

GENERAL TERMS AND CONDITIONS OF THE SERVICE PROVISION AGREEMENT

BLUESPACE provides a range of services to meet the *self-storage* needs of natural and legal entities. To this end, Bluespace provides customers with *self-storage* services in generic spaces, namely *storage rooms*, units, and small warehouses, across all the cities in which it operates, as well as a range of additional services, either directly or through companies belonging to the Bluespace group.

By signing the Special Terms and Conditions, the CUSTOMER expressly accepts the general terms and conditions (the "**General Terms and Conditions**") set forth below.

1. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS.

These General Terms and Conditions, together with the Special Terms and Conditions, and any special terms and conditions of each service, constitute the agreement governing the legal relationship between the CUSTOMER and BLUESPACE (the "**AGREEMENT**"). THE CUSTOMER may print and keep this AGREEMENT. BLUESPACE provides the CUSTOMER with the telephone number 800 59 66 00 for any clarification regarding the General Terms and Conditions.

By signing these GENERAL TERMS AND CONDITIONS, the CUSTOMER declares: (i) that he/she is of legal age and has the legal capacity to act and, in the case of legal entities, that the person signing the AGREEMENT also has the necessary authority to sign and execute the AGREEMENT in the name and on behalf of the CUSTOMER, (ii) that he/she has read these General Terms and Conditions in full and (iii) that he/she accepts these General Terms and Conditions in full.

2. APPLICABLE LAW.

The General Terms and Conditions are governed by Italian law. Specifically, the General Terms and Conditions are intended to govern the provision of services, as provided from time to time, by BLUESPACE to the CUSTOMER. The parties expressly acknowledge that this AGREEMENT does not concern the lease of spaces nor the storage of goods and, therefore, this AGREEMENT is not a lease agreement, a commercial or residential lease agreement, nor a storage agreement. Accordingly and in any case, the following shall not apply to the AGREEMENT: (i) the provisions of the Italian Civil Code relating to the lease of movable and immovable property (i.e. Articles 1571 et seq.); (ii) Italian Law no. 392 of 1978; (iii) Italian Law no. 431 of 1978; (iv) the provisions of the Italian Civil Code relating to storage (i.e. Articles 1766 et seq.); as well as any other provision applicable to leasing or storage.

3. SCOPE OF THE AGREEMENT.

The scope of the AGREEMENT is the provision by BLUESPACE to the CUSTOMER of the services selected by the CUSTOMER in the Special Terms and Conditions. Such services include the right to use a physical space, referred to as "Storage Facility", for *self-storage*, for a specific period of time. The Storage Facility provided to the CUSTOMER is specified in the Special Terms and Conditions. The building in which the Storage Facility is located is specified in the Special Terms and Conditions (the "**Building**"). The parties may also agree at a later date on the provision of further services as set forth in Clause 3 letter E) below, which shall be governed by these General Terms and Conditions and by new Special Terms and Conditions.

The CUSTOMER agrees to compensate BLUESPACE immediately for any costs and expenses incurred for the replacement and repair of damage to parts of the Storage Facility or any other part of the Building caused by an act attributable to the CUSTOMER.

A) Use of the Storage Facility and Limitation of Liability

The CUSTOMER may access the Storage Facility provided by BLUESPACE using specific keys (either physical or electronic with personalised codes) for *self-storage* of his/her property. The CUSTOMER declares that he/she has previously inspected the Storage Facility and that it is in good conditions and suitable for the uses specified in this AGREEMENT.

The CUSTOMER is responsible for the use and safekeeping of the Storage Facility and for the unloading, loading, delivery, handling, preservation, use, safekeeping, cleaning, storage and removal of the goods it stores in the Storage Facility. The CUSTOMER declares and guarantees that he/she is the owner of the property that he/she will store in the Storage Facility and/or that he/she has

full right to use it. The CUSTOMER is also solely responsible for locking, securing and protecting the Storage Facility.

