangerous garbage, fat) (the amount of penalty payable for all day of breaching cleaning, garbage use rules: 100 (one hundred) EUR/day)
- 8.6.10 repeated breach of voice and noise rules
- 8.6.11 causing plugging, inundating with sewage evidently arising from misappropriation/negligent management
- 8.6.12 repeated breach of fundamental rules
  
- 8.6.13 breach of advertising rules
- 8.6.14 fail to report a private program
- 8.6.15 breach of rules for the proper use
  
- 8.6.16 failure of the obligation for the conclusion of insurance
- 8.6.17 breach of obligations in connection with the fire protection (every flammable work shall be arranged with the Operator in advance)
- 8.6.18 breach of obligations defined in the regulations attached
- 8.6.19 breach of technological, technical rules including opening and closing of windows and doors
- 8.6.20 illegal use of common services
- 8.6.21. breach of the provisions of laws or of the House Rules on the prohibition of smoking (the payable rate of the penalty: (100 (one hundred) EUR/occasion, which shall be borne by the actual user of the shop employing the worker, by recording of a protocol).
  
- 8.6.22. breach of provisions of the House Rules relating to the general rules of carrying of goods (section 15.1), or the breach of provisions of the House Rules relating to the proper use of the goods-loading corridor (section 19.4.3.) (the amount of penalty payable: 100 (one hundred) EUR/occasion, which has to be borne by the actual user of the shop breaching the provisions of the House Rules).
- 8.6.23. when breaching the House Rules provisions regarding the free Wi-Fi regulations (section 17.2.2.) the payable sum of the penalty is EUR 100 (hundred) / occasion, which the actual user of the store is obliged to bear.

Any kind of activities or defaults which hurts any provision of the Deed of Foundation, the Organizational – Operational Regulations of the Condominium, especially provisions of the House Rules and the which hurts or endangers the reasonable interest of other users of the Westend by an appreciable manner especially if the proper use of any stores become continuously or substantially limited or impossible.

Payment of the penalty shall not exempt from the observance of the rules of the Deed of Foundation and the House Rules.

Beyond the payment of the penalty users shall be liable for all damages in case of breach of obligations above, if they cause damages during their activities.

## **8.7. Usage of Public Toilets:**

From the second quarter of 2024, the use of the toilets in Westend - available to the public - will be subject to a fee. The current fee for using the toilets and the method of payment will be displayed on the pay machine at the entrance. The fee may be paid at the access gate in front of the toilet exclusively in cash (Hungarian coins of the denomination indicated on the machine) or by bank card.

Everyone shall be entitled to use the toilet facilities as intended and in accordance with the generally accepted rules of hygiene.

The owners defined in Section 4.3 will receive a free access card from the Operator for the free use of public toilets. In the event of loss of the card, the Operator shall provide a new card for a fee of HUF 5000 + VAT.

## **9 STORE PROFILE**

**9.1 General provisions:** The purpose in Westend is to ensure the most extensive profile composition of stores without domination or disadvantage of any profile. The expression of profile shall mean the product profiles defined in Annex 6 of government decree no. 210/2009. (IX.29) on the conditions of pursuit of commercial activities. In the case of all stores the profile had been recorded at the opening of Westend in the sale and purchase agreement or lease agreement made in respect of the given store.

The prior, written approval of the Common Representative is required for the change of the business profile, in accordance with the provisions of the Deed of Foundation and the Organisational-Operational Rules. In the case of a request for the amendment (broadening, narrowing of, or changing to entirely different) profile, the Common Representative makes its decision by taking into consideration the all-time actual profile mix and profile proportions of Westend, for which it also obtains the opinion of the Operator and professional consultants mandated occasionally or permanently.

### **9.1.1 In the case of permission of profile change**

- the applicant shall be entitled and obliged to announce the activity pursued in the store to the Notary of Budapest Capital Terézváros 6<sup>th</sup> District Municipality, in accordance with the permit of the Common Representative, as well as any changes to the scope of the product of the shop, in the interest of recording the data of the certificate on the operation permit in the records of the Notary, and the changed business profile may be commenced in possession of the certificate on the operation permit complying to the amended data. The applicant shall be obliged to send to the Common Representative a copy of the certificate without delay following receipt of the same.
- the Common Representative shall be obliged to record without delay the change of profile based on its approval and the Certificate of Notary, in its records on the stores in Westend.

### **9.1.2 In the case of rejection of profile change**

- the owner of the store being subject of the request shall be entitled to request the decision of the General Assembly of the Condominium through the Common Representative, in the form of summoning of the General Assembly or in the form of voting in writing. In respect of the decision of the Condominium the co-proprietor may exercise remedy of rights as defined in the provisions of the act on condominiums.

**9.1.3** If the Common Representative does not respond to the profile change request within 30 days from receipt thereof, the approval shall be considered as granted.

**9.2 Doing commercial activities:** Any kind of commercial activities can be done and any services can be supplied in the Westend only with the observance of all statutory and official provisions and in the possession of all required permits. During the observance of statutory provisions users shall comply with the following requirements primarily.

**9.2.1** Users shall be able to verify the blameless quality (first class), legal origin, fulfilment of rates and taxes arising from the acquisition of the goods turned over in the store and products used during the services (hereinafter referred to as products).

9.2.2 Every obligation regarding the guarantee, warranty, the product liability, and all obligations regarding the sale of goods and supplying services shall be fulfilled.

9.2.3 During the exercise their business activities in Westend users are obliged to observe the provisions of VVII. Act of 1996 on the unfair market practices and the prohibition of the competition limitation, from which the followings are accentuated requirements.

- It shall be prohibited to exercise the business activity by a unfair manner especially by manner which hurts or endangers the legal interest of direct competitors (stores in Westend), consumers or hurts the requirement of business honesty.
- It shall be prohibited to hurt or endanger of the good reputation of other stores in Westend by stating, rumouring false facts or by other behaviour
- It shall be prohibited to appeal other persons by a manner the purpose of which is to terminate a present commercial relation with a third party (with other store in Westend) or to inhibit the conclusion of such relation.

9.2.4 Users shall be obliged to observe the legal regulations on consumer protection (e.g. indication of prices, complaint book, etc.).

**9.3 Exclusivity, rights of sole sale:** Those co-owners and tenants are entitled to exercise exclusive activities whose purchase agreement or lease agreement concluded with the founder of the Condominium expressly contains the right of exclusive exercise of the activity in question.

**9.4 Prohibited profiles:**

- 9.4.1. are unlawful, offend public morals,
- 9.4.2 amount to activities with a loud noise (more than 63 decibel), smell or other natural harm,
- 9.4.3 require to bring in materials prohibited by laws,
- 9.4.4 require bringing in weapons without permit
- 9.4.5 involve exercise of gambling without permit or prohibited gambling (gambling exercised in accordance with the separate permit of the Operator and within the frame of permit means an exception from the above,
- 9.4.6 include sale of sexual goods, operation of peep show, prostitution or other activities that promote prostitution.

**10. SALES AT COMMON AREAS**

**10.1 Definition of marketing on the common areas:** Marketing on the common areas means the temporary (for a shorter period than the average lease agreements) requisition of a public common area in or out of the building of Westend, according to the rights and obligations stipulated in the agreement concluded thereof and to the authority prescriptions.

**10.2 Forms of marketing on the common areas:** settle-out and point-marketing.

**10.2.1 Settle-out:**

Within the territory of Westend only the users of the respective stores are entitled to settle out directly in front of the stores on the condition that the settle-out may only happen with the profile already permitted and in front of the store, by prior, written approval of the Operator. The Operator shall decide on the application of the user of the store submitted in writing with regard to the situation of the store area and the suitability of the public area in front of the store.

Suitability shall not only mean the compliance with prescriptions (e.g. blockage of escape-ways) but the preservation of the balance of lessees' composition as well.

The meaning of the concept of "settlement directly in front of the store": at most one sample product and one product demonstration frame may be placed directly beside the entrance of the shop or directly in front of the portal of the shop, in the manner that it shall not disturb the operation, portal of the neighbouring shops, or the visitor traffic in front of the shops, or moving in or out of the shop.

The Operator shall at all times be entitled to the control and revision of the already issued settling-out permits, and observance of the above prescriptions, and if a store – despite the written notification of the Operator – regularly breaches the above rules on settling out, the Operator may prohibit the settling out.

In the case of setting out without a permit or in difference from the provisions of permit the Operator is entitled to resort to rely on the assistance of the guarding and security service of the Shopping Centre in order to remove the out-settlement, the costs of which removal shall be borne by the user of the shop in breach of the provisions.

In the case that the General Assembly of the Shopping Centre amends the provisions of the House Rules in such manner that permissions to out-settlements within the Shopping Centre will be ceased, the Operator shall be entitled to take measures in order to cease the out-settlements by ensuring a moratorium of 6 (six) months, by preliminary consultations with the concerned shops.

**10.2.2 Point-marketing program:** In the case of the lease of a vending unit, indoor or outdoor pavilion the settler-out may occupy the area indicated on the ground plan being the attachment of the lease agreement, in accordance with the agreement. In this program persons outside the users of Westend shall also be entitled to conclude a settle-out agreement. This is a short partnership offered by Westend to retailers or enterprises already operating. The pavilion may be leased according to the special needs, profiles and season.

The profile that can be found at in-House lessees as well may get to a point-marketing place with the preferring of those already pursuing commercial or service-providing activity in Westend.

This form of marketing on common areas cannot be exercised directly in front of the store of an other user having the same profile, and within 50 meters from the entrance thereof.

### **10.3 General rules of marketing on common areas:**

- In case of point marketing the person pursuing the activity shall keep his agreement, operation permit, the customers' book, the minutes recording customers objections on the premises, indicate the opening hours, the identification data of the company on the furniture and plainly indicate the prices according to the separate commercial law.
- The user shall preserve the furniture determined in the agreement in accident-free and clean conditions.
- The goods and other devices shall be placed in a way complying with cultivated commercial customs, safe shopper-traffic and the general aesthetic requirements of the House. Beyond the permitted furniture marketing from the floor or from other supplemental device is be permitted.
- During the use of the area, commercial signs, shopper information or signs of other purpose can only be placed in a way complying with the general decoration requirements. Signs prepared with hand cannot be placed.
- During the pursuing of the commercial activity the user shall store the arisen garbage at a closed place, wrapping cannot be stored on the common area.

- At the expiration of the agreement the user is obliged to give back the area in the condition of the time of handover, including the furniture provided for the pursuing of the activity as well. If the user does not return the area or the furniture in the condition as taken over, the lessor shall be entitled to enforce claim for damages.

## 11 MARKETING

**11.1 General provisions:** the marketing activity on the common area of Westend is governed and controlled by the Operator. The Operator shall be in continuous and good communication with media to develop the uniform and blameless image of Westend.

