

## STANDARD TERMS AND CONDITIONS OF THE SERVICE CONTRACT

The Bluespace Group, without prejudice to any other activities that it may undertake either now or in the future, either on its own or through subsidiaries or investee companies, is currently engaged in the commercial use of spaces in general, and in particular storage rooms and mini-warehouses in any of the cities where it operates. The company's end users include individuals and companies who need space. The use of the services or the contracting of products or services provided by Bluespace imply the acceptance of the following general conditions.

### 1. Acceptance and availability of the Standard Contracting Terms

By accepting the terms of this contract, you hereby declare:

- That you are of legal age (or sufficiently represented in the case of legal persons) and have the capacity to contract and be bound thereby;
- that you have read and accept these general terms and conditions in their entirety. These TERMS AND CONDITIONS govern the legal relationship arising from the contracting processes between users-CLIENTS (hereinafter, the CLIENT) and BLUESPACE. The CLIENTS accept the General Conditions from the moment they use or contract the service or acquire any product from BLUESPACE. This document may be printed and stored by CLIENTS. BLUESPACE has a hotline (900 251 900) that can be used by CLIENTS to request any further information about the Standard Terms and Conditions.

### 2. Applicable regulations

These General Conditions are subject to what is set forth in Law 7/1998, dated 13 April, concerning General Contracting Conditions, Royal Legislative Decree 1/2007, dated 16 November, approving the Consolidated Text of the General Law for the Defence of Consumers and Users and other complementary laws, organic Law 3/2018, dated 5 December, concerning the Protection of Personal Data and guarantee of digital rights, Law 7/1996, dated 15 January, concerning the Regulation of Retail Trade, Law 44/2006, dated 29 December, for the improvement of the protection of Consumers and Users, Royal Legislative Decree 1/2007, dated 16 November, approving the amended text of the General Law for the Defence of Consumers and Users and other complementary laws and the Commercial Code and Civil Code.

It is understood that these Standard Terms and Conditions are commercial in nature and thereby result in a "sui generis", atypical and innominate relationship for the provision of services. Under no circumstances may this contract be considered a deposit or any other figure on the basis of which analogies may be drawn.

### 3. Purpose of the contract

The purpose of this contract is the provision to the CLIENT of a physically delimited space called a module, storage room or box for a specific period of time, in exchange for a preset price and under the other conditions set forth in this contract. The contract may also cover the provision of a parking space or the rental of a physically delimited space for office use.

#### A) USE

The CLIENT, by means of this contract, and provided that the agreed economic conditions are met, is provided with a space, the characteristics of which shall be specified in the Particular Conditions, from among those offered, the main purpose of which is the storage of various movable goods, provided that they are not expressly prohibited in these General Conditions.

The CLIENT will have access to the particular keys (either in physical or electronic form based on personalised codes) to the module contracted and will therefore be responsible for their use and safekeeping.

The CLIENT is responsible for handling, storing and keeping the goods he wishes to store in the module contracted, and so BLUESPACE is hereby exonerated from any type of responsibility deriving from the insertion and removal of such personal property and from any damage to the property that may be caused, both to that of BLUESPACE and to that of third parties, unless there has been fraud, fault or negligence by BLUESPACE.

The CLIENT is responsible for the ownership of the goods that he/she stores, so BLUESPACE will not be held responsible in this regard. The CLIENT will bear the expense of any repair and cleaning costs relating to the module and the freely accessible common areas of BLUESPACE, if they are in any way damaged or left dirty and untidy.

BLUESPACE reserves the right to change the location of the module contracted by the Client, for justified and urgent reasons.

The transfer of the goods will be carried out by the CLIENT, unless, due to urgent necessity and just cause, BLUESPACE is not able to notify the CLIENT of this circumstance with sufficient notice, in which case it will be entitled to do so directly.

#### B) ACCESS

The CLIENT will have access to the module contracted during the times determined by BLUESPACE.

The CLIENT will be allowed to freely access the common areas and any area determined by BLUESPACE.

The CLIENT may access the module contracted: **1)** by himself/herself; **2)** by means of a person expressly authorised by him/her (in which case he/she will have to inform BLUESPACE in writing by any means, including telematic, with at least ONE calendar day's notice, of the full name and ID of the authorised person); **3)** together with those persons who physically accompany the CLIENT (assistants).