When using the Storage Facility and accessing BLUESPACE's premises, the CUSTOMER shall act with diligence and shall not interfere in any way with other customers of BLUESPACE or with BLUESPACE's activities. The CUSTOMER agrees to keep the Storage Facility tidy, carry out the necessary cleaning activities, and promptly inform BLUESPACE in the event of any damage of any kind and nature occurring in the Storage Facility.

The CUSTOMER, under his/her own responsibility, has the right to use the mobile trolleys, if available, and all other transport equipment located inside the Building for unloading, loading and handling his/her property. The CUSTOMER is solely responsible for the use of this equipment, as well as for the property transported with it and for any loss, damage or breakage occurring during such activities and for all other damage to property, third party property and persons, including BLUESPACE staff.

The CUSTOMER agrees to comply with the provisions on safety, fire prevention and laws regarding the use of the Storage Facility and the Building, as well as with the internal regulations of the Building, which are displayed in the common areas, as well as with any provision governing access thereto, movement of property and use of the Storage Facility and any other provision communicated to the CUSTOMER during the term of the AGREEMENT.

BLUESPACE shall not assume any obligation for the safekeeping, surveillance, preservation, or return of the CUSTOMER'S property. BLUESPACE shall not be, in any case, responsible for the use and safekeeping of the Storage Facility and for the delivery, handling, preservation, use, safekeeping, cleaning, storage and removal of the property that the CUSTOMER places in the Storage Facility and that BLUESPACE does not inspect and has no knowledge of. BLUESPACE shall be indemnified and held harmless by the CUSTOMER for any damage caused by the CUSTOMER to the Storage Facility, the Building or the premises owned by the BLUESPACE Group, except in cases where such damages are due to BLUESPACE's wilful misconduct or gross negligence. BLUESPACE has the right to refuse any delivery of goods received for the CUSTOMER in his/her absence.

The CUSTOMER expressly releases BLUESPACE from any liability for any theft, breakage, loss, damage, destruction and all events that may occur to goods and people inside the Storage Facility and, in general, in the Building, except in cases of BLUESPACE's wilful misconduct or gross negligence.

BLUESPACE shall have the right to assign the CUSTOMER a different Storage Facility from the one specified in the Special Terms and Conditions, but only for justified reasons or in the event of urgency. Any transfer of property between the units shall be carried out by the CUSTOMER, unless, due to urgency, BLUESPACE is not able to communicate the request for transfer with sufficient notice, in which case the transfer shall be carried out by BLUESPACE.

B) Access and Penalties

The CUSTOMER shall have access to the Storage Facility during the hours specified in the Special Terms and Conditions.

The CUSTOMER may also access and move freely in the common areas of the Building designated by BLUESPACE.

The CUSTOMER may access the Storage Facility: 1) personally; 2) through a person delegated in writing by the CUSTOMER. In this case, BLUESPACE shall be informed in writing of the full name and ID number of the authorised person at

least ONE (1) calendar day in advance, by e-mail; 3) together with persons physically accompanying the CUSTOMER. BLUESPACE reserves the right to ask the CUSTOMER or the persons authorised by the CUSTOMER to show an ID. In all cases, the CUSTOMER is fully responsible, to the extent set forth in this AGREEMENT, for the actions of the persons he/she delegates or for the accompanying persons.

BLUESPACE may exceptionally access the Storage Facility without the CUSTOMER's consent (i) in order to carry out urgent repair and extraordinary maintenance works; (ii) upon request from the authorities; (iii) in cases of duly substantiated urgency. Moreover, in order to verify that the Storage Facility is used in accordance with the AGREEMENT, BLUESPACE may access the Storage Facility upon prior notice to the CUSTOMER of ONE (1) calendar day.

