

STUDENT ACCOMMODATION AGREEMENT



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STUDENT ACCOMMODATION AGREEMENT

In Madrid, a [*] of [*] of 2019

TOGETHER

A. On the one hand, D. Christopher Holloway, with N.I.E. number X4184255-A and professional address at [*], with email address: [*], on behalf of the company "[*]", with N.I.F. number B - [*], domiciled in *, who operates the Student Accommodation [*], located in [*] (hereinafter, the "Residence").

B. On the other hand, D./Dña. [*], with N.I.F. number [*], and with domicile for these purposes (other than the Residence) in [*], and with an email address: [*], and telephone [*], (hereinafter, the "Resident", in its broadest and non-exclusive meaning).

C. [In the event that the Resident is a minor

And on the other hand, D./Dña. [*], with N.I.F. number [*], and with address for this purpose in [*], with email address: [*] (hereinafter, the "Guardian")]

D. [In the event that the invoices for the services are detailed in this Contract, they will be paid by a natural or legal person, other than the Resident

And on the other hand D./Dña. [*], old mayor, with N.I.F. number [*], and with address for [*] purposes, with email address: [*] (hereinafter, the "Payer")]

Hereinafter, the parties identified above shall be referred to as "Parties", and each as a "Party", recognizing the representation in which it acts and sufficient legal capacity for this act,

AGREE

I. That the Residence offers a complete accommodation and maintenance service for university students and / or people related to the world of higher education.

II. What interests you? Why not?

CLAUSES

1. ROOM TYPE AND RATES.

Type of Room offered through the application process for admission (hereinafter, the "Room") and rates (Taxes included) chosen by the Resident, according to the Room Type included as ANNEX I

2. ROOM RESERVATION

In order to reserve and confirm the booking of the Room (hereinafter the "Room Reservation"), the Resident must have paid €800 as a deposit (hereinafter the "Deposit"), as well as the equivalent of a monthly payment (Taxes included) of the contract corresponding to the Room (hereinafter the "Monthly Payment"), as a Rental Guarantee Deposit (hereinafter the "Rental Guarantee Deposit").

Room Reservation = Rental Guarantee Deposit + Security Deposit

2.1 SECURITY DEPOSIT: Delivery of a sum of money (€ 800) as a guarantee of the fulfilment of the Contract, and fundamentally of the damages that the Resident may cause in the Residence and that are not a consequence of the normal use of Room or Facilities.

The Security Deposit will be returned upon completion of the term of this Agreement. If there are no deductions to be applied, it will be returned within sixty (60) days following the date of departure from the Residence. If, on the contrary, deductions have to be applied to the Deposit, it will be returned within sixty (60) days following the date of repair or restitution of the damaged elements. The 60-day term is established under the return period of a SEPA (Single Euro Payments Area) direct debit.

If, due to abandonment or early cancellation of the Room, the termination date of the Contract is not met, the Resident and / or Payer will not be entitled to the refund of the Security Deposit nor the Rental Guarantee deposit.

2.2 RENTAL GUARANTEE DEPOSIT: Deposit of an amount (equivalent to a Monthly Payment of the Contract corresponding to the Room) that serves to protect and guarantee compliance with the terms and clauses of the Contract, mainly non-payments.

The Security Deposit may be used as payment of the last Monthly Effective Stay, provided the Residence is notified, in writing, between April 1 and 30. In the event of early cancellation of the place, the Resident and / or Payer will not be entitled to the return of this Security Deposit, unless the Residence is notified at least one month in advance and in writing (in forward the "Preaviso"). In that case, the Security Deposit will be applied to the payment of that last month of effective stay.

3. CONFIRMATION OF BOOKING.

3.1 PAYMENT PERIODS. To confirm the booking, it is necessary to pay Deposit within five business days following the notification of admission. The Booking will not be confirmed until such payment has been received. The rest of the payments will be made according to one of the following calendars:

Admissions Received <u>before 1 June</u>	
Amount	Period
250€	In the 5 days following admission confirmation.
550€	No later than 1st July
Rental Guarantee Deposit (equivalent of 1 month rent)	No más tarde del día 31 de julio.

Admissions received <u>After 1 June</u>	
Amount	Period
800€	Upon confirmation of admission.
Rental Guarantee Deposit (equivalent of 1 month rent)	Max 60 days from admission confirmation and in any case before entry to the Residence.

3.2 REFUND. the payment of the aforementioned Reservation (Deposit + Security Deposit) will be refunded only in the event of not being admitted to a university in the province where the Residence is located, and with prior written proof of payment of the University admission fees in another province other than that of the Residence.

3.3 EXEMPTION TO CLAUSE 3.2. The previous section will not be applicable once the physical entry into the Residence has been made and, therefore, the payment of the Room Reservation (Deposit + Security Deposit) will not be refunded.

4. PAYMENT METHODS.

The fees for the academic year may be paid by one of these two modalities:

Payment Method	Choice
Annual Payment	<input type="checkbox"/>
Installment Payment	<input type="checkbox"/>

4.1 Annual payment. Will be made through a single account deposit in favour of the Residence at the IBAN [*] (Bank [*]), and always before arrival at the Residence.