BLUESPACE reserves the right to ask the CLIENT or any person authorised by him to show their identification.

BLUESPACE may only access the modules without the consent of the CLIENT in an emergency.

The CLIENT must return any material provided by BLUESPACE for loading and unloading operations in the same state in which it was received. Such return shall take place immediately after said operations have finished. CLIENTS may not store such material in any case inside the module. If the CLIENT fails to fulfil this obligation, BLUESPACE may impose a penalty equal to the price of the equipment supplied (incl. VAT). For information purposes, at the current date the purchase price (before VAT) of a trolley is TWO HUNDRED AND SIXTY SEVEN EUROS AND FORTY SIX CENTS (€ 267.46) and that of a hand pallet truck is FOUR HUNDRED AND TWENTY FIVE EUROS (€ 425.00).

#### C) EVACUATION

At the end of the contractual relationship, the CLIENT shall leave the module contracted free, empty, unobstructed and at the disposal of BLUESPACE, within a maximum period of fifteen (15) calendar days.

The goods must be removed by the CLIENT in a manner that does not cause damage to the module or to the common areas of the Centre. If the goods are not removed from the module contracted by the CLIENT in due time and form, BLUESPACE reserves the right to access the module.

In addition, the CLIENT authorises BLUESPACE to

(i) Sell the goods to third parties, either directly or by contracting a specialised company. The income obtained from said sale will be used, firstly, to cover the expenses incurred by BLUESPACE in the collection and cleaning of the storage room and the sale of the goods; subsequently, to cover the CLIENT's outstanding debts with BLUESPACE by virtue of this contract; and, finally, if there is any remaining balance, this will be made available to the CLIENT, with no interest.

(ii) Deliver the goods to any non-profit organisation or social interest entity (e.g. NGOs) of BLUESPACE's choice, which may use said goods in any capacity they deem appropriate.

If the goods are offered to at least two (2) entities with the characteristics described in point (ii) and none of them accept them, or if the sale of the goods is decided in accordance with point (i) and BLUESPACE does not manage to sell them, the CLIENT hereby authorises BLUESPACE to do with them as it deems appropriate, including destruction or transfer to a landfill, at the expense of the CLIENT, who waives the right to claim that the use given to the goods

be accredited to him.

In any event, BLUEPACE may pass on to the CLIENT the cost of the removal, cleaning and sale, destruction or transfer of the goods, which will be a minimum of three hundred Euros (€300); this cost may be increased depending on the volume and items abandoned by the CLIENT. The unit must be emptied within FIFTEEN [15] calendar days of the date on which the contract termination is notified or alternatively, by the final day specified for the removal of all property from the module. The foregoing is without prejudice to what is set forth in Clause Seven pertaining to the removal of property following a termination for breach of contract.

#### **D) ABSOLUTE PROHIBITIONS FOR THE CLIENT**

##### **1. Storage:**

- Trade goods prohibited by the Laws and Regulations (stagnant goods, stolen goods or goods coming from any unlawful act against private property);
- Chemicals, gases, explosives, toxic or flammable products;
- Animals, whether dead or alive;
- Any perishable and semi-perishable products with the exception of canned and non-perishable goods

##### **2. Other uses:** It is formally forbidden to use the module for any of the purposes listed below, on a permanent, occasional or isolated basis:

- As a house or residence,
  - As a registered address or an address for tax purposes,
  - As an address for service of notices.
- BLUESPACE will refuse to accept any notification or correspondence in this regard.

##### **3. Assignment of the Contract to third parties.**

##### **4. Likewise, the Customer is expressly prohibited from accessing any Bluespace centres with caps, hats, balaclavas or other elements that prevent identification, which may lead to the automatic termination of the contract by BLUESPACE.**

#### **E) RELATIVE PROHIBITIONS FOR THE CLIENT**

It is forbidden to use the module to store any high-value property such as jewellery, money, precious stones, securities, shares or bonds, art objects listed on the art market, priceless artefacts or any other object of a similar status, etc.

In any case, the CLIENT exonerates BLUESPACE and the insurance company from any liability deriving from any incident, claim or controversy that may arise due to the storage of this type of goods and therefore waives any claim deriving therefrom. Depositing such goods is done at the at the CLIENT's own risk, unless there is fraud, fault or negligence by BLUESPACE.