The CUSTOMER shall return the equipment provided by BLUESPACE for loading and unloading activities, in the same conditions as received and to the same location from which it was collected, immediately after completing such activities. The CUSTOMER may not, under any circumstances, store such equipment inside the Storage Facility, nor remove it from the Building. In the event that the CUSTOMER breaches this obligation, BLUESPACE may, after unsuccessfully requesting the return of the equipment within a maximum period of THREE (3) calendar days, charge the CUSTOMER a penalty equal to the price of the equipment provided (including VAT). For reference, as of today, the purchase price (excluding VAT) of a trolley is €267.46 and that of a pallet truck is €425.

C) Storage Facility Clearance, Clearance Costs and Release from Liability for Disposal

On the date the AGREEMENT ceases to have effect, the CUSTOMER shall make the Storage Facility available to BLUESPACE, free of any items, clean and in the same condition as when he/she initially accessed it. The financial effects of the AGREEMENT shall not cease as long as the CUSTOMER's property remains in the Storage Facility.

The CUSTOMER must remove the his/her property in such a way as not to cause any damage to the Storage Facility or to the freely accessible common areas. If the CUSTOMER fails to remove his/her property from the Storage Facility by the date the Agreement ceases to have effect and in the manner provided for in the AGREEMENT, BLUESPACE shall have the right to empty, clear and clean the Storage Facility (without any obligation to provide an inventory or account for the goods) being able to apply the penalty indicated below.

BLUESPACE may, at its sole discretion, choose one or more (even jointly) of the following options—each of which the Customer expressly and unconditionally consents to: (i) sale of the property at public auctions through specialised companies according to the law. By signing this AGREEMENT, the CUSTOMER also grants BLUESPACE the authority to sell his/her property, releasing BLUESPACE from any liability. Without prejudice to the right of the CUSTOMER to receive payment (without accrued interest) of the difference, if any, between the sale price of his/her property and the outstanding debt owed to BLUESPACE, after deducting all costs incurred for the sale; or (ii) disposal and destruction of the property at a waste disposal centre; or (iii) delivery of the property to any non-profit organisation or social interest entity freely chosen by BLUESPACE to allocate it as it deems appropriate.

In the event that the Client does not vacate their unit under the agreed conditions, Bluespace may impose a penalty of €200 for the cost of emptying, cleaning, and transferring the goods.

Under no circumstances may the CUSTOMER make any claims for compensation for the property disposed of by BLUESPACE due to the CUSTOMER's failure to empty the Storage Facility in a timely manner.

D) CUSTOMER Restrictions.

The CUSTOMER is prohibited from storing the following items in the Storage Facility:

- i. 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;
- ii. Chemical products, gases, explosives, toxic or flammable substances (as indicated on the product's own labelling); in particular, the storage of lithium

batteries or other highly flammable items (for example, those contained in electric cars and electric go-karts) is strictly prohibited. However, it is permitted to store up to a maximum of 3 electric scooters, 3 electric bicycles, or 3 electric wheelchairs; under no circumstances may they be charged within the Bluespace facilities;

- iii. plants;
- iv. Live, dead, taxidermied or any type of animals, including but not limited to mammals, birds, reptiles, amphibians, fish, and invertebrates.
- v. Any perishable or semi-perishable product (except for non-perishable goods);
- vi. items emitting odours or noise;
- vii. high-value items, including jewellery, cash, precious stones, securities, shares or bonds, market-listed works of art, watches, priceless items or others of similar status, subject to Clause 9 below.

The use of the Storage Facility—either permanently or occasionally—for purposes other than self-storage of personal property is expressly prohibited, including:

- i. Home or residence;
- ii. Office use, and generally professional or commercial purposes;
- iii. Registered office or tax domicile;
- iv. Operation of an industrial, commercial, or craft business for tourism purposes;
- v. Sporting or recreational activities;
- vi. Any activities that may cause disturbance to BLUESPACE or any other persons;
- vii. Use as an address for service. In this regard, BLUESPACE shall refuse to receive any notices or correspondence.