4.2 Advantages of the annual payment. The Resident and / or Payer who chooses the annual payment will have the following advantages over the Resident who opts for a installment payment in monthly installments: (I) will not have to pay the Security Deposit and (ii) obtain a discount of one 5% on the applicable rates whose final amount to be paid is reflected in ANNEX I.

The refund of this annual payment will be penalized, for any of the causes established in this Contract, and the calculation of the amount to be reimbursed will be carried out in accordance with the installment payment rate and the actual termination date of the Contract, thus losing via reimbursement, the 5% discount applied to the annual payment method.

4.3 Payment in installments. Will be done by direct debit, on the first five business days of each month.

The amount of the Monthly Payment to be paid by the Resident and / or Payer who chooses the installment payment is reflected in ANNEX I.

4.4 Concepts included in the residence stay. Includes: the rental of the fully furnished room, weekly cleaning service in the rooms; linen and towels; electricity, water, gas and electricity bills; access to the gym of any of our residences; Wifi and cable Internet in the rooms and throughout the building; 24h staff; Video surveillance & CCTV and access and enjoy all common areas. In addition, full board service is included (breakfast, lunch and dinner, every day of the week for the duration of the academic year Contract, except for Christmas and Easter holidays). Depending on the Residence in question, there may be exceptions to the previous regime and / or applicable promotions¹.

Not included in the rates reflected in ANNEX I: car parking, telephone calls, washers and dryers for personal clothing, photocopies / reprography service and any other service not

¹ Full board only applies to Galdós, El Faro, Lope de Vega and Aleu. In Claraval, no board is included. In Garbí, full board is not included in the cluster flats.

expressly included in the rate that is considered payment (Cafeteria service not included in the full board, rental of bicycles or scooters, etc.).

5. DIRECT DEBIT.

5.1 AUTHORIZATION. The Payer / Guardian of the Resident expressly authorizes the Residence to present for payment the receipts corresponding to the provision of services here agreed, in the bank account whose data were entered for this purpose in the Bank Direct Debit Order (SEPA), which is a Mandatory part of the documentation to be submitted and attached to this Contract as ANNEX II.

5.2 PAYMENTS: Any expenses of return of receipts and / or remittance representation will be borne by the Resident and / or Payer. Likewise, all those expenses generated to the Residence as a result of a process of collection or recovery of money, whether notifications, legal and / or judicial expenses, will be borne by the Resident that causes them.

6. DOCUMENTATION TO PRESENT.

Together with this Contract and its duly signed annexes, the Resident must provide: a copy of the DNI / Passport of the signatories (preferably scanned), passport photograph, receipt of the registration of the studies to be taken and / or letter of admission, as well as a medical certificate in case of allergies.

7. DURATION OF THE CONTRACT.

7.1 DURATION The duration of the Contract must be at least 9 months. Other terms of stay in the Residence may be agreed and established in accordance with the provisions of ANNEX III.

7.2 PERIOD. This Contract is granted for the period between 12: 00h of the day [*] and 12: 00h of the day [*].

7.3 EXTENSION. This Agreement may only be extended, by express agreement of both Parties, through the granting of a new Contract or an extension annex to this Agreement. For these purposes, and once the Contract is terminated, the Resident who has an interest in remaining in the Residence for a period longer than the one established in the Contract, as the case may be, must notify the Management of the Residence at least two months of in advance and in writing. The extensions subscribed will be made for full weeks and not for months.

7.4 EXTENSIONS WITHOUT COMMUNICATION. The unilateral extension of the stay is not allowed. All extensions must be authorized by the Department of Residence.

8. ARRIVAL AND DEPARTURE.

8.1 ARRIVAL. The Arrival of the Resident to the Residence will take place on the first day of the Contract period. Upon arrival you will be given a welcome pack with documentation and the key to your room, which will be for personal and non-transferable use.

Loss of the key, which must be communicated immediately to the Management of the Residence, entails a supplementary surcharge of €20, for each key that is given to the Resident. Payment of this surcharge may be in cash or by means of a discount in the Deposit at the end of the Contract.

8.2 DELAY IN ARRIVAL. In the event that the Resident has to delay his arrival, he must communicate it in writing, at least one week in advance, to the Residence, indicating the day of arrival. As a deadline, the incorporation to the Residence must be made within a maximum period of thirty (30) days from the date of commencement of the Contract, being considered unilaterally cancelled. If this is the case, the Residence may reassign its place to another person, and both the Security Deposit and the Deposit will be retained by the Residence as compensation.

8.3 CONSEQUENCES OF DELAY. The delay of entry into the Residence will not affect the amount of the payment to it since, for these purposes, only the day communicated to the Residence in writing will be taken into account as the first day of the Contract period, as mentioned in section 7.2, and this is reflected in the Contract, as long as the term of the Contract is fulfilled, as established in section 7.1.