Requirements defined for users shall govern the qualitative and aesthetic conditions of advertising activity under the Operator's control and the legality.

Advertising and marketing activity of users shall comply with the relating regulations of Act 48 of 2008 on the fundamental conditions and limitations of commercial advertising activities.

**11.2 Unique advertising contracts:** Advertising devices may be installed in Westend' s common areas and on the external surfaces of the Westend' s building on areas constructed for this purpose on the basis of a unique agreement with the written permit of the Operator. The conclusion of unique contracts shall be promoted by the advertising – surface map, schedule on the rental fee of places and the list of allowed/suggested technologies.

**11.3 Installation of advertising devices without permit:** Advertising devices installed by users without permit (boards, signs, posters, scaffolds, etc.) shall be removed by the Operator at the users costs, provided that the installer does not remove it against the written notice of the Operator within the deadline defined in the notice. The Operator shall store the advertising devices removed such manner and then shall be entitled to throw away or claim for the fee of the storage.

### 11.4 Photo and film shooting:

It is mandatory to request a permit from the Operator for a photo or film shooting (of section 8.3.1.15. of the House Rules) at the inner and outer areas of Westend at least *2 working days* hours preceding the event, by filling in the form provided by the Operator, and sending the same *via the Tenant's Portal*.

**11.5 Studio:** The Operator operates the studio of Westend by which it provides music for the common areas of the Shopping Centre, and it may also announce information of public interest.

During events the Operator may suspend the provision of music in the vicinity of the event.

The Operator does not provide on-site amplification (PA system), this shall be arranged for by the organiser of the event, and furthermore the local sound of the event shall not be forwarded to the sound system of Westend.

In respect of the value of the amplification the prescriptions of authorities and ensuring of the peaceful shopping by and entertainment of the visitors shall be kept in view.

### 11.6. Programs organization

**11.6.1 Indoor programs:** the program policy of Westend shall be defined by the Operator. Purpose of indoor programs is to organize programs – including commercial messages if possible - for the accentuated and nationwide recognized fests to organize such so called standard days commercial or image amplifier for Westend, when the programs generates the rise of turnover with involvement of the co-owners and lessees. Schedule of indoor programs



shall be made by the Operator. In case of programs on common areas Drafter of the plan shall take into consideration the directly or indirectly affected commercial units by the program, but during the program the affected commercial units shall comply with the requirements of the organizers in accordance with their obligations undertaken in the contract./temporary hidden, temporary modification of sales places/

The operator shall have executed legal, technical, acoustical, lighting effectual, and professional conditions of programs by observing relevant regulations. The Operator is obliged to notify the affected commercial units about the date and place of indoor programs one week earlier at least.

Co-owners and lessees are entitled to initiate indoor programs as well if possessing the base conditions of the organization of the program and the program in question is commercially supported, technically and financially realizable, and does not hurts ethical and moral norms – befits to Westend image -.

The Operator shall be entitled to lease common areas for promotional purposes to enhance the commercial convenience feeling and to generate programs which raise the commercial value of Westend.

Any arrangements, determination of dates and places, order of carriage in and out, guard-protection order are a allowed only in accordance with conditions issued by the Operator in writing. Operator shall be responsible only for its own programs.

**11.6.2 Non public programs:** should the user of any store aim at organize a non-public program such program shall be organized into its own store and the user shall be obliged to report the following data (15 days before the planned date of the program at least), by properly filling in the Event and Promotion-organisation Permit Form:

- place, object, opening and closing date of the program
- prospective number of visitors
- any other material circumstances related to the program,

The written permit of the Operator is required to the program.

Any costs (and any incidental claim for damages or compensation) permitted non-public program shall be born by the organizer of the program

Should such non-public program be not compatible with the Westend' s marketing strategy the Operator shall be entitled to prohibit and inhibit such program.

**11.7 Advertising activity:** The Operator controls coordinates the marketing activity of Westend as a shopping and entertaining centre for the purpose of the uniform marketing appearance of Westend.

In the interest of the effectiveness of uniform marketing strategy several users' marketing activity related to their store in Westend shall expand only for marketing of their own store and exclusively for products distributed, and services supplied by their store Advertising of competitor shopping centre is prohibited.

Users shall exercise advertising activities in Westend only in the area of their store and observing the rules above. Beyond the above mentioned users are entitled to exercise advertising activities in the area of Westend only with the Operator's permit.

**11.8 Advertising inscriptions:** The following rules are to regulate questions in connection with advertisements are to be planned and installed by the user of the store. The Operator is entitled to modify, clarify and amend the regulations – in order to enforce and carry out the unified regulatory in connection to the advertising inscriptions. The purpose of this regulations is to promote the creativity and discretion during the planning of advertisements by using quality materials. The novel appearance with fertile imagination and ripping with the conventional methods and allocation is supported.

Lessees' Handbook contains the provisions of transforming the premise area in detail.

The written consent of the Operator's Office for Lessee Coordination and the technical head office shall be required to the appearance of the facade image of stores and to installation of advertisement boards and to the change of the present advertisement boards.

In the event that the store intends to appear the official logo of Westend at any place, it shall in all cases request permission from the Operator in advance, in writing, to which the visual plan shall be attached.

**11.8.1 Advertising inscriptions in the stores:** the user is entitled to locate advertisements onto the inner facades of the shop-window, onto building parts in the store (e.g. pillars) only without injury of the substance.

The used advertisement shall be in comply with the first class level, aesthetic and morals requirements applied in Westend. The visualization of the advertisements shall be on high level in materials and quality and its size shall be comply with the requirement of good taste and the rationalism accordingly.

The sonic-advertisement used in several stores and flasher located in the stores and in the façade shop-windows of stores (by its size, volume, brilliance) shall not impede the activity of other stores and disturb the peaceful shopping and entertainment.

Luminous devices located in the shop-window under the horizon (1675 millimetres) shall be shielded by a deflector not to disturb other parts of Westend by their light. Unshielded neon light shall not be used in the parts of the store opened for public.

In case of those stores which are not equipped with own meters measuring the electric consumption users are obliged to turn off all of the store's flasher at the time of closing of the store.

Every sign-boards and marks shall be in accordance with the planning, permit and realisation rules of the Lessees' Handbook.

The written consent of the Operator is required to the change of the used sign- and advertisement boards and flashers. The user may ask for the Operator's permit with the written and pictured documentation regarding the new advertisement required to use. The Operator shall consider the request within 15 days after the delivery date. The Operator agree the installation of a new advertising-board and flasher (change of the earlier) only if its in accordance with the requirements defined in the present House Rules.

During the creation of the manner of the used advertising activities users are obliged to respect requirements defined by laws on the fair business behaviour and the advertising activity. Disclosure of all advertisements which are illegal or hurts the public morals or able to deceive the addressee shall be prohibited.

Users shall not exercise advertising activity which correlates goods, services offered by the store to goods, services of other store or stores doing activities in Westend or which qualify goods and services of other stores.

**11.8.2 Primary advertisement type** includes, sign-boards of portals, and advertisements placed on penthouses, glass surface and base-boards.

**11.8.3 Secondary advertisement type:** includes signs, advertisement placed on small glass surfaces and other small boards, emblems.

**11.8.4 Neon – interior advertisements:** Usage of free transmitted illuminating advertisements placed at the interior of the stores beyond the shopwindow is allowed. Every device – the maximum size of which is 20% of the given shopwindow surface – shall be located at least 50 centimetres from the plane of the portal beyond the glass surface of the portal or the front. Only such devices can be authorised that are designed with constant lighting, therefore pulsating lights cannot be authorised. Any transformer, frame and other non-lighted part of the advertisement shall be placed by hidden manner.

**11.8.5 Bill-boards:** The advertising copy, the content of the message, and the manner of its appearance shall suit to goods offered by the store, the marketing message and the commercial level of Westend. Advertising inscriptions shall not be ambiguous, pejorative, political or suggestive to the religious mind. Inscriptions shall be made by engraver, with standard sticker character made in advance or can be made by unique type of characters and numbers planned for the campaign. Inscriptions made by hand are prohibited. Messages shall not be suggestive for the exit intent of the lessee, excepted the information of customers because of a consumer protection reason. The text of inscription shall be collate with the Operator in such case as well. Location of some inscriptions e.g. “outlet”, “sell-out” shall be PROHIBITED.

Inscriptions shall not contain any subjective opinion or statement. Information, Price and quality appearances located at the shop-window shall be watertight and controllable. In case of use of any solution with the size bigger than 1 sq.m. the prior written consent of the Operator shall be required. /on security, aesthetic reason, etc./.

**11.8.6 Signs:** Signs are advertising-boards installed or overhead to the overhang bracket fixed at right angles to the portal (or proximate the portal on the bases of the permit of the Operator) demonstrate the name of the store or its owner, the fancy name of the business or its mark. Emblems of goods distributed by the store shall be indicated only by brand store - in any other cases it shall be reckoned among the brand advertisements on common area which shall be located only with the consent of the Operator. The size of the signs shall extend the 0,35 sq.m and shall suit to the distance of the neighbouring stores measured from the bolster overlay on the other hand and the neighbouring stores shall suit to each other because of the reach of the better visibility on the other hand. Determining structure of boards shall be plain or with depth of 25 centimetres at the most, thus use of signs made in globe or cube style is prohibited to the way of common areas at right angles to the wall plain. A valid commission documents are required to the installation of signs lighting or moving mechanically.

**11.8.7 Advertising inscriptions made from separate character:** Valid commission documents to the usage of inscriptions, firms and brand names with appearance below in all cases required by the Operator. Inscriptions shall not flicker, flash cause vision affect which can disturb neighbouring stores or customers. Lighting advertising inscriptions installed onto the outsider wall surface are allowed to be located to a place reachable by customers only if its insulation can not be stripped by free hand and have documents in accordance with security regulations.

**11.8.8 Shop-window settlement:** Shop-windows of all the store are the part of the Westend image. Shop-windows shall reflect free the feeling, composition provoking for buying wished to be transmitted by the store to call up the attendance of the addressed persons, except the exaggeratedly, scandalizing extreme appearances. Every stores are obliged to keep clean surfaces visible by customers and to present such goods in the shop-windows which buyable in the store. They shall keep clean from inside and outside glass surfaces to the common areas and shall change, refresh it in commercially accentuated periods /season change, action, Christmas/ as far as possible.

The rearrangement of assortments can be with positive affect to the turnover of sores working with standard goods as well. It is prohibited to cause public scandal, or to present devices or messages prohibited by the act on advertisements, to present appearances which are not proposed by Self- regulated Advertisement Body, or to breach aesthetic, moral norms. Every causing political and religious blues and any other appearances which is opposite to general trade of Westend is prohibited.