The CUSTOMER shall not paint or make alterations to or attach anything to the interior or exterior surfaces of the Storage Facility or the Building; connect or provide utilities or services to the Storage Facility; or cause damage to the Storage Facility or any part of the Building or create obstructions or abandon objects or rubbish in any common area within the Building.

The Customer is expressly prohibited from accessing any Bluespace site wearing caps, hats, balaclavas or other items that intentionally prevent identification, which may result in automatic termination of the Agreement by Bluespace.

E) Other Services

As provided in the Special Terms and Conditions and any special terms and conditions of each service, in addition to the Self-Storage Service, BLUESPACE may at its own discretion, but is not obliged to, provide the CUSTOMER with the following additional services upon request, either directly or through third parties:

- i. 24-hour access service;
- ii. Open Space Service, i.e. providing the CUSTOMER with open spaces within the Building (which, for this purpose, shall be considered as Units) that are not separated, enclosed, delimited or isolated, for the storage of property by the CUSTOMER and other BLUESPACE customers.
- iii. Blue Assistance Service. If this service is provided, further terms and conditions shall be provided to the CUSTOMER for his/her review and acceptance.
- iv. Property Handling Service. If this service is provided, further terms and conditions shall be provided to the CUSTOMER for his/her review and acceptance.
- v. Storage Facility clearance and cleaning service. If this service is provided, further terms and conditions shall be provided to the CUSTOMER for his/her review and acceptance.

Moreover, the CUSTOMER must take out the "Protection Service" as an additional service, by way of an insurance policy for the entire term of the agreement, subject to risk assessment and approval by BLUESPACE, to cover possible unforeseen events that may occur to persons and property, including the building. This insurance obligation shall not limit the CUSTOMER's liability for damages caused by his/her fault or negligence.

4. SECURITY DEPOSIT.

BLUESPACE shall have the right to require the CUSTOMER, who must pay before accessing the Storage Facility, a security deposit or guarantee equal to the amount specified in the Special Terms and Conditions, which, in any case, shall be interest-free, to cover any damage caused to the Storage Facility itself, to its architectural elements, services, structures, and/or locks or locking systems, to the Building's facilities or to other customers and their property. The security

deposit shall, in any case, serve as a guarantee for the fulfilment of all obligations assumed by the CUSTOMER under the AGREEMENT.

At the end of the agreement, BLUESPACE shall return the security deposit to the CUSTOMER, after checking the condition of the Storage Facility and provided that no liabilities or breaches have been established against the CUSTOMER. In such case, BLUESPACE may reduce the amount of the security deposit by the amount of the ascertained breach. The CUSTOMER may not offset the security deposit against the cost of services provided. When the security deposit is returned to the CUSTOMER, a fixed amount for administrative fees, which shall be specified in the Special Terms and Conditions of the agreement, shall also be deducted from the remaining balance.

Without prejudice to the foregoing, BLUESPACE shall return the security deposit paid by the CUSTOMER by bank transfer, net of any outstanding amount owed by the Customer, and after deducting the administrative fees, subject to the Customer fully clearing the Storage Facility: (i) Within a maximum of 40 days for a Storage Facility with a surface area of less than 20 square metres, or (ii) for a Storage Facility with a surface area of 20 square metres or more, after the 40th calendar day following the date the Customer fully vacated the Storage Facility.

5. TERM OF THE AGREEMENT AND TERMINATION.

Unless otherwise specified in the Special Terms and Conditions, the AGREEMENT shall have a term of ONE MONTH, with a minimum mandatory term of 15 days for storage facilities smaller than 20 square metres and of 30 days for storage facilities larger than 20 square metres. However, a longer term may be agreed upon in the Special Terms and Conditions.

The AGREEMENT shall be tacitly extended for successive periods of ONE MONTH upon the expiry of the initial term or any subsequent extensions.