8.4 OUTPUT The departure of the Residence will take place on the last day of the Contract period, before 12:00 hours, unless the Resident communicates previously, at least one month in advance, and in writing to the Residence, intention to leave on a previous date (which in any case must correspond to a business day during working hours), in which case no claim of partial payment of the price of the last month of stay will be admitted. The Resident must go to the Residence Administration to check out, as well as to return the key. If for any reason the key is not delivered, the amount of €20 of the Deposit will be deducted. All belongings that remain in the room will be made available to the Residence, without the possibility of a subsequent claim.

9. EARLY CANCELLATION OF THE BOOKING.

9.1 PENALTY. In the case of early abandonment or cancellation of the Room, not fulfilling, therefore, the total duration of the Contract, the Resident and / or the Payer will not be entitled to the refund of the Deposit. Likewise, you will not have the right to the return of the Security Deposit, unless the Residence is notified at least one month in advance and in writing. In this case, the Rental Guarantee Deposit will be applied to the payment of the last month of effective stay.

9.2 JUSTIFIED CAUSE. In the event that the early cancellation of the Room is motivated by serious, unpredictable personal causes beyond the control of the Resident, both the Security Deposit and the Deposit will be returned, as long as it is sufficiently accredited before the Management of the Residence and under its sole discretion, the cause of the termination of the Contract with the corresponding proof. If the cause does not remain, in the opinion of the Management of the Residence, sufficiently accredited, the cancellation of the Room will be considered voluntary and, therefore, the Resident and / or the Payer will not be entitled to the return of the money entered as RESERVATION OF ROOM.

10. INTERNAL CODE OF CONDUCT.

The signing of this Contract entails the acceptance of the Internal Code of Conduct in its entirety (attached to this Contract as ANNEX IV and published on the website of the Residence) and is an indispensable condition for the confirmation of the Reservation.

10.1 COMPLIANCE WITH THE REGULATIONS. In this regard, the Resident is obliged to comply without restriction or reservation, the rules contemplated in the Internal Code of Conduct and the different rules of use of common spaces, Internet, computer network and / or appliances or utensils put at the Resident's disposition, both in the accommodation contracted, as in the common areas, as well as in each and every one

of the modifications approved in the future. Such modifications will be communicated personally to each Resident.

For their part, the Residents assume the responsibilities of any type (administrative, civil, criminal, etc.) that entails the breach of current regulations.

10.2 FRIENDLY CO-LIVING. The Residents commit themselves to the principle of Friendly Co-living whose spirit extends, but is not limited, to the absolute respect of the study, rest, freedom of movement and expression and / or any other constitutional right of the other Residents, the employees of the Residence and partner companies, including catering, cleaning and security services.

10.3 INAPPROPRIATE BEHAVIOUR. The Residence may notify the Parent, Guardian or the Payer, of inappropriate and incompatible behaviour with the rules of the Code of Conduct of the Residence, after a first verbal notice to the Resident, and a second written notice. If a case is considered very serious, at the discretion of the Residence, the notification will be made directly to the Parent, Guardian or to the Payer, without prior notice to the Resident.

11. INVENTORY, REVISIONS AND DEDUCTIONS.

11.1 INVENTORY. At the time of entry into the Residence, the assigned room number will be communicated to the Resident. Attached to this Contract as ANNEX V, is the document "Inventory of the room", which will have to be returned signed within a maximum period of two days from the entry into the Residence, once the inspection of the same has been carried out, writing down the comments the Resident deems appropriate and even providing photographs if deemed necessary. If after that period the Resident had not returned the signed inventory, it will be understood, for all intents and purposes, that the household items are in perfect condition.

Appliances are understood as all those objects owned by the Residence included in each room for the personal use of the Residents and which are described in ANNEX V attached to this Contract.

11.2 REVISIONS

11.2.1 TERMLY. Throughout the period of validity of the Contract, termly revisions will be carried out to check the state of conservation of the accommodation and of the other furniture elements that each one was provided, prior notice to the Resident.

11.2.2 FINAL REVIEW. During the last seven calendar days of the period of validity of the Contract, a joint visit of the accommodation will be made, in order to contrast it with the document "Inventory of the room" signed on the date of entry into the Residence, prior notice to the resident.

11.3 DEDUCTIONS. The amount of all damages identified at the time of the aforementioned inspection of the accommodation, which are missing or damaged, or have suffered abnormal wear and tear will be deducted from the Deposit. The deduction will always be made once the proof of payment of the corresponding repair or restitution has been presented to the Resident, as well as the cost of the labour incurred, if applicable. Likewise, any damage produced in the facilities or in the furniture, both inside and outside the rooms, will be communicated in writing to the staff of the Residence. If the damage had been caused by improper use of the same, the amount of its refund must be deducted from the Deposit paid by the Resident that originated it.

2. SMOKING BAN.

Smoking is not allowed throughout the building, so those Residents who do so will be sanctioned according to the Disciplinary Regulations attached to this Contract as part of ANNEX IV. Likewise, those Residents who smoke in the rooms will be deducted from the Deposit the extra cost of cleaning and conditioning them, which occurs as a result of tobacco.

13. LOSSES AND THEFT.

The Management of the Residence is not responsible in any case for the theft of objects, money, etc., that occur within the rooms or in any other common area of the Residence, as well as for theft or damage that may occur in the vehicles parked in the parking lots of the Residence. In this regard, Residents are advised not to leave abandoned belongings in common spaces.

