

STUDENT.COM MARKETING SERVICES AGREEMENT

THIS MARKETING SERVICES AGREEMENT ("Agreement") is made and entered into as of the date set out on the signature page ("the Effective Date") by **STUDENT.COM VENTURES LIMITED** (company number 1862347) whose registered address is Trident Chambers, PO Box 146, Wickhams Cay, Road Town, Tortola, British Virgin Islands ("**STUDENT.COM**") and the advertiser whose details are set out on the signature page (the "**Advertiser**"), each a "party" and together "the parties".

BACKGROUND

- (A) STUDENT.COM provides an accommodation marketing service and the Advertiser wishes to list its properties on STUDENT.COM's website to attract bookings from students.
- (B) STUDENT.COM and the Advertiser wish to enter this Agreement to regulate the arrangement by which students are referred to the Advertiser in return for a marketing fee payable by the Advertiser on the terms set out in this Agreement.

IT IS AGREED that:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words and phrases have the following meanings:

"Advertiser Content" means all text, information, data, software, executable code, images, audio or video material in whatever medium or form provided to STUDENT.COM by the Advertiser to market the Property;

"Confirmed Booking" means where the Advertiser has confirmed a Tenancy Agreement to STUDENT.COM whether by agreeing bookings (e.g. by email, spreadsheet or similar) or via the Advertiser's account on the Platform;

"Confidential Information" means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably to be considered to be confidential;

"Data Protection Legislation" means all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK);

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Marketing Fee" means the fee set out on the signature page, or such other fee as may be agreed via exchange of emails between the parties from time to time;

"Platform" means the Student.com Internet website for listing and promoting properties for lease by landlords to students;

"Property" means the property or properties the Advertiser wishes to list on the Platform, as set out on the signature page and/or as agreed via exchange of emails with STUDENT.COM from time to time;

"Property Representative" has the meaning given in Clause 5.2;

"Referred Student" means a student that STUDENT.COM has referred to the Advertiser with the intention that they will occupy a room in the Property;

"Rent" means the total amount of rent to be paid by the Referred Student to the Advertiser under a Tenancy Agreement in one or more instalments;

"Tenancy Agreement" means a tenancy agreement, lease, licence or any form of residential occupation agreement to be entered into between the Advertiser and a Referred Student in respect of the Property.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.3 A reference to **writing** or **written** includes e-mail.
- 1.4 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.5 References to Clauses are to the Clauses of this Agreement.

2. TERM

This Agreement shall commence on the Effective Date and shall remain in force until terminated in accordance with Clause 11.

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3. APPOINTMENT AND STUDENT.COM'S OBLIGATIONS

3.1 The Advertiser appoints STUDENT.COM to advertise the Property on the Platform and to refer students to the Advertiser so that the Advertiser may directly enter into Tenancy Agreements with Referred Students.

3.2 STUDENT.COM shall use reasonable endeavours to:

- (a) advertise the Property to potential students;
- (b) obtain and provide the Advertiser with all information reasonably required by the Advertiser in respect of Referred Students,

("Services").

3.3 The Services are not exclusive, and nothing in this Agreement will bar or limit STUDENT.COM from listing and marketing any other property; or the Advertiser from marketing the Property directly to students or indirectly through any other entity or means of marketing or advertising.

3.4 STUDENT.COM shall have no authority, and shall not hold itself out as being authorised to bind the Advertiser in any way and shall not make or enter into any contracts or commitments for or on behalf of the Advertiser. STUDENT.COM shall have no liability to the Advertiser arising out of or in connection with any Tenancy Agreement or any other contract or arrangement of any kind entered into between the Advertiser and a Referred Student.

4. ADVERTISER'S OBLIGATIONS

4.1 The Advertiser shall use reasonable endeavours to:

- (a) enter into a Tenancy Agreement with each Referred Student, provided that the Advertiser's criteria are met and there are rooms available at the Property; and
- (b) ensure that STUDENT.COM is regularly informed of the current availability of rooms at the Property.

4.2 The Advertiser warrants that:

- (a) STUDENT.COM shall be permitted to offer to students, in respect of the Property, the same terms as those offered, directly or via third parties, to the students by the Advertiser;
- (b) it has the right and authority to enter into a Tenancy Agreement in respect of the Property.