Either party may terminate the automatic renewal of the AGREEMENT by giving written notice to the other party at least FIFTEEN (15) calendar days in advance for Units having a surface area of less than 20 square metres and THIRTY (30) calendar days in advance for Units having a surface area larger than 20 square metres before the expiration of the initial term or of the current extension. The termination of the AGREEMENT shall take effect at the end of the relevant MONTH.

Moreover, either party may terminate the AGREEMENT early at any time by giving written notice to the other party at least FIFTEEN (15) calendar days in advance for Units having a surface area of less than 20 square metres and THIRTY (30) calendar days in advance for Units having a surface area of more than 20 square metres before the date on which the termination shall take effect.

In the event of early termination prior to the next due date, the CUSTOMER shall be entitled to receive a refund of the cost of the service pro rata temporis from the effective date of termination until the next due date.

The CUSTOMER expressly understands and accepts that failure to provide correct and timely notice shall result in an automatic extension of a further period of ONE MONTH, with the associated consequences, including payment of the fee for a further MONTH.

6. PRICE, PRICE INCREASES, INVOICING AND PAYMENT TERMS.

The price of the services provided by BLUESPACE is specified in the Special Terms and Conditions, also according to the type, size and location of the requested Storage Facility. The CUSTOMER shall pay it to BLUESPACE in advance upon signing the AGREEMENT, and on the first day of each extension.

The CUSTOMER agrees that:

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

(ii) even if the CUSTOMER pays more than one instalment in advance, this shall not imply that the term of the agreement shall be equivalent to the number of instalments paid; the term shall always be monthly, except in cases where otherwise specified in the Special Terms and Conditions.

In such cases, if the Customer terminates the agreement early under the provisions of these General Terms and Conditions, Bluespace shall refund the prepaid instalments for the services not provided.

BLUESPACE shall issue a MONTHLY invoice to the CUSTOMER, at the start of the initial term and at the beginning of each extension period. The invoice shall include the price of the services specified in the Special Terms and Conditions, as well as the price of any other services requested by the CUSTOMER and the charges incurred by BLUESPACE. The resulting amount shall be subject to VAT. The invoice shall be paid immediately upon receipt.

The CUSTOMER may pay the invoices by bank transfer, credit card or direct debit at the bank designated by the CUSTOMER or by the different methods specified in the Special Terms and Conditions.

In the event of a failed direct debit or card charge or if the payment is delayed by FIVE (5) or more calendar days, the CUSTOMER shall pay any duly substantiated damages caused, as well as any expenses and fees incurred by BLUESPACE for debt recovery management.

Should the CUSTOMER fail to settle the payment by the deadline specified in the payment request made by BLUESPACE, the AGREEMENT shall be automatically terminated due to the CUSTOMER's material breach, and the Storage Facility shall be fully cleared by the CUSTOMER in accordance with Clause 3 letter C) above within a maximum term of SEVEN (7) calendar days from the date of termination of the AGREEMENT, without prejudice to BLUESPACE's right to pursue or start actions against the CUSTOMER for the recovery of the amount due by the CUSTOMER. Should the clearance not be carried out, the provisions of Clause 3, letter C), second paragraph, above, shall apply. BLUESPACE will in any case block the personal access codes (PIN) to the premises, as well as the CUSTOMER's access to the Storage Facility. Without prejudice to the foregoing, the CUSTOMER shall have the right to access his/her property stored in the Storage Facility, subject to prior agreement with BLUESPACE on the access arrangements.

At the end of each six-month period of the Agreement, BLUESPACE shall have the right to revise the price of its services to align with market conditions, improvements made to the building, and any changes in the actual cost of service provision. Any price increase for the specified reasons shall not exceed 30% of the amount applied in the previous six-month period.

The fee may be adjusted by BLUESPACE at the end of each six-month term to reflect improvements made to the building (relating to safety, sustainability, etc.), market conditions, and changes in the actual cost of providing the services. However, such adjustments shall not result in an increase of more than 30% compared to the rate applicable for each Customer at the time of the revision.

