

GENERAL CONDITIONS OF THE SERVICE CONTRACT

The Bluespace Group, without prejudice to other activities that it may develop now or in the future, by itself or through subsidiaries or investee companies, is currently dedicated to the commercial exploitation of spaces in general and, in particular, of warehouses and mini-warehouses in any of the cities where it operates. Its end customers are private individuals and companies that need space. Using the services or contracting products or services provided by Bluespace to its customers implies acceptance of the following general conditions.

1. Acceptance and Availability of the General Conditions

By accepting this contract, you declare:

- That you are of legal age (or, in the case of legal persons, that you are adequately represented) and have legal capacity to conclude this Contract;
- that you have read and accept these General Conditions in their entirety; These CONDITIONS regulate the legal relationship arising from the contracting processes carried out between the user-CUSTOMER (hereinafter the CUSTOMER) and BLUESPACE. CUSTOMERS accept the General Conditions from the moment they use or contract the service or purchase any BLUESPACE product. This document can be printed and saved by the CUSTOMERS. BLUESPACE provides a phone line 800 182 202 (free of charge) for you to ask any questions you may have about the General Conditions.

2. Applicable standards

These General Conditions are subject to Portuguese legislation, namely, but not excluding, the provisions of Law no. 24/96 of 31 July (the "**Consumer Protection Law**"), Law no. 144/2015 of 8 September (the "**Out-of-Court Dispute Resolution Regime**"), Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("**GDPR**") and Law no. 58/2019 of 8 August (the "**Data Protection Law**"), as well as any applicable legal diplomas.

It is understood that these General Conditions are of a commercial nature and therefore derive from a "sui generis", atypical and anonymous relationship of service provision, and this contract cannot, in any

case, be considered a deposit or any other figure with which analogies can be drawn.

3. Subject Matter of the Contract

The purpose of this contract is to make available to the CUSTOMER a physically delimited space, called a Unit, warehouse or box, for a specified period of time, in exchange for a predefined price and under the other conditions set out in this contract. The contract can also cover the provision of a parking space for the customer or the rental of a physically delimited space for use as an office.

A) USE

The CUSTOMER, under the terms of this Contract and assuming compliance with the agreed economic requirements, will have a Unit at their disposal which they can select out of the units made available by BLUESPACE. The characteristics of such Unit will be specified in the Special Conditions, and its purpose is the storage of various movable goods, with the exclusion of those that are expressly prohibited in these General Conditions.

The CUSTOMER will have at their disposal the specific keys (physical or electronic through individualised codes) to the contracted Unit and therefore the CUSTOMER will be responsible for their use and custody.

The CUSTOMER is responsible for the handling, storage and deposit of the goods that they wish to house in the contracted Unit, and BLUESPACE is therefore exempt from any type of liability arising from the insertion and removal of the movable goods and any property damage that may be caused, both to BLUESPACE and to third parties, unless BLUESPACE proves wilful misconduct, fault or negligence.

The CUSTOMER is solely responsible for the goods that they store under the Contract, with BLUESPACE

having no liability of any kind in this regard. The CUSTOMER shall be responsible for the costs of repairing and cleaning the Unit and BLUESPACE's freely accessible common areas, particularly in the event of damage or waste disposal.

BLUESPACE reserves the right to change the location of the contracted Unit, whenever justified by urgent reasons.

The transfer of goods will be carried out by the CUSTOMER, unless, due to urgent need and just cause, BLUESPACE is unable to communicate this circumstance to the CUSTOMER in advance, in which case they will have the right to do so directly.

B) ACCESS

The CUSTOMER will have access to the contracted Unit within the hours established by BLUESPACE.

The CUSTOMER shall have the right to move freely in the freely accessible common areas as determined by BLUESPACE.

The CUSTOMER will be able to access the contracted Unit: **1)** by himself/herself; **2)** by means of a person expressly authorised by him/her, although he must inform BLUESPACE, in writing (any means, including telematic means, are admissible), of the full name and identification of the authorised person, at least ONE calendar day in advance; **3)** with the individuals physically accompanying the CUSTOMER (assistants).