Devices located beyond the part of the store shall be removed from the common area following the closing and the user of the store shall be liable for the security and cleanness of such devices and goods placed on them. The store is entitled to exercise such settle-out in accordance with the prior presented plans and after having the written permission. The settle-out shall not hide and disturb the appearance and the live of the neighbouring store. In the case of electricity supplies or illumination of visitor motivating assets placed out, the store must possess valid technical permits.

Visitor motivating assets that may be placed out within 60 cm from the vertical entrance pane of the stores (this distance is in most cases also indicated by the pattern of the tiling, the out-placement shall not overlapse this distance):

- not more than 2 product demonstration holders (carriers) meeting international standards, which installations shall be homogenous in colour, material and form also; or
- not more than 2 stopping boards, which boards shall be homogenous in colour, material and form also.

Neither the asset placed out, nor the product placed thereon shall exceed the borderline of 60 cm defined above, for communication security reasons.

- Mixes out-placement of different types of visitor incentive assets is not allowed.

The power supply of the illuminated holders, windows shall be facilitated from the stores, and the conduit shall be hidden or placed into a cable channel, in a non-visible manner.

It shall be forbidden to place out stock or any other product to the tiling before the store.

Window dressing is permitted before 10:00 o'clock, or in the closing hours.

#### **11.8.9 Advertising inscriptions beyond the premises:**

**11.8.9.1 Shop-window advertisements:** Inscriptions and firm emblems located on glassed surfaces of the portal. Usage of metal foil, sand-blow, or characters cut from traditional sticker foil belong to the allowed application technology.

**11.8.9.2 Free aglow illuminated advertisement devices** are allowed to be located on opaque surfaces of the portals. The free aglow illuminated advertisement may constitute the organic part of the plan of the penthouse or the metal frame of the entrance as well with private

permission of the Operator's Office for Lessee Coordination. Should the illuminated advertisement be used with other graphical elements, it shall be located in any cases on a base-board (without background).

**11.8.9.4 Information of public utility:** Inventory, labour force admission, temporary closing, technical reasons and any other information which help the customer and the Operator shall be indicated in a printed, aesthetically pleasant format, created by computer.

It is forbidden to hang or place in any manner any hand-written scriptures on the area of the store or on any surface thereof.

**11.8.9.5 Glass portals on the side of the Váci street:** Should the store have any glass surface to the Váci street, the user shall observe those regulations of the House Rules which regulates the manner of the use of such glass portals because of the all-time appearance on high level and the preservation of the uniform image of the Shopping Centre. Before the first construction of the accommodation of such glass portals the detailed compliance with the signed representative of the Operator is required, who check and approve the construction if it is in accordance with the approved technical and vision plan

Cleaning, inner lighting, maintenance and the periodic redistribution, renewal in accordance with the period in question (but at least quarterly) of the inside parts and surfaces of the constructed portal shall be the obligation of the user. In case of any reconstruction following the first acceptance of the construction by Operator, the user shall be obliged to hand over a vision plan to the Operator before and about the planned construction, and shall be entitled and obliged to execute the reconstruction in possession of the Operator's permit.

#### **11.8.10 Installation of advertisements**

**11.8.10.1 Installation:** In case of installation directly to the portal of the store the element of the advertisement shall be at least 2 centimetres from the coating of the portal. This provision is not applicable for small boards from metal and advertising boards installed by sunk manner.

**11.8.10.2 Content of advertisements:** the advertising and informational content of store's advertisement shall be limited to characters indicating the company name of the user. Bearing, emblems or marks are allowed but shall not contain advertising slogan, symbol or italics.

**11.8.10.3 Supplies of the advertising inscriptions with electricity:** Every external advertisement, including inscriptions located to the part above the portal or to the arcade or onto the lightened penthouses shall be connected to the store's electrical system and shall be controlled by time-switches in periods defined by the Operator.

**11.8.10.4 Access in case of maintenance:** In accordance with regulations user shall build into the ceiling movable panels at its own costs to ensure the access because of reparation. The overlay of movable panels shall suit to the neighbouring surfaces and shall not be visible from the side of the portal.

**11.8.10.5 The C.E. mark:** Fabrication and installation of all the lightened advertising devices shall be executed by the relevant building and electronic repairing regulations and shall be marked with the C.E mark.

**11.8.10.6 Prohibited advertisements:** the following type of advertisements are prohibited:

- Advertisements made from paper or cardboard with lighting paint, or flags, decals hanged near the portal or beyond the window of it
- Lighting advertising cubes with monographic character fixed on background with sparks.

- Vacuum formatted plastic characters
- Advertisement in which the culvert, transformer, transformer box, or cables are visible

## **12 PARKING RULES**

The subterranean garage and parking house of Westend shall be available to everyone complying with those contained in Parking Rules.

Everyone uses the areas of the parking lots at their own risk.

### **12.1 Territorial situation**

Subterranean garage (P1, P2, P3) and external parking house (levels A, B, C): available for visitors and users

“Lessees’ Parking”, service road A situated parallel with the building, along the railway line, which may be available to users by seasons ticket or to suppliers for the time of delivering goods  
Temporary usage of other areas as parking area may only be available with season-ticket.

### **12.2 Opening hours**

The Parking areas are operated with opening hours of 24 hours. From 23 until 08 o'clock the subterranean garage may only be used with season-ticket.

### **12.3 Operational features**

- At exit P1 of the subterranean garage attendants on a duty of 24 hours provide help – also via the assistance request systems placed on the units of the parking system – with issues related to parking.
- Between 10 and 22 the parking area is supervised and controlled by a shift-leader, who is reachable on the phone number +36-30/230-74-60.
- Those using the parking areas are obliged to comply with those contained in the prevailing Parking House Regulations and to use the parking areas properly.
- The operator applies a linear rate at the parking area. Rate changes shall be published with 15 days prior to the introduction thereof at the entrances, in the surrounding of paying machines and the frequented areas (e.g. forefronts of elevators).
- The parking fees shall be paid at the paying machines. VAT invoices may be asked for at the exits with attendants.
- Parking is free at the parking areas every day from 7 to 10 o'clock, further on occasions of national celebrations.
- Guests with cars visiting the cinema may resort to a discount of 3 hours from the parking fee, the validation of which is carried out in the territory of the cinema.
- For visitors with disabilities special parking spaces with barriers have been developed, which shall be available with a season-ticket and with an option of free parking of 3 hours. For the parking exceeding this time interval the fee according to the all-time rate shall be paid. The entitlement shall be ascertained by the operator in compliance with the prevailing legal regulations.
- At the routes leading to the parking areas signs relating to the situation and status of the parking areas, while at the entrances a board of an Extract of the Parking Rules and the chart of rates in effect shall be placed by the Operator.
- The Operator is entitled to have the cars parking in a way hindering or endangering the vehicle traffic or those parking unduly on the ramps and hindering the continuous loading removed at the risk and cost of the car-owner.

- The Operator develops and maintains a traffic order ensuring the fast and safe movement of visitors. Therefore the Operator is entitled to apply closings and diversions at the private roads open to public traffic in compliance with the regulations of the KRESZ (Hungarian Traffic Code)
- Storing cars, trailers, motorcycles in the territory of the parking area is forbidden (even with VIP season-ticket), except on the base of a prior agreement with the Operator.
- *If the person using the parking lot – despite the payment obligation – leaves the area by its motorised vehicle without payment of the parking fee, the owner (operator) of the motorised vehicle shall subsequently pay for the usage of the parking lot a fee of 10.000 Ft.*
- the charging stations for charging electric vehicles in the subterranean garage and in the exterior parking lots can be used according to the regulations of the General Terms and Conditions which can be found on [www.westend.hu](http://www.westend.hu) website.

## **12.4 Detailed Rules of Parking**

The rules regarding the parking are contained in detail by the Parking Rules, which is accessible at the website of the Shopping Centre, [www.westend.hu](http://www.westend.hu).

## **13. INSURANCES**

### **13.1 User's insurances**

Every user shall at his own cost conclude and maintain in force insurance agreements complying with the following requirements at least.

#### **13.1.1 General rules:**

It is the obligation of the enterprises operating in the Shopping Centre that the individual stores are insured properly. Further it is the individual interest of the users to have their fixtures, goods on hand and other devices covered by the insurance policies.

At the conclusion of their insurance agreements the users shall take into consideration that the individual guard protection of the stores are not carried out by the guard service of the House.

The provision for the insurance cover of the losses from the suspension of activity originating in material damages (lost profit, extra costs) is the interest and obligation of the user.

In the case of damage actions shall be taken in compliance with those stipulated in the House regulations and the insurance agreement.

Occurring damages arising from the delay or failure of damage prevention, damage reporting or damage attenuation shall be borne by the user.

The Operator is entitled to check the existence of the prescribed insurances as follows.

#### **13.1.2 All-risk property insurance:**

Every user is obliged to cover the own investments carried out at the area of his own usage (interior decoration, technical works), the machinery and other installations installed by him, and the equipments, stock of goods and other self-owned properties or those being in his custody and to be found in the store by an all-risk property insurance policy and keep such insurance policy in force, in which the property values are determined as new values. The user is obligated to take charge of the continuous updating of property values (insurance sums), as well as their value monitoring (indexing) as needed.

#### **13.1.3 Building-assembling insurance:**

The user is obligated to conclude a separate Building-Assembling Insurance or to have conclude such an insurance with the contractor whenever in the store being in his usage some transformation, reconstruction, restoration etc. work associated with building-assembling activities are performed by him or by his contractors. Insurance coverage shall refer to all the insurable risks arising from such works, including risks in building-assembling performance or any material damage produced in the property groups existing on construction site, as well as any liability damage caused to third persons, the owner or lessor.

The user is obligated to attest the conclusion of such insurance contract prior to the commencement of building-assembling works.

The current amount of the building-assembling insurance related to the material damage of property groups (building etc.) or the compensation limit sum of the liability section, respectively, shall be determined by the Operator in the knowledge of actual works.

In lack of the above insurance contract, the Operator shall have the right to hinder the commencement of works.

#### **13.1.4 General Liability Insurance:**

Every user pursuing an activity in the Shopping Centre is obliged to have a General Liability Insurance providing coverage to third parties for any personal injury and insurable material damage caused to third persons outside of the contract in connection with their activity pursued in the House, including any damage caused to the shoppers, to those having resort to services or to visitors by the users, further caused to each other by the co-proprietors or the lessees, to the compensation limit amount generally prescribed for such type of insurance in the sale and purchase, lease or other agreement, except in case the user stands under the effect of the condominium extended liability insurance mentioned in clause 13.2.2.2.

#### **13.1.5 Lessee's/Lessor's liability insurance:**

Every user pursuing a lessee's/lessor's activity in the Shopping Centre is obliged to have a liability insurance providing coverage for any insurable material damage caused to the lessee/lessor in his lessor's/lessee's quality, to the compensation limit amount generally prescribed for such type of insurance in the sale and purchase, lease or other agreement, except in case the lessee/lessor stands under the effect of the condominium extended liability insurance mentioned in clause 13.2.2.2.