For this to take effect, BLUESPACE shall send the CUSTOMER a written notice at least twenty-five (25) calendar days in advance, either by post to the service address provided by the Customer or by email, informing the CUSTOMER of the new prices and the effective date.

If the Customer does not agree with the new prices, he/she shall inform BLUESPACE prior to the effective date of the new prices, in which case the same communication shall be considered as a declaration of unwillingness to extend the agreement, while still complying with the minimum notice period set out in Clause 5 below.

If the CUSTOMER pays by direct debit (invoice) for the subsequent period, it shall be deemed that he/she has accepted the revision of the fee and consented to the change of the price of the AGREEMENT.

The CUSTOMER and BLUESPACE hereby agree that the termination of the AGREEMENT due to the expiry of the agreed term shall not entitle the CUSTOMER to any kind of compensation from BLUESPACE.

In the event of delay in payment, the CUSTOMER must pay a penalty fee that shall be specified in the special terms and conditions of the AGREEMENT, without prejudice to the obligation to provide compensation for any further damages.

BLUESPACE shall have the right to request information from the CUSTOMER regarding his/her financial solvency, as deemed appropriate.

7. AUTHORISATION TO DEBIT A CREDIT CARD OR CURRENT ACCOUNT.

Should the CUSTOMER select automatic debit or credit card payments or direct debits to a current account as his/her preferred payment method, the CUSTOMER hereby authorises BLUESPACE to automatically debit the CUSTOMER's chosen card or account for all payments related to the services provided, in accordance with the law. The CUSTOMER is hereby informed that BLUESPACE uses a secure online payment process, which encrypts the credit card or account number.

BLUESPACE will not retain and is not allowed to access your bank details. It only processes the payment instructions using the bank card or current account.

8. INSURANCE – LIMITATION OF LIABILITY

The Customer is required to arrange and maintain the "Protection Service" with BLUESPACE for the entire term of the Agreement or, failing this, an insurance policy with a recognised and reputable insurance company, adequate to cover ordinary risks related to the property stored by the Customer in the Storage Facility, as well as any damage to persons or property caused by such items, including the Storage Facility and the Building. BLUESPACE has the right to verify that the insurance policy taken out by the CUSTOMER is adequate and compliant with the obligations assumed hereunder by the CUSTOMER. This obligation shall in no way limit the CUSTOMER's liability for damages caused by the CUSTOMER's wilful misconduct or gross negligence.

The obligation to arrange and maintain an insurance policy for the entire term of the AGREEMENT shall not apply if the CUSTOMER has already subscribed to the Protection Service. In any case of cancellation of the Protection Service the provisions of this Clause 8 shall apply immediately as of the date of cancellation.

The Protection Service shall at all times maintain an adequate compensation limit to cover the maximum amount declared by the customer.

The breach of this Clause 8 shall result in the automatic termination of the AGREEMENT pursuant to Article 1456 of the Italian Civil Code, and the CUSTOMER shall automatically waive any claim for damages against BLUESPACE.

9. TERMINATION OF THE AGREEMENT.

(A) DUE TO EXPIRY OF THE AGREEMENT/EARLY TERMINATION

At the end of the AGREEMENT, the CUSTOMER shall fully clear the Storage Facility in accordance with Clause 3, letter C), sign the Storage Facility handover document and pay to BLUESPACE any outstanding fees.

In any case, should the full and effective clearance of the Storage Facility not be carried out at the end of the AGREEMENT, the provisions of Clause 3, letter C) shall apply.

Even if the CUSTOMER vacates and hands over the Storage Facility before the end of the AGREEMENT, the CUSTOMER shall in any case remain liable for any fees due until the actual expiry date of the AGREEMENT.