The contracting of the insurance provided by BLUESPACE is compulsory with the contracting of the service and its amount is not included in the price of the module or box.

The insurance policy will be compulsorily contracted with BLUESPACE for the entire duration of the contract, after prior assessment and approval of the risk by BLUESPACE, to cover the possible contingencies that may arise for persons and objects, including the property. This obligation to take out insurance shall not limit the CLIENT's liability for damage caused by its fault or negligence.

#### **F) OTHER SERVICES**

At the CLIENT'S request, and as established in the Special Terms and Conditions, BLUESPACE may provide the services below, either directly or through third parties:

- Open spaces: rental of open space with no physical delimitation, for the storage of property under the same conditions as those stipulated herein, on the premises of the BLUESPACE Centres which provide this facility.
- Removal service.

##### **4. Deposit.** - Bluespace may request the **Client**, before taking possession of the Storage Room, to pay, as a deposit or security deposit, the amount defined in the Special Conditions of this contract

for the purpose of responding for damages that may be caused in the Storage Room, its architectural elements, services, facilities, and/or locks or locking elements, or in the facilities of the Centre as well as to other Clients or their belongings. Nevertheless, the purpose of the deposit is to ensure compliance with all the obligations accepted by the Client.

At the end of the Contract, the amount of the deposit will be returned to the Client, if it has been paid in advance, after checking the state of the Storage Room and provided that there are no liabilities for which the Client is responsible. If there are any outstanding liabilities, the amount thereof will be deducted from the deposit. From the remainder in favour of the Client, a fixed amount of Administration Management Expenses will also be deducted at the time of return, which will be defined in the Special Conditions of the Contract.

#### **5. Duration of the contract**

This contract will have an initial duration of ONE MONTH, with a minimum duration of 15 days for storerooms of less than 20m<sup>2</sup> and 30 days for storerooms of more than 20m<sup>2</sup>, without prejudice to the fact that in the Special Conditions a longer term may be agreed upon. The contract will be extended tacitly for successive periods of ONE MONTH until the expiry of the initial period or successive extensions. However, either party may waive the extension of the contract insofar as they expressly inform the other in writing at least FIFTEEN (15) calendar days in advance of the end of the initial period or the extension underway, for units measuring less than 20 m<sup>2</sup>, and THIRTY (30) calendar days for units measuring more than 20 m<sup>2</sup>. The tacit extension will not come into effect if the CLIENT is behind with the payment of fees or is in breach of any other obligations, financial or otherwise, contracted with BLUESPACE.

The CLIENT understands and expressly accepts that failure to give prior notice of his desire not to extend the Contract, in due time and form, implies the automatic extension for a new period of ONE additional MONTH, with the inherent effects, especially the payment of the corresponding price.

#### **6. Price, invoicing and payment method**

The service price will be specified in the Special Terms and Conditions by reference to the type, size and location of the module requested and will be payable in advance on the first day of the initial period and each extension.

BLUESPACE will issue the CLIENT with a MONTHLY invoice, coinciding with the beginning of the initial period and that of each of the extensions. Said invoice will include the price of the service determined in the Special Conditions, as well as all other complementary services that may have been contracted and the charges incurred by the CLIENT. The resulting amount is subject to VAT or equivalent tax in lieu thereof. The invoice will be payable upon presentation.

Nonetheless, the CLIENT understands and agrees that:

- (i) in any case, and in accordance with the minimum term established in the first paragraph of Clause Five, the minimum billing period will always be FIFTEEN (15) calendar days; and
- (ii) even if the CLIENT pays more than one installment in advance, this shall not imply that the contract duration is equivalent to the number of installments paid, as the contract shall always be considered to have a monthly nature, except in cases where the specific conditions state otherwise.

In such case, should the CLIENT terminate the contract early in accordance with the provisions set forth in these General Terms and Conditions, Bluespace shall refund any advance payments made for services not provided.