BLUESPACE reserves the right to request the identification of the CUSTOMER or individuals authorised by the same.

BLUESPACE may only access the contracted Unit without the CUSTOMER's consent in the event of an urgent need.

The CUSTOMER must return any material provided by BLUESPACE for loading and unloading operations in the same condition in which it was received, as soon as these operations are completed, and under no circumstances may said material be stored inside the Unit. If the CUSTOMER does not comply with this requirement, BLUESPACE may charge a fine equal to the price of the material provided (VAT included) and access the Unit without consent of the Customer in order to remove the material. For

your information, the purchase price (excluding VAT) of a trolley is TWO HUNDRED AND SIXTY-SEVEN EUROS AND FORTY-SIX CENTS (€267.46) and that of a pallet truck or pallet rack is FOUR HUNDRED AND TWENTY-FIVE EUROS (€425.00); the price of this material may be changed at any time by BLUESPACE, at its sole discretion and without the need for the customer's consent.

C) VACANCY

At the end of the contractual relationship, the CUSTOMER must leave the contracted UNIT vacant, empty, expedited and at BLUESPACE's disposal, within a maximum of fifteen (15) calendar days.

The goods should be removed by the CUSTOMER in such a way as not to cause damage to the Unit or to the freely accessible common areas. In the event that the goods are not removed from the module contracted by the CUSTOMER in due time and form, BLUESPACE reserves the right to access it for this purpose.

The CUSTOMER authorises BLUESPACE to:

- (i) Sell the goods to third parties, either directly or by hiring a specialised company. The revenue obtained from said sale will be used, in the first instance, to cover the expenses incurred by BLUESPACE in connection with the collection and cleaning of the warehouse and the sale of the goods; subsequently, to cover the outstanding debts of the CUSTOMER to BLUESPACE under this Contract; and finally, if there is any remaining balance, it will be made available to the CUSTOMER, without interest accruing.
- (iii) Deliver the goods to any non-profit organisation or social interest entity (e.g. an NGO) to be determined by BLUESPACE and used as it sees fit.

If the goods are offered to at least two (2) entities with the characteristics described in point (ii) and none of them accepts them or, if BLUESPACE chooses to sell the goods in accordance with point

(i) and is unable to sell them, the CUSTOMER authorises BLUESPACE to dispose of them as it sees fit, including destroying them or transferring them to landfill, at the expense of the CUSTOMER, who waives the right to demand that the decision as to the disposal of the goods be assigned to them.

In any of the above cases, BLUESPACE may require the CUSTOMER to pay the costs of collecting, cleaning and selling, destroying or transferring the goods, which will correspond to a minimum of three hundred euros (€300), and this amount may increase depending on the volume and items abandoned by the CUSTOMER. The deadline for vacating the box will be FIFTEEN [15] calendar days from the date of notification of contract cancellation or, alternatively, until the last day set for total vacancy of the Unit. This is without prejudice to the provisions of Condition Seven on vacancy in relation to termination of this contract due to breach.

D) ABSOLUTE PROHIBITIONS FOR THE CUSTOMER

1. Storage:

- Goods whose trade is prohibited by laws and regulations (stolen goods or those originating from unlawful acts), regulated items subject to special state control such as tobacco, medicines, etc.;
- Chemical products, gases, explosives, toxic or flammable substances; in particular, the storage of lithium batteries or other highly flammable items is prohibited (e.g., those contained in electric scooters, bicycles, drones, rechargeable tools such as electric drills or lawnmowers, photographic equipment, electric wheelchairs, etc.);
- Live, dead, taxidermied or any type of animals, including but not limited to mammals, birds, reptiles, amphibians, fish, and invertebrates;
- Any perishable or semi-perishable product (except for non-perishable goods).

2. Other Uses: It is strictly prohibited to use the contracted Unit, whether permanently or occasionally, among others:

- As housing or a residence;
 - As a registered office or tax residence;
 - As an address for purposes of notification.
- In this regard, BLUESPACE will refuse to receive any communication or correspondence.