The termination of the AGREEMENT due to the expiry of the agreed terms shall not entitle the parties to any kind of compensation, except for compensation for damages that may be awarded in the event of termination of the AGREEMENT due to breach, in accordance with the terms set forth in the following paragraph.

The CUSTOMER shall pay a penalty for failure to give proper or sufficient notice. Such penalty shall consist of payment for each day not previously communicated.

Should the CUSTOMER fail to fulfil his/her obligation to pay any fees that he/she owes to BLUESPACE according to the AGREEMENT, BLUESPACE shall have the right to terminate the AGREEMENT pursuant to Article 1454 of the Italian Civil Code, and to claim compensation for all damages suffered and to be suffered, subject to a formal notice to comply within SEVEN (7) calendar days.

Should the CUSTOMER fail to fulfil any of the following obligations, BLUESPACE shall have the right to terminate the Agreement pursuant to Article 1456 of the Italian Civil Code, and to claim compensation for all damages suffered and to be suffered:

(i) the CUSTOMER's obligations as set forth in Clauses 3, letter A) (Use of the Storage Facility and Limitation of Liability), letter B) (Access and Penalties), letter C) (Storage Facility Clearance, Clearance Costs and Release from Liability for Disposal), letter D) (CUSTOMER restrictions), 8 (Insurance - Limitation of Liability) and 12 (Credit Assignment).

In any case of default by the CUSTOMER, the Storage Facility shall be fully cleared by the CUSTOMER in accordance with Clause 3 letter C) above by the date of termination of the AGREEMENT, without prejudice to BLUESPACE's right to pursue or initiate actions against the CUSTOMER for the recovery of the amount due by the CUSTOMER. Should the clearance not be carried out, the provisions of Clause 3, letter C), second paragraph, above, shall apply. BLUESPACE will in any case block the personal access codes (PIN) to the premises, as well as the CUSTOMER's access to the Storage Facility.

Despite access being blocked, the CUSTOMER shall nevertheless retain the right to access the Storage Facility and the property stored therein, for a period not exceeding SEVEN (7) calendar days from the date of termination of the AGREEMENT, for the purpose of clearing the Storage Facility by the CUSTOMER. Such access shall be granted by BLUESPACE upon the CUSTOMER's request.

(B) FOR BREACH OF THE PAYMENT OBLIGATION

In relation to the foregoing, in the event of non-payment, late payment or returned direct debit, unless the CUSTOMER rectifies such situation within a maximum period of SEVEN (7) calendar days following BLUESPACE's request for payment, the agreement shall automatically terminate. The Storage Facility shall be fully cleared within a maximum period of SEVEN (7) calendar days from the date of receipt of the request, without prejudice to BLUESPACE's right to pursue actions against the CUSTOMER for the amount due, which may be increased by the penalties for non-payment agreed upon in the Special Terms and Conditions signed by the Customer.

10. PRIVACY AND PROTECTION OF PERSONAL DATA.

Pursuant to the applicable regulation on the protection of personal data, the GDPR (EU) 2016/679, BLUESPACE informs the CUSTOMER that the personal data provided for the purpose of entering into the AGREEMENT will be entered, upon obtaining the CUSTOMER's explicit consent, into a database owned by BLUESPACE itself, in order to maintain the ongoing business relationship and provide the CUSTOMER with marketing material on the services offered by BLUESPACE.

The data controller of such personal data is Blue Self Storage Milano S.r.l., Italian tax code 12784870961, registered office at Via Alberico Albricci 8, 20122, Milan, telephone number 800 59 66 00 and e-mail address lopd@bluespace.es.

The personal data will be used exclusively for the purpose of signing and executing the AGREEMENT. The legal basis for such processing is the execution of an agreement to which the data subject is a party.

Personal data may be communicated to entities authorised to process such data by law and to entities appointed as data processors carrying out support activities for BLUESPACE, such as security and concierge companies, law firms, insurance companies, banking institutions, companies providing IT infrastructures and IT support and consultancy services. In addition, our employees may also become aware of such personal data. Personal data will not be transferred to third countries.