Every invoice will preferably be paid by credit card or direct debit arranged with the bank designated by the CLIENT. If the direct debit is returned, the card is charged or the payment is delayed by FIVE (5) or more calendar days, the CLIENT will be liable for damages and expenses and fees incurred by BLUESPACE in recovery procedures. If the CLIENT does not settle the payment within SEVEN (7) calendar days of the payment request issued by BLUESPACE, the contract will be automatically terminated, whereupon the module must be

cleared within a maximum period of SEVEN (7) calendar days from the date on which the request is received, notwithstanding any proceedings that BLUESPACE may institute against the CLIENT in relation to the outstanding amount. In case of failure to vacate, what is set forth in **Condition Seven** shall apply. In any case, BLUESPACE will block the personal access codes (PIN) to the centre, as well as access to the CLIENT's unit.

Without prejudice to the foregoing, the Client shall in any case be entitled to access his personal belongings that he has put in the storage room under the contract signed, for which purpose he should contact the Centre.

The contractual rate may be reviewed by BLUESPACE at the end of each natural six-month period of the CLIENT's contract, in order to adjust it based on improvements made to the facility (in terms of security, sustainability, etc.), market conditions, and changes in the actual cost of service provision. However, such a fee adjustment may not exceed 30% of the contractual rate applicable to each CLIENT at the time of the review.

To take effect, BLUESPACE shall send the CLIENT a written notice of the new rates and the effective date thereof at least twenty-five (25) calendar days in advance, either by postal mail to the notification address provided by the CLIENT, or by email.

If the CLIENT does not agree with the new rates, they must inform BLUESPACE of their disagreement before the effective date. In such case, the same notice shall serve as a declaration of intent not to renew the contract, subject in all cases to the minimum notice periods established in Clause 7 below.

If the CLIENT pays the next direct debit charge (invoice) for the following period, it shall be understood, for all purposes, that they have accepted the fee adjustment and consented to the change in the contract price.

The payment covers the period contracted, and so the CLIENT shall be entitled to a proportional refund of the instalment paid, in case of early termination of the contract, and to the return of possession on a date prior to the end of the period paid, provided that the period of notice referred to in the Fifth and Seventh Conditions has been complied with. To this end, the contract will not be deemed to be terminated until the entire formal notice period has elapsed.

The CLIENT and BLUESPACE agree that the termination of the contract due to expiry of the agreed term will not give rise to any type of compensation for either of the parties, except for any settlement of accounts that may be necessary.

If the CLIENT fails to fulfil any of the financial obligations arising under the service provided by BLUESPACE, his data may be disclosed and added to a file managed by the Spanish Self Storage Association relating to breaches of financial obligations. Additionally, BLUESPACE shall be entitled to check and judge the financial solvency of the CLIENT by requesting information regarding the credit history and risk positions of the CLIENT from the corresponding bodies and/or the Spanish Self Storage Association.

#### **6.1 Credit card collection authorisation**

If the payment method used is through a bank card, the Client AUTHORISES BLUESPACE to manage all the payments corresponding to the service contract signed by means of card collection, all in accordance with Royal Decree-Law 19/2018, dated 23 November, concerning payment services and other urgent measures in financial matters. You are hereby informed that BLUESPACE uses a collection process based on a secure IT system which encrypts your credit card number.

BLUESPACE will not keep or be able to access your bank details; it will only manage the payment order by credit card, with the bank.

The method of payment of the services contracted by the CLIENT will by default be the one initially designated by the CLIENT, unless there is a written notification to the contrary in favour of BLUESPACE.

#### **7. Termination of the contract**

##### **(A) TERMINATION OF THE CONTRACT / EARLY RESCISSION:**

The parties may terminate this contract in advance, provided that they give express written notice to the other party at least FIFTEEN (15) calendar days prior to the end of the initial period or the extension in progress for units of less than 20m<sup>2</sup> and THIRTY (30) calendar days for units of more than 20m<sup>2</sup>, except in the case of contracts with an initial duration of less than THIRTY (30) days, in which case notice given TEN (10) days prior to the end of the initial

duration period shall be sufficient, under the terms set forth below. At the end of the contract, the CLIENT shall sign the contract termination document and the balance and settlement provided by BLUESPACE (calculated up to and including the day of signing the document) as well as proceeding to the total emptying of the module contracted.

In any case, if on the day set by the CLIENT the unit is not fully and effectively vacated, with the corresponding signing of the termination document, the notice given shall cease to have effect and shall be deemed not to have been given, with all the effects inherent thereto.

The CUSTOMER shall pay a penalty on account of any absence of notice or non-compliant notice. This penalty will consist of the payment of every day to which the notice does not relate.