### **13.2 Condominium insurances**

The Operator shall provide for the conclusion and maintenance in force of the Condominium insurances from the operating costs.

#### **13.2.1 Condominium property insurance:**

The property insurance concluded by the Operator shall cover the common building structures, building parts and installations according to the Bylaws (ground, main and division walls, slabs, roof, commonly used premises or areas, central installations, etc.).

#### **13.2.2 Condominium liability insurance**

##### **13.2.2.1 General liability insurance:**



The Operator shall provide for the conclusion of an insurance agreement providing coverage to third parties for any personal injury and material damage caused to third persons outside of the contract charging the Condominium, for which damages the Condominium shall be liable under the Hungarian laws.

#### **13.2.2.2 Extended liability insurance:**

The universal, uniform and controlled condominium liability insurance relating to the users of the Condominium was extended with the effect of 1st January 2006 for the coverage of:

- personal injury and insurable material damage to third persons outside of the contract caused by the co-proprietors, further
- the insurable material damages caused to the lessee by the Condominium in his quality as lessor
- personal injury caused by lessees, further
- insurable material damage to third persons outside of the contract caused by lessees, further
- personal injury and insurable material damage to third persons outside of the contract caused by other users.

The users within the effect of the extended condominium liability insurance, for the time of their being within the effect of the extension, are released from their obligation of the maintaining in effect of the coverages of paragraphs 13.1.4 and 13.1.5.

### **14 PAYMENT OBLIGATIONS**

#### **14.1 Declaration and invoicing of payment obligation**

In case of a breach of any of the stipulations of the House Regulations, the Operator may charge a penalty according the clause 8.6.1. The Operator shall notify the user on the fact of the breach in writing. In case the user does not raise an objection within 15 days from the receipt of the notification thereof, the fact of the breach shall be deemed accepted and the penalty shall become due.

In case of an objection the user and the Operator shall conciliate.

The payment order of the payable amount shall be issued on the base of the euro selling exchange rate effective on the day previous to the day of the issuance thereof at OTP Bank Nyrt., and shall be paid in Hungarian Forint, within a deadline of 8 (eight) following the date of the invoice.

#### **14.2 In case the user fails to settle the penalty within the prescribed deadline:**

- in case the co-proprietor uses his own store, the Operator is entitled to enforce the claim from the operating cost deposit paid by the proprietor,
- in case the payment obligation is charged on a lessee, and the lessee fails to fulfil his payment obligation, the co-proprietor assigning the usage of the store area to the lessee shall pay the penalty instead of the lessee, and is entitled to enforce his claim from the lessee's deposit deposited at the co-proprietor as lessor by the lessee.

Until the user fails to completely fulfil his penalty payment obligation, he may be excluded from every kind of extra services (e.g. available discount publicity areas, free common programs, etc.)

### **15 CARRYING OF GOODS**

#### **15.1 General rules of carrying of goods**

Authorisation is always required when carrying goods, the filled form

a) has to be sent - *at least 2 working days prior to the carrying - via the Tenant's Portal*

Under the effect of the emergency regulations that cover Westend as well – besides the suspension of personal administration –, the Operator may ensure the possibility of forwarding the authorisation request to him in a different way from the above.

The stores having rear goods-loading corridor are obliged to carry out the carrying of goods in these corridors, without any contact with the common areas. Stores not having rear goods-loading corridors may also carry out their carrying of goods on the common areas between 6.00 a.m. to and 10.00 a.m. and from 9.00. p.m. until the closing of the House, minding the stone-coating. In the meantime in justified situations carrying of goods may only be carried out in the common areas in a way not hindering or endangering the physical health of visitors and the operation of the House. In such cases the carrying of goods may only be carried out in small amounts, in hands, without the use of carts, and the security service is entitled to check such carrying. The company transporting the goods shall possess liability insurance required for carrying out the activity!

The interlocutory unload between the goods-loading ramp and the store or temporary deposition is not allowed.

The goods-carrier shall mind that the weight of the carried goods or the rolled or other device used for the carrying does not damage the coatings or other installations. The goods-carrier and the target store shall be fully liable for the damages caused in the common property or the property of other users. The person doing the goods-carrying and the target store shall be liable for keeping the security technical prescriptions of the goods-carrying device used (e.g. loadability).

Movements of goods, especially the getting out of goods of large weight or great value may be checked and in justified situations hindered by the security service. A justified situation may be: the prevention of the distraction of coverage by the user having debts or those of thefts, and the express request of the owner of the store to this effect.

Carrying of goods – regardless of whether it falls under the opening- or closing-hours of the Shopping Centre – shall be signalled to the Operator by sending or handing over the filled form for the approval of the carrying of goods thereto at least 48 hours preceding the planned date of the transport. The Operator – if justified by the amount of the transportation of goods – may require obligatory guard service presence in the permit, the costs of which shall be advanced and borne by the applicant of it.

One copy of the permit is sent to the applicant by the Operator, and another copy is handed over to the general guarding and security service of the Shopping Centre.

Only rubber wheeled devices can be used for transporting goods – in order to preserve the flooring of the Shopping Centre.

## **16. SECURITY OF THE HOUSE**

### **16.1 Guard-protection and security**

**16.1.1 Security service:** The guard-protection of Westend is carried out by a contractor having the skills adequate for the size of tasks (hereinafter referred to as: security service) on the base of the separate agreement concluded by the Shopping Centre. The security service shall fulfil its task according to his relevant agreement and the present House Regulations.

Observance of the House Rules shall be enforced by the security service, and also to prepare documentation of the lack observance, based on which the operation management shall be entitled to impose sanctions.

**16.1.2 In the opening hours:** with their existence and activity, security guards shall cooperate in the provision of the conditions necessary for the calm operation of Westend and facilitate the undisturbed shopping and amusement of visitors and shoppers. In case within the opening hours for security reasons the individual stores ask for the help of the security guards, they are obliged to cooperate with the user of the shop and provide help. Within the opening hours the users of the stores shall be liable for the assets being in their stores.

**16.1.3 Beyond the opening hours:** For the common areas and those of the stores the security guards shall prevent unlawful acts and cases, in case of the supervening thereof take immediate action and notify the persons in charge. For the material damages deriving from acts done beyond the opening hours of Westend the security service shall only be liable in case such damages were demonstrably made during the shutdown of the Shopping Centre and from the clues of the act it can be found that the trespass was made with the violent opening of the closed store and the police has made a legally binding decision thereof.

#### **16.1.4 Extraordinary events:**

**16.1.4.1** In case any notification is submitted to the security service or to the operation bureau from a plaintiff or witness, the security service shall draw up minutes of the event. Following the investigation of the case (within 72 hours at the latest) the Head of Security of the Operator shall inform the plaintiff or witness on the actions taken, the actions to be taken or takeable by the plaintiff or witness.

**16.1.4.2** On the base of Act XL of 2008 on earth gas supply and Gov. decree no. 19/2009. (I.30.) on the execution thereof for the case of consumption restriction ordered by the system controller or earth gas crisis situation announced by the Government Westend Üzemeltetési Kft. prepares a "Gas-Havaria Action Plan", which shall enter into force following the notification of the users, together with all of its technical and action scope of duties thereof.

In his own competence the Operator is entitled and obliged to act in order to execute the restriction, during which the Operator shall take into consideration the following:

- the restriction should hinder the operation of the Shopping Centre at the minimal reasonably expectable level,
- the technical actions cannot endanger the security and operability of the gas network,
- the actions cannot endanger the personal and property safety,
- the necessary actions shall be taken until the initial date of the gas restriction determined officially,
- in case of the release of the restriction the actions necessary for the ordinary operation of the Shopping Centre shall be taken as soon as possible.

**16.1.4.3** In case of the full restriction (pause) of the gas service, the Operator only ensures the technical operation of the Shopping Centre to the reasonable and necessary extent. During the procedure the terms of clause 16.1.4.2 shall be applied according to the full restriction.

In case the pause of the gas service exceeds 8 (eight) complete calendar days, the Operator shall take all possible actions for the substitution of gas-supply with mixed eating, the extra costs of which shall be enforced during the settlement of the costs of operation.

**16.1.4.4** The Operator shall not be liable for any loss of suspension of activity, loss of profit, or any other damages caused to the proprietors and/or lessees by the laws mentioned in clause 16.1.4.2,

or the prevailing laws, consumption restrictions ordered by a system controller, the Energy Office or Governmental measures or gas service pauses.

**16.1.5 Notification obligation:** During the daily operation (commercial activity) the user or employee of every store is obliged to immediately report to the nearest security guard in case he observes an unattended object (e.g. parcel) in the store or any common area.

**16.1.6 Hygienic screening of visitors:** The security service is obliged to call upon leave the markedly raffish, hygienically unacceptably clothed and conditioned persons, the staying of which at the territory of Westend can raise indignation or fright in other persons, further the persons being drunken or in a dazed condition and being self- or public-dangerous, in case of the inefficiency of which, with the application of the proportional imperative manners to remove such person(s) from the territory of Westend, in compliance with the terms of Act CXXXIII. of 2005 on the rules of personal and asset protection and private investigation activities.

**16.1.7 Security screening of visitors, users and employees:** At the entrance of visitors to the territory of Westend or at the leave thereof, exclusively with adherence to the prevailing laws, in a justified situation, the security service is entitled to check the luggage of visitors, users and employees. Such check may only be carried out with due prudence, and cannot amount to the useless harassment of visitors, users and employees, the violence of the personal rights thereof.

In the common areas of the Shopping Centre exclusively the central security service is exclusively entitled to commence such activity, the execution of which in practice (control of packages, clothing) shall take place exclusively in the (detention) room designated for this purpose.

**16.1.8 Rowdysm:** In case of a rowdy behaviour, any offence or attempt or commission of crime, or suspicion of the same the security service of Westend is obliged to act (especially: the hindering of the leave of the offender until the arrival of the police, the escorting of the offender to the detention room the shortest way and the immediate notification of the authority or the Operator).

**16.2 Compulsory report on contact details:** The user of every store is obliged to report to the Operator that who should be notified by the Operator in case of extraordinary situation (e.g. fire, burglary, water pipe breakage etc.). The users shall notify the Operator on any changes of the details. In case of the failure of the giving of such information or that of reporting the changes the Operator may not be held liable for the additional damages. The Operator shall be obliged to inform the dispatcher of the security service of the Shopping Centre, of the person to be informed, designated by the user.

**16.3 Individual guard-protection:** At the conclusion of their property insurance the users shall take into consideration that the security service of Westend do not provide for the individual guard-protection of the stores. In case any user wishes to realize the individual guard-protection of his store, the practical activity of such service shall be in compliance with the activity of the security service of Westend. The users may receive the necessary information in connection with the individual guard-protection from the head of security. In case any user employs an individual guard-protection in his store, he is obliged to inform the head of security in writing thereof.