14. CAUSES OF RESOLUTION OF CONTRACT.

The following shall be grounds for termination of this Agreement:

14.1 The delay in the payment of the fee for the use of the Room or any other amount that the Resident has been obliged to pay, for a period exceeding thirty days.

14.2 The commission of a very serious offense in accordance with the provisions of the Internal Code of Conduct, as well as the commission of two serious or three minor offenses, during the period of validity of this Contract.

14.3 The alteration in the use and / or destination of the accommodation, as well as its characteristics.

14.4 Failure by any of the parties to the essential obligations of the Contract.

14.5 The realization by the Resident of illegal activities or that endanger the health of the other Residents or of the staff of the Residence, vexatious acts that undermine the dignity of other Residents or of the staff of the Residence, as well as actions that threaten the security, hygiene and integrity of the Residence, or that alter the tranquility of living together in the Residence. Especially, participation in Hazing.

14.6 Any act or omission classified as a crime under current legislation, on the date of commission of said act or omission.

14.7 The judicial conviction of a Resident for the commission of a crime, since it implies the definitive de facto expulsion of the Resident.

14.8 Any others provided for in current legislation, in this Contract or in the Internal Coexistence Regulations.

In any case, the termination of the Contract may not occur without prior written communication to the Resident. Once the same has been duly notified, the Resident is obliged to hand over the keys and release the accommodation assigned under this Contract, within a maximum period of 72 hours. If after this period, the accommodation is not released, the Residence reserves the right to change the entry code in it, as well as to take possession of all personal belongings that had not been withdrawn by the Resident.

15. MODIFICATIONS TO THE CONTRACT.

The Resident expressly authorizes the Residence to be able to modify the content of this Contract and the documentation attached thereto by imposition of administrative or judicial authority. Modifications that occur must be made known to the Resident for their information.

16. REBOOKING OF THE ROOM.

16.1 Rebooking of the Room is not automatic. The Residence reserves the right to renew the places at the discretion of the Management of the Residence.

16.2 The request for renewal of the Room must be communicated within the period indicated to the Residents by the Administration of the Residence. The application process will be the same as for new applications.

16.3 Residents who renovate the Room will have priority when requesting room type, but never the number of the same. However, the Residence cannot guarantee the availability of the type of room requested.

17. POWERS OF THE RESIDENTIAL ENTITY.

17.1 REGROUP. The Management of the Residence, for organizational reasons, may regroup those Residents who occupy double rooms and, once the course has begun, remain without a roommate. These Residents will be obliged to relocate according to the order established by the Residence Management, and even to change rooms, if the Residence Management deems it appropriate.

17.2 ENTRY IN ROOMS. The Residence Management reserves the right of entry to the rooms, to make revisions of them, without prior notice, as well as to facilitate access to third parties, in case of breakdowns or repairs, for health reasons, for other reasons of urgent need and in all cases in which the Management of the Residence deems appropriate.

17.3 CORRESPONDENCE. The signing of this Contract automatically authorizes the Residence to receive at the reception ordinary, certified correspondence, packages and messaging in general, which are sent to the Residents. If a Resident does not want the Residence to receive their correspondence, they must indicate it to the Residence expressly and in writing.

All correspondence received will remain at the reception of the Residence, waiting to be withdrawn by the recipient, for six (6) days. On the 7th day the Residence will proceed to return said correspondence.

18. NOTIFICATIONS.

18.1 ADDRESS. For the purpose of receiving any notification related to the rights and obligations recognized in this Contract or with any circumstance related to non-payment by the Resident, the Residence is designated as the address for written notifications, the @ mail: * of the Residence, included in this Contract and for unwritten notifications, the Administration Office of the Residence to which the Resident belongs, which appears in the appearance of this Contract

19. IMAGE RIGHTS AND / OR INTELLECTUAL PROPERTY.

The Resident authorizes the capture, fixation and use of images (either through photographs or video recordings) in which it appears, individually or in groups, on the

occasion of the events organized by the Residence, for editing and use for marketing purposes, for publication and / or exposure through any external and internal communication channels and by any means of communication, including the Internet. You are expressly informed that this material may be uploaded to social networks and used for the same purposes not only by the Residence but by any of the companies in your group, as well as by others associated with Nexo Residencias.

The Resident shall not be entitled to any compensation due to said use and transfer of rights, which is not subject to any temporary term, nor restricted to the national scope of any country.

Additionally, the Resident declares and acknowledges that any intellectual property rights that may arise, where appropriate, from the photographs taken are the sole property of the Residence and the authors of said works.

20. DATA PROTECTION.

20.1 The Resident declares and acknowledges that, due to his / her stay in the Residence and / or in the framework of the events organized by the same, he could have access to confidential information that, for mere enunciative purposes, includes any type of information related to the Residence or the companies of its group and / or associates, of an economic, financial, technical, commercial, strategic or any other nature, whether in oral, written, electronic, magnetic or any other format. The Resident understands that he or she cannot disclose that information to third parties, not even to relatives, unless they have the prior express and written authorization of the Residence.