5. THE REFERRAL PROCESS

5.1 STUDENT.COM shall send the Advertiser, at intervals agreed with the Advertiser, a list of all students referred by STUDENT.COM and the Advertiser will confirm these referrals by email within seven (7) days of receipt.

5.2 The Advertiser shall appoint a single point of contact (and provide the name and contact details to STUDENT.COM) to track Confirmed Bookings (the "**Property Representative**").

5.3 The Advertiser shall (or shall procure that the Property Representative shall) promptly notify STUDENT.COM of all Confirmed Bookings and any cancellations of such Confirmed Bookings prior to the Referred Student's move-in date.

5.4 STUDENT.COM will have the right to request copies of all Tenancy Agreements and the Advertiser will provide such copies to STUDENT.COM for the purposes of auditing Confirmed Bookings.

6. THE MARKETING FEE AND PAYMENT

6.1 STUDENT.COM shall be entitled to the Marketing Fee in respect of each Confirmed Booking.

6.2 The Marketing Fee shall be payable by the Advertiser within thirty (30) days of receipt of STUDENT.COM's invoice.

6.3 In the event that:

- (a) a Confirmed Booking is cancelled by a Referred Student prior to the Referred Student moving into the Property; and
- (b) the Advertiser has notified STUDENT.COM of such cancellation; and
- (c) the Advertiser has paid the Marketing Fee for such Confirmed Booking,

STUDENT.COM will issue a credit note to the Advertiser for the Marketing Fee in respect of that Confirmed Booking.

6.4 Without prejudice to any other right or remedy that it may have, if the Advertiser fails to pay STUDENT.COM any sum due under this Agreement by the due date shown on STUDENT.COM's invoice:

- (a) the Advertiser shall pay interest on the overdue amount at the rate of four percent (4%) per annum above Barclays Bank PLC's base rate in force from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Advertiser shall pay the interest together with the overdue amount; and
- (b) STUDENT.COM may suspend all or part of the Services until payment has been made in full.

6.5 Termination of this Agreement, howsoever arising, shall not affect the continuation in force of this Clause 6 and the Advertiser's obligation to pay the Marketing Fee to STUDENT.COM in accordance with it.

7. DATA PROTECTION

7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

7.2 To the extent that either party processes Personal Data (as defined in the Data Protection Legislation) on behalf of the other party in connection with the performance of its obligations under this Agreement, that party shall:

- (a) process Personal Data only to the extent as is necessary for the purposes specified by this Agreement and in accordance with the other party's instructions;
- (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against

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accidental loss or destruction of, or damage to, Personal Data;

- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (d) promptly notify the other party upon becoming aware of any actual or suspected loss or disclosure of any Personal Data processed in connection with this Agreement.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 STUDENT.COM owns all right, title and interest in the Platform including but not limited to all Intellectual Property Rights therein and nothing in this Agreement creates a licence or any right on behalf of the Advertiser to the Platform.
- 8.2 During the term of this Agreement, the Advertiser grants to STUDENT.COM a fully paid-up, worldwide, non-exclusive, royalty free, revocable licence (including the right to sub-license) to distribute the Advertiser Content on the Platform and to use, copy and modify the Advertiser Content for the purpose of STUDENT.COM performing its obligations under this Agreement.
- 8.3 The Advertiser warrants that it has full power and authority to grant the licence under Clause 8.2 and that the Advertiser Content does not infringe any third party Intellectual Property Rights.

9. INDEMNITY AND LIMITATION OF LIABILITY

- 9.1 The Advertiser shall indemnify, defend and hold harmless STUDENT.COM, its group companies and their respective directors, officers, employees, agents and representatives from and against any and all claims, as well as any and all liabilities, costs, expenses, damages and losses arising out of or in connection with any Tenancy Agreement, the condition or habitability of the Property, any actual or alleged infringement of a third party's Intellectual Property Rights, any breach of any Data Protection Legislation, or any violation of law or regulation by the Advertiser, its employees or representatives.
- 9.2 Nothing in this Agreement shall exclude or limit the liability of either party for: death or personal injury caused by its negligence; fraud; or, any other liability that may not be excluded or limited by law.
- 9.3 Subject to Clause 9.2, neither party shall be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:
 - (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of or damage to goodwill;
 - (f) any indirect or consequential loss.
- 9.4 Save in respect of the indemnity given in Clause 9.1 and subject to Clauses 9.2 and 9.3, each party's total liability to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection

with this Agreement shall be limited in respect of all claims (connected or unconnected) in any consecutive twelve (12) month period, to the equivalent of the total Marketing Fee paid by the Advertiser to STUDENT.COM in that period.