The security service of Westend is obliged to enforce the abovementioned prescriptions, and to call the offenders of such regulations upon the immediate cease of the forbidden activity or behavior, in case of ineffective call to remove such persons from the territory of Westend.

**16.4 Security / surveillance / camera system:**

On the area of the Shopping Centre the surveillance of the building parts, rooms and areas under common ownership is assisted by an electronical surveillance system built out with a closed circuit system technical solution (hereinafter: camera system), the professional operation of which is taken care of by the Operator, by a professional company meeting the requirements of Act 133 of 2005 /hereinafter: "operator of the camera system"/.

The purpose of the operation of the camera system is to assist to retain the personal and property security, prevention of acts of breach of law and evidence of the sample with recording, protection of property camera footage of the common area.

The legal regulation ensuring the possibility of using the camera system is:

- Art. 25 of Act 133 of 2003 on condominiums.

The legal basis of using the camera system:

Point f), Par. (1), Art. 6 of the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR") ("processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party").

(The camera system has not been installed in such locations, where the surveillance may offend human dignity, especially in changing rooms, lavatories.)

The operator of the camera system ensures that the personal data of private individuals (concerned persons) depicted in the recordings, recorded by the camera system shall at all times be protected from being disclosed to unauthorised persons.

The operator of the camera system is obliged to record protocol about the knowledge of footage recorded by the camera system, that has to contain the data required for identification, name of the authorized person and the reason and date of the knowledge of the data.

16.4.2 At the entrances of the Shopping Centre a pictogram directs the attention to the fact of the usage of the camera system, furthermore the text of Information on the usage of the camera system appears on the website of the Shopping Centre, and the printed text thereof is available to the Concerned persons at the inquiry counter: The Information shall notify the persons entering to and intending to stay at the area of the Shopping Centre about the information that is required based on the provisions relating to the personal data privacy, outlining specifically the fact of the application of the camera system, the right of those concerned, the operator and about its contacts.

The place of storing the camera footage: the multi-channel digital video recording system in the dispatch space located in the building of the Shopping Centre.

The storing duration of the footage recorded by the camera system: 15 days the recordings are deleted by the camera system (automatically), in a manner that those are no longer restorable.

16.4.3 Data management operations related to the application of camera system: the recording, storing, viewing, copying, forwarding, deletion and destroying of the pictures captured by the camera.

The exercise of all rights referred to in section 16.4.1. shall be facilitated by all concerned persons depicted in the recording, with the limitations defined therein.

The recordings recorded by the camera system shall be accessible exclusively by the operator of the camera system it shall be entitled to get acquainted with these exclusively in cases necessary for the enforcement of its obligations originating from contract, and indispensable for the prevention or interruption of acts in breach of law, and it shall forward the recordings to courts and offence and other authorities exclusively. The forwarding may take place exclusively in cases defined by law and following proper certification of the legal foundation of authorisation for data handling by the claimant of the recording. The recordings shall be deleted without delay following the forwarding thereof and the expiry of the 15-day deadline.

In the case of a rightful demand in accordance with the above for the forwarding of the recording the operator of the camera system may save the recording requested by court or authority dealing with administrative offences or other authority upon the instruction of the Operator, and hands over or forwards the same directly to the court or authority dealing with administrative offences or other authority requesting the recording, following receipt of the request for forwarding by the Operator, within the deadline prescribed by law. The Operator is obliged to enter the forwarding of the data into its registry used for this purpose. The recordings shall be deleted without delay following the forwarding thereof and the expiry of the 15-day deadline.

Should the operator of the camera surveillance system operator perform the request to prevent the erasure – which means the restriction – of the camera footage, but the person or body who requested the restriction does not apply for the footage that is the subject of the restriction within 180 days, then the operator of the camera surveillance system immediately destroys the footage in question after the deadline.

16.4.4 The operator of the camera system ensures proper data protection in the interest of the protection and safety of the picture recordings by interior regulations (definition of rules regarding data- and secrecy protection, information protection, access authorisations), operation of a technically up to date IT system, organisational and educational measures.

**16.5 First aid, life protection:** In the Westend the first aid place can be found on the storey level, behind 56 Ybl Miklós sétány, next to the office of the security service and the dispatcher centre. The first aid place operates in the prevailing opening hours of the House. Basically the staff of the first aid place provides first aid and professional care until the arrival of the ambulance, if called for when necessary.

**16.6 Order of money transport:** For the purpose of accidental offending acts the collection of money for transporting from the territory of Westend may only be carried out from the places appointed for this purpose by the Operator, money transporting vehicle cannot park at other places.

For all damages deriving from the breach of the legal regulations regarding the money transport the concerned user shall be liable

The regular value transport carried out by money-transporter subcontractor is covered by the money transport regulations qualified as business secret and formulating the appendix of the House regulations, which is made available to every relevant user by the Operator. The compliance with these regulations is compulsory in the agreements to be concluded with the employed money transporters.

The security service is entitled to hinder the activity of money transporters violating such prescriptions. For all moral and material damages deriving from the violence of the prescriptions the concerned user shall be liable. In case the commercial activity requires the organization of regular money transport activity, with this requirement the user shall contact the security director of the Operator for the purpose of ensuring the money transport regulations.

Money transporters breaching such prescriptions may be objected from the exercise of their activity by the security service, and the same may prepare documentation of this fact, based on which the operation management shall be entitled to impose sanctions.

## **16.7 Fire alarm plan**

All such stores – to which laws prescribe so - shall have an own fire alarm plan in compliance with the Fire Alarm Plan of Westend, the second copy of which shall be handed over to the Operator. In the case of omission of handover the Operator notifies in writing the user of the store to the fulfilment of the obligation of handover, and if the store does not comply with the notification, the Operator may exercise sanction in the amount as defined by Section 5.7 of the House Rules against the user of the store.

The Operator shall make the Fire Alarm Plan of Westend available to the users.

In case a fire starts up in the store, the user shall provide for the immediate closing of public works taps and immediately inform the Operator for the purpose of the closing of main taps.

Practical tasks for the case of observing fire:

- informing the security dispatcher: on phone numbers 238-7742, 238-7743, 238-7744
- informing the fire brigade on phone numbers 105, 112 (task of security dispatcher)
- the signalling of fire may be done in the following ways: automatic fire signal, manual fire signal, on phone to the dispatcher, in words to the nearest security guard
- in case of alarm the following information shall be given:
  - ♦ accurate place of fire, name and in-house address of the store, name and phone number of the
  - ♦ what is on fire
  - ♦ is human life or other in danger
  - ♦ what kind of harm is happening
  - ♦ the extent of fire
- open information to the visitors with the help of the loudspeaker
- in case the fire happens within the store area, electricity must be switched off, and gas tap, if there is one, must be closed immediately
- fire extinguishing and the saving of property is the obligation of every employee to the extent of his possibilities and without self- or public endangering

## **16.8 Evacuation plan for the case of threatening with public danger**

The Operator prepared a detailed Evacuation Plan with the effect to the whole Shopping Centre for the case if because of threatening with public danger the partial or complete evacuation of the facility becomes necessary for the purpose of personal and property protection.

The evacuation plan of Westend is safeguarded by the Operator, only the leaders in charge of the security of the facility are entitled and obliged to get acquainted with the full content thereof. The excerpt of the Evacuation Plan, that contains the information necessary and adequate for the effective evacuation of stores are made available to every user by the Operator. The users are obliged to get acquainted with the excerpt of the Evacuation Plan and get their employees working in the store to the same and always keep a copy thereof in the store.

The users being obliged to prepare an own evacuation plan by virtue of the nature of their activity or compulsory legal regulation or with regard to their own internal regulations are obliged to preliminarily conciliate it with the leader of the Operator in charge if its security in order that the harmony of the central and individual evacuation plan is ensured, and are obliged

to hand over a copy thereof to the security leader of the Operator. The Operator is entitled to demand the preparation of an own evacuation plan from every user where the nature of the activity pursued in the store and/or the size of the store, the number of the staff makes it especially necessary.

Basic tasks for the case of threatening with public danger:

In case of notification on phone the security dispatcher must be informed on phone numbers 238-7742, 238-7743, 238-7744. At the notification the accurate content of the notification and the cadence and speak style of the notifier must be delineated.

For the purpose of prevention the employee of the store areas shall not take any object or parcel from unknown persons, in case anyone finds an unattended object or parcel, he shall immediately report it to the security dispatcher or the nearest security guard.

## **16.9 Key Handling and Registration Regulations**

16.9.1 For the enhancement of the security of the Shopping Centre the Operator prepares Key Handling and Registration Regulations in which it shall be regulated in details, that which persons and under which conditions are entitled to use the keys for the entrances of the Shopping Centre with different functions. The Operator shall hand over the Regulations to every users.

16.9.2 On the base of the Regulations, every store user is obliged to give one so-called fire-key to the security leader of the Shopping Centre and indicate in writing the persons entitled to take the fire keys. The regulations stipulate the prescriptions for the requisition of the delivered and registered fire-keys in details. The fire-keys shall be handed down by the proprietors/lessees of the stores to the security leader. The fire-keys shall be placed in the security dispatcher rooms in 3 pcs. of fire-key cartridges. The keys for the storage rooms to be found in the stores shall be placed in a separate fire-key cartridge. The fire keys may be controlled by the security service on an annual basis as arranged with the user. The giving out of the fire-keys shall be registered by the security dispatcher in the fire-key give-out log. The fire-key may only be given out to the persons entitled to take it.

In the case of omission of the handover of fire keys all damages occurred as consequence of the lack of a fire key shall burden the user of the store in omission. In the case of omission of the handover the Operator notifies in writing the user of the store to the fulfilment of the obligation, and if the store does not comply with the notification, the Operator may exercise sanctions in the amount as defined in Section 5.7 of the House Rules against the user of the store.

## **17 TECHNICAL REGULATIONS**

### **17.1 Building**

#### **17.1.1 Store transformation**

For the construction of a new store or for the refurbishment of an existing store the store proprietor or the user of the store area shall ask for a written consent from the Operator's Office for Lessee Coordination. The filled request form shall be sent *via the Tenant's Portal*.

Handing in a plan documentation /architecture, electric and engineering discipline plans/, according to which the dedicated experts of Westend draw up the modification plans for the sprinkler and fire alarm system, which comply with

- the prevailing Hungarian standards ,
- the Westend „Lessees' Handbook”,



- the separate technical requirements relating to the construction of catering units.