3. Assignment of the contract to third parties.

4. Likewise, it is expressly prohibited for the Customer to access Bluespace centres wearing caps, hats, balaclavas or other elements that prevent identification, which may lead to the automatic termination of the contract by BLUESPACE.

E) CUSTOMER-RELATED PROHIBITIONS

The storage of high-value property in the Unit, such as jewellery, cash, precious stones, securities, stocks, bonds, art objects quoted on the art market, objects of incalculable value or others of a similar nature, is prohibited.

In any event, the CUSTOMER releases BLUESPACE and the insurer from any liability arising from any incident, claim or controversy that may arise due to the storage of this type of goods and, in this regard, waives any claim arising from the same, with the storage of said goods being at their own risk, unless BLUESPACE is proven to be wilful, at fault or negligent.

The insurance provided by BLUESPACE is compulsory when contracting the service and is not included in the price of the Unit or box.

The insurance policy must be taken out with BLUESPACE for the entire duration of the contract, after prior assessment and approval of the risk by BLUESPACE, to cover possible contingencies that may arise for people and things, including the property. This obligation to take out insurance does not limit the CUSTOMER's liability for damage caused by his/her fault or negligence.

F) OTHER SERVICES

BLUESPACE may also provide the CUSTOMER, upon

request and under the terms established in the Special Conditions, by itself or through third parties, among others, the following additional services:

- Open spaces: renting open space without physical boundaries for storing goods under the same conditions as these, within the premises of BLUESPACE centres that have such spaces.
- Removal service.

4. Security deposit

BLUESPACE may ask the Customer, before taking possession of the Warehouse, to pay, as a guarantee or security deposit, the amount indicated in the Special Conditions of this contract, to cover any damage that may be caused to the Warehouse, its architectural elements, services, facilities, and/or locks or locking elements, or to the Centre's facilities, as well as to other Customers or their belongings. In any case, the purpose of the security deposit is to guarantee the fulfilment of all the obligations assumed by the Customer.

At the end of the Contract, the amount of the security deposit will be returned to the Customer, if it has been paid in advance, after checking the condition of its Warehouse and verifying that it is in the condition in which it was delivered by Bluespace to the Customer and provided that there are no debts for which the Customer is responsible. If any outstanding debts remain, the amount of such debts will be deducted from the security deposit. A fixed amount will also be deducted from the remainder in favour of the Customer as administrative management costs at the time of return, which will be set out in the Special Conditions of the Contract.

5. Term of the Contract

This contract will have an initial duration of ONE MONTH, with a minimum duration of 15 days for warehouses of less than 20 m² and 30 days for warehouses of more than 20 m², without prejudice to the possibility of agreeing a longer term in the Special Conditions. The contract will be

automatically renewed for successive periods of ONE MONTH after the expiry of the initial term or successive renewals.

However, either party may avoid renewing the contract provided that it expressly notifies the other party in writing at least FIFTEEN (15) calendar days before the end of the initial period or the current renewal for boxes of less than 20 m² and THIRTY (30) calendar days for boxes of more than 20 m². Automatic renewal shall not apply in the event that the CUSTOMER is not up to date with payment of the price or any other obligation, pecuniary or otherwise, contracted with BLUESPACE.

The CUSTOMER understands and expressly agrees that failure to give prior notice of their wish not to renew the Contract, in due time and form, implies automatic extension for a new period of ONE additional MONTH, with the inherent effects, namely payment of the corresponding price.

6. Price, Invoicing and Payment Method

The price of the service is established in the Special Conditions, according to the type, size and location of the contracted Unit, and will be payable in advance on the first day of the initial term of the Contract and of each of its renewals.