- 9.5 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 (as amended, extended or re-enacted and including all subordinate legislation made from time to time) are, to the fullest extent permitted by law, excluded from this Agreement.

10. CONFIDENTIALITY

- 10.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of two (2) years after termination of this Agreement, disclose to any person any Confidential Information, except as permitted by Clause 10.2.
- 10.2 Each party may disclose the other party's Confidential Information:
 - (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement; Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this Clause 10; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3 No party shall use any other party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

11. TERMINATION

- 11.1 Either party may terminate this Agreement at any time upon giving the other party not less than one (1) month's prior written notice.
- 11.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
 - (a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment;
 - (b) the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;
 - (c) any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the other party or if the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the other party) or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the other party

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or if the other party cease or threatens to cease to carry on business.

12. CONSEQUENCES OF TERMINATION

12.1 Upon termination of this Agreement (however caused):

- (a) the Advertiser shall immediately pay to STUDENT.COM any Marketing Fee which is due but unpaid;
- (b) the following Clauses shall continue in force: Clause 6 (The Marketing Fee and Payment), Clause 9 (Indemnity and Limitation of Liability), Clause 10 (Confidentiality), Clause 17 (Notices), and Clause 18 (Governing Law and Disputes).

12.2 The termination or expiry of this Agreement (however caused) will not affect any rights and/or liabilities of either party which have accrued before termination or expiry, or any provision of this Agreement which expressly or by implication is intended to come into or continue in effect on or after termination or expiry.

13. FORCE MAJEURE

13.1 No party will be liable to the other for any delay or non-performance of its obligations under this Agreement, other than an obligation to make payment, arising from any cause or causes beyond its reasonable control including without limitation any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion.

14. NO PARTNERSHIP OR AGENCY

14.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

15. ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.2 This Agreement may be translated into a language other than English for the convenience of the parties. Should there be any discrepancy between the English version and the translated version, the English version will take precedence.

15.3 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

15.4 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

15.5 Nothing in this Clause shall limit or exclude any liability for fraud.

16. GENERAL

16.1 Unless otherwise specified herein, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.2 STUDENT.COM may assign or transfer any of its rights and obligations under this Agreement to a member of its own corporate group.

16.3 Subject to Clause 16.2 this Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other party.

16.4 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.5 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain unaffected and in force.

16.6 Each party will bear its own costs and expenses incurred in relation to the negotiation, preparation, execution and implementation of this Agreement.

16.7 Neither party will make any announcement relating to this Agreement or its subject matter without the prior written approval of the other party (such approval not to be unreasonably withheld or delayed).

16.8 This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will together constitute a single agreement.

16.9 Each party represents, warrants and guarantees that any individual signing this Agreement on its behalf has full authority to do so. Each party represents that it has the power and actual authority to enter into this Agreement and to be bound by the terms and conditions contained herein.

16.10 Any person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (as amended, extended or re-enacted and including all subordinate legislation made from time to time) to enforce any term of this Agreement, but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

17. NOTICES

17.1 Notices under this Agreement shall be in writing and sent to the party's address given in this Agreement or as otherwise notified in writing. Notices may be delivered by hand or by courier, or sent by first class post. If delivered by hand or by courier they shall be deemed received on signature of a delivery receipt. If posted they shall be deemed received four (4) calendar days following the date of posting.

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17.2 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.3 For the purposes of this Clause, "writing" shall not include e-mail.

18. GOVERNING LAW AND DISPUTES

18.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law.

18.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS whereof the parties have executed this Agreement on the day and year first written above.

SIGNED on behalf of **Advertiser**

(Signature)

Name: Irene Trujillo Felix

Title: Country Director, Spain.

SIGNED on behalf of **STUDENT.COM VENTURES LIMITED**

(Signature)

Name: Luke Nolan

Title: CEO

Dated: *Monday 21, February 2022*

Advertiser: Dovevivo Espana, SL

Calle Fernández de la Hoz, 7-1 PLT, Madrid, 28010

Property: Dovevivo properties

Company number: NIF B01768365

Marketing Fee: a fee of **five percent (5%)** of the total Rent payment under a Tenancy Agreement