The termination of the contract due to expiry of the agreed term shall not give rise to any type of compensation for either of the parties, without prejudice to any compensation for damages that may be applicable in case of termination of the contract due to non-fulfilment, in the terms expressed in the following section.

##### **(B) NON-COMPLIANCE WITH THE OBLIGATION TO PAY THE PRICE:**

In relation to what is set forth in Condition Six, in case of non-payment, delay or return of the direct debit bill, and if the CLIENT does not regularise this situation within a maximum period of SEVEN calendar days following BLUESPACE's request for payment, the contract will be automatically terminated, and the CLIENT shall completely vacate the module within a maximum period of SEVEN (7) calendar days from the date of receipt of the request, without prejudice to any actions that BLUESPACE may exercise against the CLIENT for the amount owed, which may be increased by the penalties for non-payment agreed in the Special Conditions signed by the Client.

In any event, BLUESPACE reserves the right to restrict access to the Centre and storage room after the first default incident. Notwithstanding the foregoing, the CLIENT will retain his right to access the storage room and the property stored therein; hence BLUESPACE will provide access as and when requested by the CLIENT. Once the contract has been terminated, for whatever reason, the CLIENT shall completely vacate the module contracted within a maximum period of SEVEN (7) calendar days from the date of receipt of the payment request or notice of termination of the contract.

#### **8. Privacy and Personal Data Protection**

**A)** In accordance with the current regulations on Personal Data Protection GDPR (EU) 2016/679, dated 27 April 2016, BLUESPACE hereby informs the CLIENT that the personal data provided for the conclusion of this contract will be incorporated, after obtaining an explicit consent, into a file owned by BLUESPACE with the aim of maintaining the existing commercial relationship and to send commercial information about the services related to the provision of storage rooms and furniture storage offered by BLUESPACE.

BLUESPACE guarantees the confidentiality of the information to which it may have access from this contract, an obligation that will be extended to its employees and collaborators. This non-disclosure undertaking will remain in force even when the provision of services has come to an end.

The CLIENT may exercise his rights of access, rectification, cancellation and objection to the processing of his personal data, or any other inherent right in accordance with the aforementioned regulations, in accordance with what is set forth in current data protection regulations, by notifying the Legal Department located at Ctra. Real 141-143, 5a Planta – 08960 – Sant Just Desvern.

**B)** Pursuant to what is set forth in Article 22 of Act 34/2002, dated 11 July, concerning Information Society Services and Electronic Commerce (LSSI), BLUESPACE hereby notifies the parties to the Contract of its intention to send marketing correspondence by e-mail or by any other equivalent means of electronic communication. You are hereby informed that you may withdraw this consent by notifying the Legal Department located at Ctra. Real 141-143, 5a Planta – 08960 – Sant Just Desvern.

#### **9. Notifications**

All notifications, demands, requests and other correspondence to be sent by the parties in relation to these Standard Terms and Conditions shall be issued in writing.

Both parties are obliged to expressly notify in writing any amendment or change in the data provided in the Special Conditions, within a

maximum period of SEVEN (7) calendar days from the moment in which the aforementioned change occurs, and in particular, any change of address, telephone numbers or bank details.

#### **10. Invalidity and ineffectiveness of the Clauses**

If any clause included in these Standard Terms and Conditions is ever deemed to be totally or partially invalid or null and void, this invalidity will only affect the clause in question or relevant part thereof; all other aspects of the Standard Terms and Conditions will continue to be valid and the clause in question, or the affected part thereof, will be deemed never to have been written.

#### **11. Industrial and intellectual property**

All intellectual or industrial property rights (content of website and its graphic design, logos and registered trademarks) are the exclusive property of BLUESPACE, which exclusively exercises the rights to use them. It is therefore forbidden to reproduce, distribute, publish and modify such rights, in full or in part, without the prior express authorisation of BLUESPACE. Moreover, all the distinctive signs, brands, commercial names or signs of any kind appearing on the website, in documents, on advertising materials and in any others on which BLUESPACE appears, are protected by laws governing industrial and intellectual property.

#### **12. Jurisdiction**

Unless there is an obligatory or necessary jurisdiction, any questions that arise in relation to this Contract between the CLIENT and BLUESPACE will be subject to the jurisdiction of the Courts and Tribunals corresponding to the place where the provision of services takes place.