BLUESPACE will issue, at the CUSTOMER'S expense, a MONTHLY invoice coinciding with the start of the initial period and that of each of the renewals, which will include the price of the service established in the Special Conditions and all the other complementary services that may have been contracted, as well as the charges borne by the CUSTOMER. The resulting amount is subject to VAT and any tax due in accordance with the applicable legislation. The invoice must be paid by the 5th (fifth) day of the month to which it relates; failure to do so allows Bluespace to take the amount from the CUSTOMER's deposit.

It is understood by the CUSTOMER that:

(i) in any case, in accordance with the minimum term established in the first paragraph of Clause Five, the minimum billing period shall always be FIFTEEN (15) calendar days; and that,

(ii) although the CUSTOMER pays more than one instalment in advance, this shall not imply that the duration of the contract is equivalent to the number of instalments paid, which shall always be of a monthly nature, except otherwise stated in the special conditions.

In this case, if the customer withdraws early under the terms of these General Conditions, Bluespace will reimburse the advance instalments for the services not provided.

The payment of each invoice shall preferably be made by credit card or through direct debit of a bank account designated by the CUSTOMER. In the event of return of the direct debit invoice, card charge or any other delay in payment of FIVE (5) calendar days or more, the CUSTOMER shall be liable for payment of the damages caused, as well as the expenses and commissions that BLUESPACE may incur as a result of processing the charge. If the CUSTOMER fails to settle payment within SEVEN (7) calendar days of BLUESPACE's payment request, the contract will be automatically terminated and the CUSTOMER must fully vacate the Unit within a maximum of SEVEN (7) calendar days from the date of receipt of the payment request, without prejudice to any action BLUESPACE may take against the CUSTOMER in relation to the amount owed. In the event of failure to vacate, the provisions of **Condition Seven** shall apply. In any case, BLUESPACE will block all personal codes (PIN code) for access to the Bluespace Centre in question, as well as access to the box contracted by the CUSTOMER.

Without prejudice to the foregoing, the Customer has, in any case, the right to access their personal belongings that they have stored in the warehouse that is the subject of the signed contract, and to do so they must contact the Centre.

The price may be revised by BLUESPACE, without need for the CUSTOMER's consent, at the end of each calendar half-year of contracting by the customer in order to adapt it to the improvements made to the building (in terms of safety, sustainability, etc.), market conditions and

variations in the actual cost of providing the services, without said price varying, for this reason, by more than 30 per cent in relation to the price that, for each customer, was in force at the time of the revision.

For this to take effect, BLUESPACE will send the CUSTOMER, at least twenty-five (25) calendar days in advance, a written communication by post to the notification address indicated by the CUSTOMER, or by email, informing them of the new prices and the date from which they will take effect.

If the Customer does not agree with the new prices, they must inform BLUESPACE of this before the date of their entry into force, in which case the same communication will serve as an expression of their desire not to renew the contract and, in any case, respecting the minimum notices set out in Clause 7 below.

If the Customer pays the direct debit (receipt) for the following period, they will be deemed, for all intents and purposes, to have accepted the price revision and given their consent to the modification of the contract price.

Each payment covers the contracted period, whereby the CUSTOMER shall be entitled to a proportional refund of the price paid in the event of termination of the Contract and return of the contracted Unit on a date prior to the end of the paid contractual period, provided that the period of notice established in Clauses Five and Seven has been respected. For this purpose, the contract shall not be considered terminated until the notice period has expired in its entirety.

The CUSTOMER and BLUESPACE agree that the cancellation of the contract due to the expiry of the agreed term will not give rise to any type of compensation for either party, with the exception of (i) the necessary settlement of accounts and (ii) damages arising from the breach of the contract.

In the event of non-compliance by the CUSTOMER with any of the monetary obligations related to the service provided by BLUESPACE, the CUSTOMER's data may be recorded and incorporated into a registration file for non-compliance with monetary

obligations to be managed by BLUESPACE. BLUESPACE may also verify the CUSTOMER's financial solvency by requesting information on the CUSTOMER's credit history and risk positions from the corresponding organisations and/or the Spanish Self Storage Association.