20.2 The Residence is a company managed by Uninest Residencias S.L. (the "Manager"), owned by Global Student Accommodation España, S.L., known as "GSAE". In compliance with the provisions of the applicable data protection regulations (mainly, the General Data Protection Regulation -Regulation (EU) 2016 / 679-) and Organic Law 3/2018, of December 5, on the protection of personal data and guarantee of digital rights), the Resident and their parents or legal guardians (as part of this Contract) are informed that the personal data contained in this Contract and those provided to the Manager by reason of their stay, They can be included in a file and treated to:

- (i) the correct execution and development of this Contract (in this case, the legitimizing basis will be the execution of the said Contract and the fulfillment of legal obligations);
- (ii) the commercialization and promotion of services, as well as the offer of accommodation for future years (the legitimizing basis of the treatment in this case is the legitimate interest of the Manager in promoting its activities);
- (iii) in relation to the image / photographs or recordings captured, for use in resident identification cards (in this case, the legitimizing basis of the treatment is the legitimate interest of the Manager to carry out an adequate management of its services) and for marketing and commercial prospecting purposes (in this case, the legitimizing basis is consent);

I consent to the treatment of my image for marketing and commercial prospecting purposes.

- (iv) access control to the residence facilities and video surveillance (in this case, the legitimizing basis of the treatment will be the legitimate interest of the Manager in

- verifying the identity of those who access the facilities, as well as preserving the security of people and goods and their facilities);
- (v) carry out recovery actions, in the event that this is strictly necessary;
 - (vi) including its prior communication, the development of any structural modification operation of companies or the contribution or transmission of business or branch of business activity, provided that the treatments are necessary for the good purpose of the operation and guarantee, where appropriate, continuity in the provision of services (in this case, the legitimizing basis of the treatment is the legitimate interest of the Manager in carrying out such commercial restructuring activities); Y
 - (vii) supervise compliance with the Internal Code of Conduct, as well as for the adoption of the corresponding disciplinary actions in case of non-compliance with the norms that are integrated in it (in this case, the legitimate basis of the treatment is the legitimate interest of the Manager to guarantee the coexistence -principle of friendly coexistence- of all the Residents, as well as the fulfillment of the contractual obligations with the rest of the Residents).

The Resident is informed that their data may be shared with other companies of the GSAE group in line with the details contained in the privacy statement available on the website <https://nexoresidencias.com/politica-de-privacidad>. Likewise, the data may be shared with potential investors and their advisors (within the framework of the purposes and with the legitimizing base indicated above) and with our advisors (including our lawyers, in which case the transfer of your data will be protected in the legitimate interest of the Manager to defend their legitimate interests). They could also be shared with service providers, among others, cleaning services, laundry, debt recovery or restoration management.

Some of these service providers may be located in territories, such as the US, that do not offer a level of protection equivalent to that offered within the EEA. In such cases, the Manager will adopt the necessary safeguard measures in order to protect its information adequately. You can obtain a copy of these guarantees or safeguards by contacting our Data Protection Officer at the address for notifications of the Residence.

The data will be kept for the time necessary for the execution of the Contract, the realization of the corresponding promotional campaigns (internal or external) and for which they may be relevant or until you revoke the license granted in terms of image rights, as appropriate, and then they will remain blocked for the necessary time and with the sole purpose of complying with legal obligations and for other reasons of legitimate interest (for example, the defense of the interests of the Manager against a possible claim).

This privacy statement will not apply to any personal information that is collected by third parties, individuals, organizations or other web pages accessible from GSAE or those that may be linked. In the case of third parties collecting personal information, it will be the privacy policies of said third parties that apply.

If you do not wish to receive promotional communications, check the corresponding boxes:

- @E-mail
- Phone

SMS

Social networks

20.3 Likewise, the Resident is informed of the possibility of exercising the rights of access, rectification, cancellation and / or opposition (in particular when the treatment is based on a legitimate interest), limitation of the treatment, portability, no longer being subject to decisions automated individual and other rights recognized by the applicable regulations, by contacting the Manager at the address * Calle Santa Engracia, 6. Floor 1. 28010 Madrid. Similarly, if you deem it necessary, you can file a claim with the Spanish Agency for Data Protection (www.aepd.com).

You can consult additional and detailed information regarding the data processing carried out by the companies of the GSAE group by visiting our website: <https://nexoresidencias.com/politica-de-privacidad>.

20.4 The Manager reserves the right not to disclose to the Resident Guardian, parents of the Resident or the Payer, all those issues of the Residents, of legal age, that are framed within the sphere of the strictly personal.

21. APPLICABLE LEGISLATION AND JURISDICTION

21.1 The Parties agree that, for any questions that may arise in relation to the interpretation or application of this Contract, as well as with respect to those aspects not provided for therein, the common Spanish legislation will apply, and in particular Law 29/1994, of 24 November, of Urban Leases.

21.2 The Parties waiving their own jurisdiction or to which they may correspond, for the interpretation and resolution of the conflicts that may arise between them as a result of this Contract, are subject to the jurisdiction of the Courts and Tribunals of Madrid capital.