Any kind of construction may only be carried out in possession of valid working permit, which the store proprietor shall ask for with at least 2 working days, in the case of a transformation affecting the smoke signalling or fire extinguishing system 10 working days prior to the starting of the works. The working permit and the form for the notification of flammable works shall be obtained at the operation office. In case the unloading of the sprinkler network is necessary during the works, a fee shall be paid to the Operator.

During the construction the Office for Lessee Coordination, the leader on duty acting on behalf of the Operator and the security service is entitled to control the works in work-safety and technical inspecting aspects as well. The new store area may only commence its activity on the base of the preliminary permission of Westend Üzemeltető Kft.

In the stores only standard machinery, electric or gas devices equipped with certificate attesting the suitability for the installation in Hungary or with documentation equal thereto may be installed.

Only suitably qualified and authorised contractors are allowed to carry out the construction of the shops, and the existence of these qualifications can be verified by the management during the construction.

#### **17.1.2 Transformation or extension of stores**

The authorization of building structure, façade design (portal) or interior decoration transformation is also the competence of the Office for Lessee Coordination, therefore the procedure is the same as stipulated in clause 17.1.1.

#### **17.1.3 Store delivery-reception**

The handover or giving back of the premises to the user of the store shall be carried out in the framework of delivery-reception procedure, in the attendance of the Operator.

During the procedure the parties ascertain in the Premises inventory the size, capacity, loadability of network connections, the type, condition and quantity of installed devices.

A delivery-reception minutes shall be recorded of the delivery-reception of the store, which shall be filled in by the person acting on behalf of the Operator in the attendance of the deliver or/receptor, have them signed with such person and give a copy to him.

With 48 hours prior to the completion of the transformation of any kind of stores, the Lessee is obliged to report it completed to the Office for Lessee Coordination, which checks it and grants the permission for the opening.

#### **17.1.4. Documents**

The list of the technical documents to be kept in the store area:

- Realisation plan
- Constructors' statements (general, and architect, mechanic, electric)
- Measure minutes (electric protection minutes, air technical tuning minutes, hydraulics /heating-cooling/ minutes).

### **17.2 Operation**

#### **17.2.1 Technical operation**

The Operator fulfils the following tasks relating the technical operation of Westend:

- a.) operation and maintenance of the building machinery system of common areas, such as the central provision of water, sewage, electricity, gas, operation of central heating-cooling installations, air-technical system, including the technical drainage of Food Court, not including the operation and maintenance of measured or unmeasured individual installations of the individual store areas attached to the abovementioned systems (see 17.2.2.)
- b.) operation and maintenance of central electric installations, lightning rod, transformer stations, power strips and substrips, switches
- c.) provision and maintenance of central security technical installations (fire signal, trespass signal, security lighting, fire extinguisher network, camera system)
- d.) studio and amplifier installations, closed-chain radio network
- e.) maintenance of the common parts of the building, indoor and outdoor
- f.) central garbage storage and operation and collection bins
- g.) operation and maintenance of common area escalators and elevators
- h.) operation and maintenance of gardening installations belonging to the common areas and direct environment of the building
- i.) operation of parking lots.

#### 17.2.1.1 **Operation features of Westend**

The central machines fulfil the following functions:

- airing
- heating
- cooling
- heavy current
- light current

For the operation of the technical installations Westend partly employs an own maintenance staff with proper skills, on the other hand employs subcontractors with proper reference on the base of separate agreements. The persons working on the base of such agreements do fulfil their task according to the respective agreements and the House regulations.

#### 17.2.2 **Stores**

The tasks defined in clause 17.2.1. only oblige the Operator until the terminal wall of the store, as the proprietor or user of the store is obliged to construct and ensure the public utility outlets and the terminal structures (except portal structure) necessary for the construction of the store. The maintenance of the individual installations and consumers of the store area is the task of the user of the room. The quality and frequency of the carry-out of such tasks is laid down in the respective Hungarian standards.

The users are obliged to carry out the periodical maintenance, check and control of the installations, the replacement of the parts, the renovation of the installations according to the manufacturers' prescriptions, and finally, after the reach of the extent of their safe use the replacement thereof. By virtue of the everyday operation and extreme wear of Westend in the case of all machinery, electric or gas installations, the use of which exceeds the average stress presumed by the manufacturers, for safety reasons the Operator may order the check and maintenance more frequently than prescribed, which shall be carried out by the users.

The conditions of free Wi-Fi provided at the shop areas: The users of the stores may provide free Wi-Fi service for the customers, only if they comply with the following provisions, in order to ensure the free "westendwifi" in appropriate quality at the common areas for the visitors of the Shopping Centre:

- the start of the service must be reported 15 days prior to the Operator, indicating the name of the network,
- the name of the network (SSID) cannot be confusable with the above-mentioned name of the service provided at the common areas, and it has to refer to the name or activity of the store, or other unique characteristic of it,
- the use of the bandwidth is limited at all frequencies, at a maximum of 20Mhz,
- the store's own Wi-Fi service is only allowed at the area of the store, outside the borderline of the store the Wi-Fi's signal strength does not exceed the value of -75 dBm (the service cannot extend as far as the common areas of the Shopping Centre),
- if the store's user activity ceases in the store, he must end the Wi-Fi service simultaneously.

The Operator is entitled to control the compliance with the above-mentioned provisions, and to apply the sanctions of section 8.6.23. of the House Rules – in case the user of the store does not fulfil the requirements of the wi-fi service despite the written notification -, if they are breached.

The users shall be obliged to provide temperature of 22C°+-4C° within the store *and shall have the heating and cooling equipment serviced at least every six months.*

*The Operator regularly monitors the temperature of the stores, during which the Operator inspects the following:*

- *the presence of a maintenance report no older than 6 months*
- *the functioning of the equipment's features*
- *the temperature of the premises*

*If it experiences that in a given store fan-coils are not used in opening hours, the Operator:*

- i.) by attaching the copy of the minutes drawn up from the control event, for the first time it notifies in writing the user of the store to the continuous operation of the fan-coil device in opening hours,
- ii.) if following the notification in accordance with the above the fan-coils are still not used, the operator shall be entitled to charge onto the user of the store the amount of the differential amount of the electricity invoice of the given store and the lump-sum cooling-heating fee (established on a m2 basis) applied in the subject month in the Shopping Centre, projected on the base area of the store, which the user shall be obliged to settle within a payment deadline of 8 days.

If the user does not fulfil this obligation, the owner of the store shall bear liability for the payment of the penalty, in lack of which the Operator shall be entitled to enforce such against the deposit paid by the owner, and to inform the owner of this – together with the notification to the replenishment of the deposit – in writing, and the owner shall be obliged to fulfil its payment obligation.

The Operator shall be obliged to use the full amount of the penalty collected as set forth in this section to the cooling and heating expenses of the common areas of the Shopping Centre.

The users of the store areas understand that they shall be liable for the damages arising from the non-performance of their operation and maintenance obligations, caused whether within the store area or to the central system.

On the base of these the Operator is entitled to check, and if necessary to sanction the activity as improper use.

The check especially covers the following:

- the use of the sewage network,

- the maintenance of the air treaters and their keeping in operable condition,
- door-treatment prescriptions,
- regular cleaning of the portal,
- cleaning of drain-umbels,
- maintenance of the electric system,
- the carry-out of the prescribed *electrical safety inspection*,
- maintenance of sliding and opening structures and grids,
- in catering stores: the building in and regular cleaning by the user of the filters, kitchen grease containers required for the black wash-up basins, cleaning of the kitchen exhaust system at least every half year, and of the sewage conduit at least every quarter year.
- professionalism and regularity of disposal of hazardous waste.

The users are obliged to keep the documents certifying the timely and professional carry-out of the abovementioned tasks and at the request of the Operator submit them to the Operator.

Such checks may cover the examination of the condition of the above mentioned systems and their coverage with agreements as well.

The maintenance staff designated for this and operating in the opening hours of Westend shall be available to the users based on specific contract, or case-by-case order form, in accordance with the following:

- a.) the maintainers carry out the troubleshooting with the notification of the technical dispatcher or the shift leader, with the certification of the time spent on the premises and the used materials on the worksheet in return for an invoice issued on the base of the prevailing overhead hourly fee and prime costs + 12 % material management cost (the overhead hourly fee shall be understood in a unit of HUF/hour/person).
- b.) the regular maintenance is an activity pursued on the base of an agreement concluded with the Operator and according to the conditions and contractor's fee stipulated therein.

The shops shall be obliged to ensure 2 (twice) a year the charge-free access of the shop areas to the Operator based on preliminary arrangements, for central maintenance purposes, outside opening hours (in the night). In all further cases within the calendar year the shop shall be obliged to ensure access outside opening hours for the purpose of carrying out central maintenance against reimbursement.

### **17.3 Energy management regulations**

The operation cost shall not include the fee of the water and sewage, electricity, heating-cooling energy and gas used by the user of the store area. At his own expense, the user of the store is obliged to install measuring equipment that measure the energy and other utility usage at his leasehold, furthermore, it is recommended to install official heating and cooling calorimeters above 50 m<sup>2</sup> useful floor area, installing such above 100 m<sup>2</sup> useful floor area is **mandatory** together with other systems (water-gauge, cabling, etc.) regarding the measuring. The detailed technical specifications regarding the measuring systems are contained in the Lessee's Handbook. Furthermore, the user of the store is obliged to operate the meters at his own expense, keeping it fully functional, and after the expiry of the authentication period they shall take care of the replacement themselves. The authentication period of the meters shall be considered according to annex 2 of the Government Decree 127/1991 (9 October). The current authentication period is 8 years for water meters, 4 years for heat meters. The effect of the authentication period for the meters may change according to the currently effective legal provisions.

Should the user of the store fail to perform the obligations above and should the user of the store, or its authorised operator, following the inspection of the meters and the measuring systems of the rental area, identify omissions or issues regarding the meters and the measuring systems of the rental area, the Operator shall send a one-time notice to the user of the store to restore the measuring system, or to resolve the issues.

The user of the store explicitly agrees that the meter reading shown by the meter on the day the issue was identified shall be compared by the Operator to the last verifiably authentic reading submitted, and should the readings indicate that the issue has persisted for a prolonged period of time, having provided proof of this, the energy provider shall have the right to use a flat rate settlement regarding the affected public utility set not only from the day of identification, but also retrospectively. The flat rate settlement shall remain in force until the user of the store can verifiably prove, with on-site inspection, that the measuring system is working as intended.

The user acknowledges that without the knowledge and prior consent of the Operator it is forbidden to modify or replace the consumption or load-limiters of the store area.

The Operator, following becoming aware thereof is entitled to charge penalty on the offenders of this prescription on the base of measured or calculated data.

## **18 WORKING**

**18.1** Every working activity in the territory and in surroundings of the House is subject to the prior written permission of the user (proprietor or lessee) of the concerned store and the Operator. A copy of the permission shall be kept on the premises of the working and that of the entrance and goods-movement as well.