6.1 Authorisation for Credit Card Charges

If the payment method used is by bank card, the Customer AUTHORISES BLUESPACE to manage all payments corresponding to the service contract by debit card, in accordance with applicable legislation. Please be advised that BLUESPACE uses a secure computerised debiting process that encrypts your credit card number.

BLUESPACE will not keep or be able to access your bank details, but will only manage the card debit order with the bank.

The payment method for the services contracted by the CUSTOMER shall, by default, be the one initially designated by the CUSTOMER, unless written notice to the contrary is given in favour of BLUESPACE FIFTEEN (15) calendar days prior to the payment date.

7. Contract Termination

(A) BY EXPIRY OF THE CONTRACT / EARLY TERMINATION:

The parties may terminate this contract early, provided that they expressly notify the other party in writing at least FIFTEEN (15) calendar days before the end of the initial period or the current renewal, for boxes of less than 20 m², and THIRTY (30) calendar days, for boxes of more than 20 m², except in the case of contracts with an initial duration of less than THIRTY (30) days, in which case TEN (10) days' notice prior to the end of the initial duration or renewal period in progress is sufficient, under the same terms as set out below. At the end of the Contract, the CUSTOMER must sign the document of termination of the Contract and calculation of the balance due (calculated up to the day of signature of said document), to be provided by BLUESPACE, as well as proceed to vacate the contracted Unit.

In any case, if the box is not completely and

effectively free of goods and persons by the agreed date, with the corresponding signature of the cancellation document, the notification made shall cease to have effect and shall be deemed not to have been made, with the effects inherent thereto.

The CUSTOMER will have to pay a penalty for lack of notification or defective notification. This penalty consists of payment for each of the days for which notice was not given.

The cancellation of the contract due to the expiry of the agreed period does not give rise to any type of compensation for either party, without prejudice to the compensation for losses and damages that may be applicable in the event of termination of the contract due to breach, under the terms expressed in the following point.

(B) FOR FAILURE TO FULFIL THE OBLIGATION TO PAY THE PRICE:

In relation to the terms of Clause Six, the contract will be automatically terminated in case of failure to pay, late payment or return of the direct debit invoice with the CUSTOMER not normalizing the situation within a maximum of SEVEN calendar days after BLUESPACE's payment request, and the CUSTOMER will have to fully vacate the Unit within a maximum of SEVEN (7) calendar days from the date of receipt of the payment request, without prejudice to any action BLUESPACE may take against the CUSTOMER in relation to the amount owed, which may be increased by penalties for default payment under the Special Conditions signed by the Customer, as well as any damages resulting from the payment default.

In any case, BLUESPACE reserves the right to block access to the Centre and the warehouse after the first non-payment. Nevertheless, and in spite of this blocking, the CUSTOMER shall retain the right to access the contracted Unit and the goods stored therein, with BLUESPACE providing access to them whenever the Customer requests it.

Once the contract has been cancelled, regardless of the reason, the CUSTOMER shall completely vacate the contracted Unit within a maximum of SEVEN (7) calendar days from the date of receipt of

the payment request or notice of cancellation of the contract.

8. Privacy and Personal Data Protection

A) In accordance with the GDPR on the protection of personal data, BLUESPACE informs the CUSTOMER that the personal data provided in connection with the conclusion of this contract will be incorporated into a file owned by BLUESPACE for the purpose of maintaining the existing commercial relationship and sending commercial information on the services associated with the supply of warehouses and furniture storage rooms offered by BLUESPACE. BLUESPACE may process Personal Data belonging to the CUSTOMER as Data Controller. The Data processed by the Data Controller are those provided by the CUSTOMER in connection with the performance of the Contract and the commercial relationship between the CUSTOMER and the Data Controller and only those strictly necessary for the performance of said purpose.