And in proof of reading, understanding and conformity, they sign in duplicate the present Contract and its annexes in all its sheets, in place and date ut supra.

The Residence

The Resident

D. Christopher Holloway

[*]

The Resident Tutor

The Payer

[*]

[*]

ANNEX I

TYPES OF PLACES AND RATES

Residence	Type of room	Monthly amount (VAT included)	Annual amount (VAT included)
Residencia de Estudiantes GARBI	<input type="checkbox"/> Double	1.094,5 €	9.357,98 €
	<input type="checkbox"/> Single Apart.	1.226,5 €	10.486,58 €
	<input type="checkbox"/> Single Basica	1.446,5 €	12.367,58 €
	<input type="checkbox"/> Single Sup. Apart.	1.336,5 €	11.427,08 €
	<input type="checkbox"/> Single Superior	1.666,5 €	14.248,58 €
	<input type="checkbox"/> Single	1.556,5 €	13.308,08 €
	<input type="checkbox"/> Single XS	1.336,5 €	11.427,08 €
	<input type="checkbox"/> DDA	1.556,5 €	13.308,08 €

This Contract is granted for the period between 12: 00h of the day [*] and 12: 00h of the day [*].

Send a signed copy of this Annex to the Residence by e-mail to the email address: [*] before the day [*].

The Resident

[*]

The Resident Tutor

The Payer

[*]

[*]

ANNEX II

SEPA-BANK ADDRESS



Orden de domiciliación de Adeudo Directo SEPA/CORE SEPA Direct Debit Mandate

A cumplir por el acreedor

To be completed by the creditor

Referencia de la orden de domiciliación:

Mandate reference

Identificador del acreedor:

Creditor Identifier

Nombre del acreedor / Creditor's name

Dirección / Address

Código postal - Población - Provincia / Postal Code - City - Town

Mediante la firma de esta orden de domiciliación, el deudor autoriza (A) al acreedor a enviar instrucciones a la entidad del deudor para adeudar su cuenta y (B) a la entidad para efectuar los adeudos en su cuenta siguiendo las instrucciones del acreedor. Como parte de sus derechos, el deudor está legitimado al reembolso por su entidad en los términos y condiciones del contrato suscrito con la misma. La solicitud de reembolso deberá efectuarse dentro de las ocho semanas que siguen a la fecha de adeudo en cuenta. Puede obtener información adicional sobre sus derechos en su entidad financiera.

By signing this mandate form, you authorise (A) the Creditor to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from the Creditor. As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within eight weeks starting from the date on which your account was debited. Your rights are explained in a statement that you can obtain from your bank.

A cumplir por el deudor

Nombre del deudor/es / Debtor's name

(titular/es de la cuenta de cargo)

Dirección del deudor / Address of the debtor

Código postal - Población - Provincia / Postal Code - City - Town

País del deudor / Country of the debtor

Swift BIC (puede contener 8 u 11 posiciones) / Swift BIC (up to 8 or 11 characters)

Número de cuenta - IBAN / Account number - IBAN

En España el IBAN consta de 24 posiciones comenzando siempre por ES / Spanish IBAN of 24 positions starting ES

Tipo de pago:

Type of payment:

Pago recurrente

Recurrent payment

o

or

Pago único

One-off payment

Fecha - Localidad:

Date - Location in which you are signing

Firma del deudor:

Signature of the debtor

RESPONSABLE: [INCLUIR DENOMINACION DE ACREEDOR]. | FINALIDAD PRINCIPAL: las indicadas en el presente documento, esto es, enviar órdenes a su entidad financiera para adeudar los importes correspondientes a su cuenta, de acuerdo con las órdenes de [INCLUIR DENOMINACION DE DEUDOR]. | LEGITIMACIÓN: ejecución de un contrato / relación comercial | DESTINATARIOS: No se cederán datos a terceros, salvo autorización expresa u obligación legal. | DERECHOS: acceso, rectificación, supresión, limitación del tratamiento, oposición y portabilidad de los datos, y derecho a no ser objeto de decisiones individuales automatizadas; podrás ejercitarlos en [INCLUIR EMAIL O DIRECCIÓN], acompañando fotocopia de DNI u otro documento de identificación equivalente. | INFORMACIÓN ADICIONAL: puede consultar la información adicional y detallada sobre nuestra política de privacidad en [INCLUIR DESTINO DEL ACREEDOR DONDE TENGA ESTA INFORMACIÓN ADICIONAL -WEB, FÍSICAMENTE, ETC.).

RESPONSIBLE PERSON: [INCLUDE CREDITOR'S DENOMINATION], | MAIN PURPOSE: the one indicated in this document, that is, sending orders to your financial institution to debit your account in accordance with the orders of [INCLUDE DEBTOR'S DENOMINATION]. | LEGITIMATION: execution of a contract / business relationship | RECIPIENTS: Data will not be transferred to third parties, unless express authorization or legal obligation. | RIGHTS: access, rectification, deletion, limitation of treatment, opposition and portability of data, and the right not to be subject to automated individual decisions; You can exercise them in [INCLUDE EMAIL OR ADDRESS], with an ID card or any other equivalent identification document. | ADDITIONAL INFORMATION: you can consult the additional and detailed information on our privacy policy in [INCLUDE WHERE YOU HAVE THIS ADDITIONAL INFORMATION -WEB, PHYSICALLY, ETC.).