Personal data will be retained for the entire term of the agreement and, following the end of the agreement, for 10 years, except where it is necessary to retain such data in order to fulfil regulatory obligations, or to establish, exercise or defend a legal claim.

The provision of personal data is a contractual obligation. In fact, without such data, it will be impossible to execute the agreement.

The CUSTOMER may exercise his/her rights of access, rectification, erasure, restriction, portability and the right to lodge a complaint with a supervisory authority. These rights may be exercised by sending a written request with a photocopy of the CUSTOMER's national identity document, addressed to the Legal Department at Via Alberico Albricci 8, 20122 Milan, Italy.

BLUESPACE guarantees the confidentiality of the data it may have access to under the AGREEMENT. BLUESPACE shall also extend this obligation to its employees and collaborators. This confidentiality obligation shall remain in force even after the end of the services provided.

11. NOTICES

All notices, requests, applications and other communications between the parties in relation to these Special Terms and Conditions must be made in writing to the addresses specified in the Special Terms and Conditions.

Both parties must give written notice of any amendment or change to the data contained in the Special Terms and Conditions within a maximum period of SEVEN (7) calendar days from the date of such change and, in particular, any change of address, telephone number or bank details.

12. CREDIT ASSIGNMENT

BLUESPACE may, without the CUSTOMER's consent, assign all or part of the rights arising from the service agreements concluded with the CUSTOMER to its lenders, to banks or to any member of their groups (including funds) or to any *facility agent* or *security agent* or *trustee* acting on their behalf, as security for BLUESPACE's obligations towards such entities arising out of any obligation under the AGREEMENT. Any assignee of such security may assign all or part of such rights for the purpose of enforcing such security assignment.

The CUSTOMER shall not have the right to assign, in whole or in part, the rights or obligations arising under this AGREEMENT without BLUESPACE's written consent.

13. MISCELLANEOUS.

Partial invalidity. Should one or more provisions of this AGREEMENT prove (in whole or in part) null and/or void or otherwise unenforceable, any other provision of this AGREEMENT, i.e. the remaining part of the null, void or unenforceable provision, shall remain in full force and effect. The parties shall, in good faith, determine substitute clauses for the null, void or unenforceable (whether in whole or in part) provisions. The content of such substitute clauses shall be as similar as possible to that of the replaced provisions, in order to preserve the overall structure and essential purpose of this AGREEMENT.

Tolerance. Any tolerance by either party of conduct of the other party that breaches the provisions contained in this AGREEMENT shall not constitute a waiver of any right arising from the breached provisions, nor of the right to require the strict fulfilment of all terms and conditions set forth herein.

Waivers. No waiver of any right or claim of any breach or non-compliance under this AGREEMENT shall be considered valid unless it is made in writing by the waiving party, and no waiver shall be deemed to be a waiver of any subsequent breach or non-compliance of the same or any other nature.

14. INDUSTRIAL AND INTELLECTUAL PROPERTY

All intellectual and industrial property rights (website content and related graphic design, logos and trademarks) are the exclusive property of BLUESPACE, which has the exclusive right to exploit them. The reproduction, distribution, dissemination, whether in whole or in part, of such rights without the prior authorisation of BLUESPACE is therefore expressly prohibited. Similarly, all distinctive signs, trademarks, trade names or symbols of any kind on the website, in documents, advertisements and any other reference to BLUESPACE are protected by the laws governing industrial and intellectual property.

15. APPLICABLE LAW AND JURISDICTION.

This AGREEMENT is governed by Italian law. The court with jurisdiction over any disputes arising from the AGREEMENT shall be the one where the Storage Facility is located—if the CUSTOMER is not a consumer; or the court of the place where the CUSTOMER resides or is domiciled, if the CUSTOMER is a consumer.