The permission shall be asked for at the operation office with 2 (in case of works in connection with fire signal and fire-extinguisher works with 10) working days prior to the commencement of the working from the Operator *via the Tenant's Portal*.

In the case of night works (between 10pm – 6am) the permit shall be acquired at least 72 hours in advance, and furthermore if needed, security guard presence shall be requested from the Operator. In the case that the night works entail additional costs in excess of the costs of regular safeguard of the given area of the Shopping Centre (e.g. an entrance shall be left open, the number of workers exceeds 5), the requestor of the night works shall pay such to the Operator in advance.

Non-observance of the announcement deadlines – in addition to the subsequent payment of the fees – also entail fine by the Operator (House Rules 8.6.1)

**18.2** The modification of sprinkler, smoke and fire detector without conciliation is strictly forbidden, and may entail a fine and eventual closing. A special permission is needed for the carry-out of inflammable work. In case the unload of the sprinkler system is necessary, a fee is payable to the Operator prior to the unload, in case the unload is carried out for a reason on the side of the user. In such case the request also shall be submitted with 10 days prior to the projected works.

**18.3** The constructor shall be liable for all damages caused by him intentionally or out of neglect on the premises of the works, common areas or installations, or in an other store not affected by the works.

**18.4** The permission only entitles the enlisted workers to stay in the store areas or area being the premises of the works in the indicated time, and the load and unload from the entrance or parking area indicated in the permission to the premises on the shortest way, further to use the toilet being the nearest to the premises.

**18.5** At the determination of the time of works the followings shall be taken into consideration:

In the opening hours of the House works concerning common areas cannot be carried out. In such time only such works may be done within the store area that does not amount to loudness, dust, dirt or other factor disturbing the visitors, nearby stores. Transport of goods or equipment of great size or amount is also not allowed during opening hours in the common areas, only on the rear service corridors.

Loud works (drilling, cutting, polishing, hammering, graving etc.) is only allowed between 9.00 pm - 8.00 a.m.! From this such stores are except – and loud works are prohibited also in the night period in such stores - that are directly near the building of Hotel HILTON, or in which the carried-out night works disturb the night calmness of the visitors of the Hotel even without direct contact. In the case of stores adjacent to the building of Westend Office Building loud works are prohibited between 7 am and 7 pm on weekdays even in lack of a direct technical connection.

**18.6** In the event of vacation, the user of the shop shall be obliged to fit the shop portal with drywall covering at a distance of 60cm from the level of the portal – directly prior to the vacation, at his own cost – in such manner that covers the view into the shop.

The Operator conditions the permit to vacation to the construction of the drywall, or ordering of the same from the Operator.

In the case of works (modification, remodelling, refurbishment) exceeding a closing-period (between 22:00 – 6:00 o'clock), in the case that also works concerning the portal also arise, or the store has portal partially made of railing, during the works the store shall be covered at all times with gypsum wall coating in the interest of effective protection against noise and dust in a way that the working area cannot be seen. (The Operator approves the construction of the gypsum wall by a specific written confirmation, together with the handover of the appropriate construction technical description.) In case the coating is not proper the Operator is entitled to ask for an immediate replacement or replace the coating at the cost of the store. The costs of the construction of the gypsum wall shall in all cases be borne by the user of the store. (In the case of moving in or out, the costs of the coating shall burden the user of the store.)

On a case by case basis the Operator may also permit a white film covering in the case of a full-face closed glass shop portal, in the case that the user of the store has it carried out by an expert.

In the case that the store is used by a lessee, if it does not comply with the above mentioned obligations, those have to be performed in accordance with the above mentioned by the owner of the store.

At the entrance of the store the lessee is obliged to show in an aesthetic way, in both Hungarian and English the reason of the closing of the store and the expectable opening thereof, in case of opening a new store the expectable opening, the name and type of the store as well.

During the works and following the completion thereof the worker or the store user or lessee shall provide for the cleaning, with special regard to the common areas, corridors. In case the use of an own container is necessary, a permission shall be asked for on the form for this purpose for the placement of the container, to the premises approved by the Operator, with the payment of daily fee and deposit. The Operator have the container without permission or with an expired permission removed at the cost of the placer. The placer shall provide for the regular unload of

the container. In case of the failure of the cleaning the Operator himself provides for the cleaning at the cost of the user of the store having the building/transformation permit

**18.7** The colleagues of the Operator, the members of the security service are at any time entitled to check the keeping of the permitted conditions of working (premises and time of works, workers, machines, materials, transportation and movement routes etc.), in case of breach of any of them to suspend the works with immediate effect, in a justified situation to switch off the electricity supply. The Operator is entitled to charge a procedural fee for the intervention becoming necessary for the breach of the worker or because of his negligence. The sum of this may be up to HUF 15.000, from which amount in justified situations the Operator may diverge.

**18.8** The persons staying in the Shopping Centre on the commission of the users (e.g. transporters, employees etc.) shall be liable for all personal and material damages caused by them intentionally or out of neglect in the territory of the Shopping Centre.

**18.9.** The user of the store is obliged to ensure for the Shopping Centre's Operator, and for the professionals appointed by the Operator to access the store and to perform the necessary works in order to repair, maintain, refurbish the engineering, technical and mechanical equipment at the area of the store, but in the joint ownership of the Shopping Centre's co-owners – in case they cannot be approached without entering the store – on a date arranged by the user of the store.

Furthermore, the user of the store is obliged cooperate with the Operator of the Shopping Centre, and with the professionals appointed by the Operator in order to ensure the performance of the refurbishment works concerning the common area(s) of the Shopping Centre – regarding the execution of the Decision on the refurbishment accepted by the Shopping Centre Condominium General Assembly. In such cases, the Operator is obliged to notify the store's user in advance, in a reasonably expected time about the possible extent of the restriction of the normal operation of the store due to the refurbishment works concerning the common area(s), with defining the exact time period of the operation's restriction, the nature of the works to be performed around the store, the expected impacts and restrictions accompanying the work (including especially, but not exclusively: the temporary restriction of the energy supply, performing works involving noise and particulates, the temporary closure of the common areas from pedestrians), and – in case it becomes necessary – the measures and cooperation that are appropriate and / or can be expected from the user of the store. In every case the Operator of the Shopping Centre is obliged to take care of the organisation of the refurbishment works in a manner that the works may only restrict the operation of the store in a necessary, sufficient, and reasonable extent to have the relating General Assembly Decision be successfully executed.

The user of the store is obliged to tolerate the operating restrictions in connection to the refurbishment works considering the common area of the Shopping Centre and that are performed following the above-mentioned regulations, and he is not entitled to claim compensation against the Condominium, the Operator of the Shopping Centre, nor the Common Representative in connection to such.

## **19 CLEANNESS OF THE HOUSE**

### **19.1 General provisions**

The grooming of the whole area under the territorial effect of Westend the basic interest of the House. In the followings we collect the most important rules applicable in everyday life of the Cleaning and Garbage Treatment Regulations prepared by the Operator.

## **19.2 Obligation of the Operator**

19.2.1 The Operator is obliged to ensure the cleanness of the building of Westend, its commonly used areas, the parking area and the road network, and the roof-garden, according to the weather conditions, the operation and honour of Westend. For this the Operator avails himself to the work of a subcontractor.

19.2.2 The Operator shall ensure all conditions to the co-proprietors and lessees that enable the fulfilment of the cleaning and garbage-treatment tasks prescribed for the users by the prevailing public health legal regulations. The cleaner subcontractor handles the garbage-condensing containers placed at the ramps, in which the garbage of the house is disposed, and the regular transportation and disinfection thereof is also provided for by the cleaner subcontractor.

19.2.3 The Operator is obliged to have the Cleaning and Garbage-treatment Regulations kept, and to fine the persons breaching the regulations according to the House Regulations.

## **19.3 Cleaning order of the commonly used area of the Condominium**

19.3.1 The subcontractor employed by the Operator provides a continuous service during the opening hours of the House, with special regard to the mopping of the passages, unloading of the garbage bins, regular cleaning of the commonly used toilets, cleaning of the entrances, escalators/elevators, goods-loading corridors etc., which are the basic conditions of the operation of the House, the undisturbed course of the commercial activity and the visitors' traffic.

The subcontractor cleans the common areas of the House in the night with cleaning machines. The cleaning of the water blocks and cloakrooms provided by the Operator is also the task of the subcontractor.

19.3.2 The Operator – by way of the mandated cleaning service - pays special attention to the area of the Food Court, in which the permanent consumption the unloading and replacement of the garbage bins, the mopping of the stone coating, the disposal of the trays etc. is carried out in a continuous working order.

The Operator (and also the persons, sub-contractors acting based on mandate of the same) shall be entitled to perform control within the store spaces in relation with the restaurant trays used at the area of the Food Court, and to remove the unnecessarily hoarded up tray stock (also within opening hours) for the purpose of out-placement to the area of the Food Court.

## **19.4 Obligations of the users**

19.4.1 The users are obliged to keep the area of the store and its outer-inner portal surface in impeccable cleanness.

The clearing / cleaning works cannot disturb the commercial activity and/or the calmness of visitors.

The cleaning works of the portal must be performed outside the opening-hours period of the Shopping Centre, as they have to be finished by 8:00 a.m. at the latest.

The abovementioned rules are governing mutatis mutandis for every form of sales at common areas that are regulated in section 10 of the House Rules (settle-out, point-marketing), and for



the equipment, fixtures provisionally or permanently placed in the common area during the marketing.

19.4.2 The stores pursuing catering activity are obliged to clean the area of the permitted extension within and after the opening hours.

In the stores pursuing catering and food-marketing activity special care must be taken of the public health prescriptions regulating the pollution-free storing and preservation of the served and stored dishes and beverages.

To the area of the stores only the devices, objects and materials required for the proper working can be taken.

The goods-loading must be carried out in a way that the pollution of the loading way can be excluded.

It must be strained after that only properly prepared raw materials are taken into the stores. In case this cannot be ensured, then only such quantity of unprepared food may be loaded to the store, the preparation of which can be directly ensured following the loading. The longer open storage of unprepared foods is forbidden.

The devices, objects and materials not necessary for the daily operation of catering and commercial activity (e.g. food of quantity not equal to the daily consumption, disposable device necessary for serving, personal objects, documentation, etc.) can only be stored closed.

After the daily closing in the store only such food may be stored the closed storage can be ensured and unavailable to pests. After the daily closings food rubbish can in no way be stored in the store.

Special attention shall be paid to the cleaning activity preventing the proliferation of insects and rodents to the extent and at the regularity, so that the store is in a blotless hygienic and aesthetical state at all times.

The Operator shall be entitled to check the hygiene state of the catering stores without prior notice during the store's opening hours, in a manner not hindering the daily operation of the store.