¿Existen cotitulares de la cuenta bancaria facilitada? Si/No. En caso afirmativo, indicar nombre: [INCLUIR NOMBRE Y APELLIDOS].

Are there co-owners of the bank account provided? Yes/No. If yes, indicate name: [INCLUDE NAME AND SURNAME].

Firma del cotitular: _____

Signature of co-owner

ANNEX III

CONTRACT PERIOD

As reflected in clause 7.1 ("Duration"), the duration of the Contract must be at least 9 months.

However, and for this particular case, the Parties agree that the duration of the contract will be from ____ of _____ of 20__ to ____ of _____ of 20__.

In everything else, those established in this Contract shall apply.

ANNEX IV

INTERNAL CODE OF CONDUCT

| Friendly Co-Living |

Residents commit themselves to the principle of Friendly Coexistence whose spirit extends, but is not limited, to the absolute respect of study, rest, freedom of movement and expression, and any other constitutional right of the other Residents, employees of the Residence and companies partners including catering, cleaning and security services.

Friendly Coexistence is based on the damage principle of the English philosopher J. S. Mill. He maintains that "each individual has the right to act according to his own will as long as such actions do not harm or harm others."

It is an indispensable condition, for the confirmation of the Room, the acceptance of this Internal Code of Conduct.

1. SCHEDULE

1.1. Between 23.00 and 08.00h, silence will be respected, keeping to a minimum any type of noise, music or television, to avoid disturbing the rest, both within the Residence and its surroundings.

1.2. You cannot hold parties inside the rooms. Prior authorization must be requested from the Residence Department to carry out these types of activities in common areas or in the garden areas of the Residence.

1.3. Visiting hours will be between 10:00 a.m. and 11:00 p.m. (except with prior authorization from the Management). The visitor, for which the Resident is responsible, must register upon arrival and departure in the register for such purpose that exists at the Reception. Minor visitors must be accompanied at all times by an adult.

2. COMMON AREAS

2.1. The Common Areas are: the patio for smoking, the Games Room, the entrance hall, the Study Rooms, the gym, the laundry and the dining room. The Boardroom, the Garage and the rooms or corridors are not common areas.

2.2. The common spaces will be respected, as well as their belongings and furniture, making proper use and according to their destiny. The deliberate deterioration of goods and facilities will be considered a serious offense, which will also mean reimbursing the cost of repair or replacement of damaged material.

2.3. Residents must be properly dressed in the common areas of the Residence

2.4. Residents must be responsible for the order of collective spaces.

2.5 In order to reserve the study rooms, prior authorization from the Residence Department will be required.

2.6. The access of bicycles or similar to the common areas is restricted, their use being limited to the designated areas.

3 ROOMS

3.1. The rooms will be kept tidy. Otherwise it will not be cleaned and only the change of bed linen and towels will be made.

3.2. Residents are responsible for the material they have at their disposal, leaving the room in the same conditions in which it was received: completely empty and clean.

3.3. No Resident may enter the room of another partner without his or her written authorization.

3.4. The mere possession of devices or objects that cause or may cause discomfort to neighboring residents is prohibited. Similarly, the entry of any animal into the enclosure is prohibited.

3.5. The modification of the furniture of the rooms is prohibited without the prior written authorization of the Management of the Residence. Otherwise, prohibited items will be removed from the rooms.

3.6. It is forbidden to light radiators, candles or the like that produce flame or smoke. Items that could damage any object owned by the building will also be prohibited.

3.7. Cooking in the rooms is prohibited.

3.8. Any change in the room assigned to the Resident must be with the approval of the Residence Address.

3.9. It is prohibited to put, display or throw any object through the windows of the Residence (including clothes or towels), as well as banners or posters with political and / or ideological content.

4. TOBACCO, ALCOHOL, DRUGS

4.1. Smoking is not allowed throughout the Residence, except for the outside area enabled for it.

4.2. Possession, possession, consumption or trafficking of any kind of drugs, narcotics and psychotropic substances, or incitement to other persons for consumption will not be allowed.

4.3. Possession, possession or consumption of alcohol in the building will not be allowed.

4.4. Firearms or weapons in general, explosive or flammable substances, or any type of object that may pose a risk of physical or psychological harm to any person will not be allowed.

5. NOVATES AND NON-CIVIC BEHAVIORS

5.1. Hazing, or any individual or collective act that undermines the dignity and fundamental rights of the Residents and the personnel of the Residence, is strictly prohibited, without prejudice to the criminal responsibilities and legal actions that may take place.

5.2. The violation of this prohibition will be considered a very serious offense and will be sanctioned with the immediate expulsion of the Residence, without the right to the return of the Deposit or the Security Deposit. Likewise, and, in this case, the corresponding authorities and University will be informed.

5.3. Offenses and non-civic behavior of any kind, on another partner, administrative staff, services or the institution of the Residence itself, whether in writing or not and with or without advertising are also prohibited.