B) The CUSTOMER's Personal Data may be disclosed to the following Recipients:

- Internal recipients: including employees of the Controller who are authorised to have access to the Data and who need it for the strict performance of their duties; and
- External recipients: in the event of a legal request/obligation, to bodies authorised by law and/or authorised by a judicial decision of a competent court or to service providers and/or subcontractors of the Data Controller (duly bound by a contract that includes an obligation of confidentiality and who provide a service in the name of and on behalf of the Data Controller)

C) In principle, the CUSTOMER's Personal Data will not be transferred outside the European Economic Area (EEA). However, should they eventually be transferred, the Data Controller will ensure that such transfers are carried out in accordance with adequate and appropriate measures to ensure compliance with the GDPR. For countries that are not considered suitable by the European Commission, the Data Controller will sign

contracts with its service providers and/or subcontractors that contain EU Standard Contractual Clauses, as applicable. These clauses constitute adequate and appropriate safeguards to ensure compliance with the GDPR.

D) BLUESPACE guarantees the confidentiality of the information to which it has access under this Contract, an obligation that will extend to all its workers and partners. This confidentiality obligation will remain in force after the services have been finalised. The Data Controller has adopted security measures to prevent the accidental loss, unauthorised use or access, modification or disclosure of Personal Data. Access to data is restricted to those who need it to carry out their specific duties.

E) In addition, procedures have been established to respond to any data security breaches, guaranteeing compliance with data protection legislation. Depending on the impact of the incident, it may be necessary to notify the Portuguese Data Protection Authority (*Comissão Nacional de Proteção de Dados*, CNPD) and inform the affected data subjects.

F) The CUSTOMER may exercise their rights of access, rectification, deletion, and portability of the Personal Data concerning them; they may also request the restriction of the Processing of such Personal Data or object to its Processing under the conditions laid down by the applicable legislation. To do so, they should contact the Legal Department at Praça de Alvalade, N.º 7, 8.º Direito 1700-036 Lisbon, in writing, quoting their name and national identity card number.

G) If the CUSTOMER considers that the Data Controller is not complying with its legal obligations with regard to the protection of Personal Data or has not responded effectively to their request, they always have the right to lodge a complaint, at any time and free of charge, with the competent supervisory authority, in this case the CNPD.

H) In accordance with the provisions of Law no. 41/2004, of 18 August (the **Law on the Protection of Personal Data and Privacy in**

Telecommunications), BLUESPACE informs Contract holders of its intention to send them commercial communications by email or any other equivalent means of electronic communication. With regard to communications that are not directly related to the performance of the Contract, the CUSTOMER may object to receiving them at any time.

To do so, they should contact the Legal Department at Praça de Alvalade, N.º 7, 8.º Direito 1700-036 Lisbon, in writing.

9. Notifications

All notifications, requests, applications and other communications that the parties wish to make within the scope of these General Conditions shall be made in writing.

Both parties are obliged to expressly communicate in writing any modification or alteration of the data provided in the Special Conditions, within a maximum of SEVEN (7) calendar days from the moment in which said alteration occurs, in particular any change of address, telephone numbers or bank details.

10. Nullity and Ineffectiveness of Clauses

If any clause included in these General Conditions is declared wholly or partially null and void or ineffective, such nullity or ineffectiveness shall only affect the provision or part thereof that is null and void or ineffective, and the General Conditions shall remain in force in all other respects, and the affected provision or part thereof shall be deemed not to have been included in these General Conditions.

11. Industrial and Intellectual Property

The contents related to the BLUESPACE brand, including domains, logos, designs, documentation, software, computer programmes or any other element protected by intellectual property legislation are the exclusive property of BLUESPACE, which holds the exclusive rights to exploit them. Therefore, their copying, distribution, transmission, communication, modification, alteration,

transformation, assignment or commercial use of intellectual and industrial property rights, in whole or in part, is prohibited without the express prior written consent of BLUESPACE. Likewise, all the distinctive signs, trademarks, commercial names or signs of any type included on the website, documents, advertising and any others in which BLUESPACE appears, are protected by the applicable legislation on industrial and intellectual property.

12. Competent Court

Any issues arising within the scope of this Contract between the CUSTOMER and BLUESPACE shall be subject to the jurisdiction of the Courts located in the place where the services are provided.

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