19.4.3 The storing of goods, garbage or wrapping in the goods-loading corridor is forbidden. The Operator handles the stock, waste, packing found during the cleaning on the stock refill corridor as waste, at the cost and risk of the user of the shop, because of the provisions of the House Rules and the prescriptions of OTSZ.

The collected garbage may only be placed into the containers, which are to be placed on the loading corridor ramps, in garbage/trash-collector bags. Scrapings or other liquid garbage cannot be placed into the garbage containers without separate packaging.

19.4.4 The disposal of every kind of pollution relating to the transformation, renovation, technical maintenance of the stores is the task of the store, or the subcontractor pursuing work there. During such kind of works no pollution, waste can get on the common area. It is forbidden to fill any solid waste, debris into the water closet. In the case of violation of the above, the security service documents (takes photographs and records minutes) of the infringement of rules, and notifies the workers for the reinstatement of proper state. If the constructor does not comply with the notification, the Operator carries out the required cleaning and reinstatement, and the costs of this certified by invoices shall be borne by the one, to whom the working permit had been issued preceding the commencement of the given works.

## **19.5 Sanctioning of the breach of the Cleaning and Garbage Treatment Regulations**

The users of Westend shall pay penalty to the Operator for the recurrent violation of the Cleaning and Garbage Treatment Regulations, the extent of which is the ordinary marketing cost, i.e. a HUF amount equal to 3.9. EUR/m<sup>2</sup>. In an extreme case the Operator is entitled to sanction the activity endangering the physical health of visitors and the honour of Westend with the temporary closing of the store area, for which period the proprietor or lessee of the premises cannot raise any claim for damages.

## **19.6 Garbage treatment**

### **19.6.1 Obligation of the operator**

According to authority prescriptions, Westend realizes a selective garbage collection. By virtue of this, the Operator is obliged to formulate the conditions of selective garbage collection, and to provide for the disposal of garbage collected from the common areas after being transported to the collecting place.

### **19.6.2 Obligations of the users**

Every user is obliged to transport the garbage collected in his store to a collecting place designated for this purpose. It is forbidden to place the garbage into the collecting bins placed in the commercial and amusement areas for the garbage of visitors or leave it in front of the goods-lift or in the goods-loading corridor collected into sacks or boxes. The users shall pay special attention to that during the garbage-transportation to the garbage-collecting places neither garbage pieces, nor hints referring to garbage can arise or be left in the goods-loading corridors or in common areas.

Every user is obliged to keep the authority prescriptions relating to garbage treatment and transportation. The users are obliged to treat the garbage in compliance with the terms of the formulated selective garbage collection order and the relating regulations.

### **19.6.3 Selective garbage collection**

#### **19.6.3.1 Scope of the garbage to be treated**

In the commercial and service-providing units of Westend (stores) the garbage arisen during the operation shall be collected selectively and be transported by the staff of the stores, primarily within the opening hours, to the central garbage collectors and compressors of the building group.

#### **Placement of the garbage collectors:**

Garbage collectors of catering units: ramp no. IV

- communal garbage compressor
- paper compressor

Foodstuff trade (SPAR): ramp no. I

Manufactured goods trade units: ramps no. II. and III.

Communal garbage and paper shall be placed in the gorge of the respective compressing container. The compressor device may only be handled by the employer in charge of the contractor. Paper cannot be mixed to organic garbage. Correspondingly other material, including PVC foil and polystyrene cannot be mixed to paper garbage.

At the catering units the cooking oil used for cooking and to be replaced shall be collected in a separate vessel by the users. The agreement ensuring the disposal and the parcel bill certifying the disposal shall be on request submitted to the Operator. It is forbidden to pour the used into the sink, toilet, floor-sinkhole or gutter placed outside the building, i.e. to dispose into the sewer pipe and the gutter network. It is forbidden to pour the used cooking-oil into the garbage containers!

Within the selective garbage collection:

- communal garbage
- paper
- “pet” bottles
- organic garbage (scrapings, fruit, etc.)
- hazardous waste (dry cells, knob batteries)
- zoolite hazardous waste (bone, skin, etc.)
- used cooking-oil

shall be collected separately, and, with the exception of zoolite hazardous waste and used cooking-oil, transported to the garbage containers.

**The organised disposal of the selectively collected hazardous waste from the Shopping Centre shall be provided for by the Operator.**

During the transportation of the garbage on the appointed routes of Westend the public-health prescriptions shall be strictly kept. The contractors pursuing temporary or occasional maintenance or renovation works shall not place the industrial waste arisen during their work to the garbage collecting places being in the territory of Westend!

#### 19.6.3.2. **Treatment of the certain types of garbage**

Communal garbages

Most of the communal garbage is produced at the Food Court from the amount of used cutlery, plates, glasses. These are collected into closed collecting-containers, plastic sacks, from where they get to the collecting-containers placed in the service corridors. The disposal of the communal garbage from the garbage compressor is carried out by the specialist contractor on the base of an agreement, in a way prescribed by special authorities.

Selective garbages

The paper garbage mostly comprises of the large amount of the boxes of the stores, which is transported to the paper compressor of ramp no. II. The disposal from this place is carried out by the entitled subcontractor on the base of an agreement.

#### Hazardous waste

The used cooking-oil arisen in the catering units is collected in the territory of the units on the base of the agreement concluded with the contractor having permission, according to special authority prescriptions, closed, marked vessel handled by them. Their transportation is carried out directly from the territory of the units. According to the agreements concluded with the transporters the cleanness conditions prescribed for such transporting carts is ensured by these companies.

In the catering units a grease container shall be obligatory for all such appliances which are connected to the common conduit network of the building. Such equipment shall be operated in accordance with the maintenance instructions issued by the Common Representative, and a protocol shall be drawn up regarding the cleaning.

### Zoolite garbages

Zoolite or food garbage of any other material can only be disposed from the stores without the opening hours, following the closing. The garbage deriving from the zoolite foods during the operation can only be transported and eliminated by the person entitled to it.

From the hazardous wastes the garbage of zoolite food-material can be disposed by the specialist company which ensures the professional usage thereof.

The professional storage of the zoolite hazardous waste until the disposal is provided for by the stores themselves, after the closing the specialist company issues a receipt of the received amount of the garbage to the catering unit. The receipt shall be kept in the store area.

#### **19.6.4 Usage of garbage transportation routes and containing rooms**

For the purpose of garbage transportation the users may use the areas of their stores before or after the opening hours, or on demand, and they may use for the same purpose the commonly used commercial areas of Westend in the period appointed for goods-loading. The collected, full-of-garbage sacks can only be transported to the nearest compressor through the service corridor.

For the collection of the communal garbage getting out of the restaurant part, all stores may use the communal waste collector that is placed on the closest ramp to them. By this, the cleanness of the corridor can also be protected. The vessel used for the collection of garbage and rubbish shall be disinfected in a separate room following the unload.

#### **19.7 Insect and rodent clearing order of the Condominium**

The full-scale insect and rodent clearing tasks of the building are fulfilled by the specialist company winning the tender of Westend for this topic, which contains the differentiated techniques, the clearing modifications according to the profile division and its costs.

For the preservation of the cleanness and hygienic order of the Shopping Centre every user is obliged to provide for the cleaning and garbage-treatment in a way that it do not facilitate the occurrence of insects and rodents. Both the Operator and the user may carry out the clearing with the use of pesticides being completely unhazardous for the activity pursued in the respective store area, the staff and the visitors, and being in compliance with the prevailing authority prescriptions.

The detailed rules of protection against pests are contained by the Decree no. 18/1998. (VI.3.) of the Secretary of State of National Finances, on the epidemiological measures required for the purpose of preventing epidemics.

All users shall be obliged to cooperate with the Operator, and to enhance the activity thereof in the interest of carrying out effective pesticide.

In the case that the competent authority imposes a fine onto the Operator due to non-compliance with the tasks relating to insect and pest clearing, but the breach of regulations has taken place as actionable against any of the stores, the Operator shall be entitled to recharge the amount of the fine onto the user of the tortfeasor store, which user shall be obliged to reimburse the amount of the fine without delay, in the amount indicated in the decision of authority, attached to the notification.

In the case that the user does not fulfil this obligation, the owner of the store shall be obliged to stand liable for the payment of the fine, in the case of the omission of which the Operator shall be entitled to enforce such against the deposit paid by the owner, and inform the owner of this

- together with notification for replenishment of the deposit – in writing, and the owner shall be obliged to fulfil its payment obligation.

#### **19.7.1 On common areas**

The Operator is obliged to organize four times a year, in times preliminarily appointed with users an insect and rodent clearing covering the full area of Westend. The carry-out of the clearing shall be certified by the users to the Operator in writing.

Beyond this the Operator shall assess the necessity of further insect and rodent clearing, in justified situations have the clearing carried out and check the effectiveness thereof. In the above cases the Operator shall cover the expenses of the clearing from the operation costs.

In case it one of the common areas the proliferation of the pests is actionable against one or some stores, the costs of the clearing carried out because of this shall be charged on the users of such store(s).

The specialist company is obliged to carry out the pest clearing in every room of the building, covering every selling and storage room of every store. The insect and rodent clearing of the catering units shall be carried out according to the special nature of the area.

#### **19.7.2 In the stores**

In case in the area of a catering store further insect and rodent clearing is necessary beyond the four clearings organized by the Operator yearly, the user of the store is obliged to immediately report it on phone to the dispatcher service (238-77-42 or 06-20-369-88-65).

In case the Operator observes that an activity pursued in a store may lead to the proliferation of insects or rodents, it calls the user of the store to fulfil his above obligation without delay.

In case the notification remains ineffective within five days, the Operator provides for the carry-out of all activities necessary for the execution of the protection against pests (tidying, cleaning, pest clearing) at the cost of the user of the respective store, in a preliminarily appointed time.

The user of the store is obliged to cooperate in the execution of clearing (to prepare the premises for the appointed time and make it available, ensure the attendance of his staff in the necessary number, to preserve the devices placed for monitoring or used for clearing in their original condition, to keep the orders given by the contractor of the insect clearing level, and sign the certificate of the execution of the clearing and keep a copy in the store). In case the user of any store, in the face of the above, hinders the protection against pests, the Operator is entitled to have all tasks related to clearing carried out in the store. The extra costs arisen because of this (including the costs of the new clearings in the nearby stores incidentally being necessary shall be borne by the hindering user.

In the case that the user does not fulfil this obligation, the owner of the store shall stand liable for the payment of the surplus expenses, in the case of omission of which the Operator shall be entitled to enforce that against the amount of the deposit paid by the owner, and inform the owner of this fact – together with notification for the replenishment of the deposit – in writing, and the owner shall be obliged to fulfil its payment obligation.

English translation of the present House Rules is prepared, but in case of any contradiction between the Hungarian and English versions occurs, the Hungarian version shall govern.