6. CLEANING AND GARBAGE

6.1. The cleaning of rooms is carried out in the morning once a week. The rooms must be sufficiently tidy to clean. If not, they will not be cleaned.

6.2. The Residence Management reserves the right to check the condition of the rooms when there are doubts about their condition.

6.3. Residents will not leave any type of garbage in the hallways or common areas.

6.4. Residents are committed to respecting the environment and, therefore, will do everything possible to separate waste and garbage in the rooms and common areas.

7. OUTPUTS

7.1. For security reasons, the absence of a Resident that involves spending the night outside the building must be notified at the reception.

7.2. The Residence will not be liable in any case for the activities that the Resident performs during these absences, without prejudice to the civil or criminal liability incurred, in which case it will be effective in the manner determined by law.

8. RESIDENT KEY

8.1. The Resident is entitled to a key that is exclusively personal and non-transferable, and is solely his responsibility.

8.2. The loss of the key, which must be communicated immediately to the Residence Address, entails a supplementary surcharge of € 20, for each key that is given to the Resident. Payment of this surcharge may be in cash or by means of a Deposit discount.

8.3. The Resident key will be necessary for the enjoyment of the common areas, loan services offered by the Residence and control of access to the dining room.

8.4. The Resident must present the Resident's key when requested by an employee of the Residence or another person duly authorized by the Residence, including, but not limited to, the security service personnel.

| Disciplinary Regulation |

The breach of the Internal Coexistence Regulations, as well as any behavior that alters the friendly coexistence and the normal functioning of the Residence will be considered as faults, these being classified as:

A) Mild

Mild faults will be considered:

- Keep in the room utensils belonging to the common areas and services.
- Use common services improperly or outside the established hours.
- Violate the rules on use, cleaning and hygiene of common areas and rooms.
- Have animals in the enclosure.
- Three days in a row without room cleaning.
- Change or misuse of furniture between rooms.

- Reach the Residence in a drunken state repeatedly.

b) Serious

Serious offenses will be considered:

- Organize or participate in any activity that disturbs the coexistence within the building.
- Disturb the night silence inside or outside the Residence, among members of the Residence or with those of other Residences or Major Colleges.
- Failure to comply with the instructions and orders of the Residence Department.
- Remain in the common areas with people outside the Residence outside the established hours.
- Intentionally destroy or deteriorate the assets, facilities, furniture or fixtures of the building.
- Seriously disturb the study or rest of the Residents.
- Not to inform the Administration and / or Residence Address of the loss of the room key.
- Accumulate three minor faults.

c) Very serious

Very serious offenses will be considered:

- Transfer the total or partial use of the room to people outside the Residence.
- Enter another resident's room without your permission.
- Disrespect or commit a physical or verbal aggression against the Residents or against the staff of the center, as well as against any person in the residential area.
- The possession or consumption of alcohol or any type of drugs, narcotic substances or weapons throughout the area of the Residence.
- The performance of any type of hazing or individual or collective act that threatens the dignity of the Residents, service personnel, or external person of the Residence.
- Smoking outside the areas intended for it.
- Manipulate any of the residence's security systems (including smoke detectors, fire extinguishers, etc.).
- The commission of acts constituting a crime according to current legislation.
- The commission of three serious offenses.

| Sanctions |

The penalties that may be imposed for the commission of any of the established offenses will be the following:

1. Minor offenses will be sanctioned with reprimand and repair of the damages caused.
2. Serious offenses will be sanctioned with reparation of the damages caused and with any other measure that the Management of the Residence deems appropriate, including the forced change of the assigned room, no granting of a place in future calls, complaint at the police station if it has been Committed an alleged crime, or suspension in the exercise of rights and services as a Resident for a period of 5 to 10 days.

3. The penalties for very serious offenses will be decided by the Management of the Residence, respecting the principles of contradiction and hearing of the interested party, including the non-granting of a place in future calls, complaint at the police station if an alleged crime has been committed. , suspension in the exercise of rights and services as a Resident or expulsion for a period of 10 to 20 days; except in the case of any type of hazing, which will result in the immediate expulsion of the Resident. The breach of the sanctions imposed will be considered a serious offense in the case of penalties imposed for minor offenses, and a very serious offense when referring to penalties imposed for serious or very serious offenses. The imposition of sanctions will always be proportional to the offense committed. The Residence Department will also assess the intentional nature of the offender, as well as his recidivism.

Disciplinary Procedure

The imposition of serious and very serious sanctions will be carried out, in any case, by means of the corresponding disciplinary procedure. In order to grant speed to the procedure, any procedure may be carried out verbally, although all of them will be written down in the sanctioning decision. On the other hand, the sanctions corresponding to minor offenses may be imposed immediately by the Department of Residence.

- The procedure will respect the principles of hearing and contradiction, as well as the person's right to defense and secrecy during the investigation of the file.
- The resolution issued by the Department of Residence will always be motivated.

Complementary development of the Internal Regulation.

These regulations may be subject to subsequent addition or modification, which will be duly published by the Residence Management and communicated to the Residents using appropriate means.

ANNEX V

ROOM INVENTORY