

ROOM LEASE CONTRACT

APPEAR

On the one hand, D, of legal age, Spanish nationality, and address for the purpose of this contract in Valencia (46021), Aragón Avenue No 8, section 2, door. 4, with identity card number, he appears as Join Administrator of the trading company "MAKE IT MED", S.L., which will be mentioned in the current contract as "MAKE IT MED" from now onwards, located in Valencia (46021), Aragón Avenue No 8, section 2, door. 4, with C.I.F. B-98829674, registered in the Companies Registry of Valencia, Volume 10.132, book 7.414, sheet 195, entry V-171.110.
On the other hand D, of legal age,nationality with identity card No, with regular address for the purpose of the current contract in the city of,, (),, from now onwards and for the purpose of the current contract he/she will be identified as the "TENANT".
Both parties acting in their own name and rights, claiming each other's full legal capacity for the signature of the current lease contract and,
<u>CLAIM</u>
FIRST: That "MAKE IT MED" owns the property located in the city of Valencia (Spain),Street, number, floor, door, composed by _ bedrooms, _toilettes, kitchen and living/dining room, being the property totally furbished according to the annex which is attached to the current contract.
SECOND: THE "TENANT" is interested in renting one of the bedrooms of the property per season, therefore he/she doesn't sign this contract with the purpose of settling in the property permanently, but due to the need of staying temporarily in this city because of what he/she is studying or his/her professional work experience.
<u>THIRD</u> : That being both parties interested in the seasonal rental of the room _ located on the property previously described, reference (), they
<u>AGREE</u>
1 <u>Object and length</u> .
- Both parties arrange that the lease of the room previously described in the first expository is for the season comprehended between and Once the season ends, the contract will be terminated, unless the parties explicitly agree otherwise.
The object of the rental is EXCLUSIVELY the room, and the toilette (private / shared with the room), hence the tenant is not entitled to use the rest of bedrooms or toilettes of the property. The "TENANT" will be entitled to use the kitchen and the dining/living room, sharing these parts of the property with the rest of tenants. They all will have the obligation to be respectful and keep the common areas of the property properly, as well as the rest of the building in which the property is located "MAKE IT"



MED" reserves its right to use the common areas of the property, with the purpose of checking and controlling their regular maintenance.

- By signing the current document <u>"MAKE IT MED" delivers to the "TENANT" the possession of the leased room, on the terms and conditions foreseen in the current contract.</u>
- With the purpose of fostering a proper environment in the properties, "MAKE IT MED" is committed to rent all the rooms to university students, state exams applicants or recently graduated employees in their internship.
- -The "TENANT" will use the room exclusively as his/her personal housing, hence is completely forbidden to use the property for any business or professional activity, or any other activity involving a different use but the one foreseen in this contract. The total or partial sublease of the room is also prohibited, even the shared use of the bedroom, unless the tenant counts on explicit permission on behalf of "MAKE IT MED", and always as long as the rest of tenants agree with that circumstance.
- _ In case the "TENANT" was visited by their relatives or friends, and they were going to spend the night in the property, the tenant will have to ask for the permission of the rest of tenants of the property, plus the explicit consent of <u>"MAKE IT MED</u>. In those cases, and always as long as they are punctual situations, they may be given permission to share the room with those relatives or friends, <u>being totally forbidden the use of the common areas and/or other bedrooms of the property by this third party.</u> In case this rule was unobserved, it would implicate the anticipated resolution of the current contract, which would generate at the same a time a penalty of 200 Euros to be paid by the "TENANT" who didn't comply with this rule. "MAKE IT MED" will be entitled to get this amount from the deposit previously paid by the tenant.
- The "TENANT" will have to allow the access of "MAKE IT MED" to the common areas of the property in order to realize the regular cleaning tasks and control of the maintenance of the property and the fulfillment of the rules stated in the current contract. It is also forbidden to change the lock of the bedroom or the lock of the main door of the property unless they count on explicit consent by "MAKE IT MED".
- The "TENANT" must respect the right to rest of the remaining tenants, in the schedule aimed for that purpose (particularly from 10.00 p.m to 09:00 a.m.) and their intimacy, as well as the time to rest and intimacy of the rest of people living in the building where the property belongs. Therefore, they will have to comply mindfully with the rules of the Community of Neighbors of the building and the "Rules of Behaviour and cohabitation of the property", which are included in the clause No 6. The non-compliance of these rules by the "TENANT" will lead to the anticipated resolution of the contract. Besides, the TENANT will have to pay a penalty of 200 Euros, and he/she will be obliged to abandon the room within three days since the moment he/she is notified the situation by "MAKE IT MED".

Given that the maximum capacity of the property for external guests is of four people, besides the tenants, any number of guests over four, within the time aimed to rest, will be equivalent to an infraction of the right to rest mentioned in the previous paragraph, and therefore will lead to the same effects and consequences.

However, the "TENANTS" of the flat, may reach a common agreement to establish a schedule to study and rest which will have to be respected and considerate as rules they will have to submit.

2.- Legal Framework.

The current contract is qualified as a contract for purposes other than permanent housing, according to the article number 3 belonging to the LAW 29/1994 of urban rentals (onwards and for the purpose of the



current contract, LAU) given that its use is hereof different from the expected in article number 2 LAU, which regulates the rental of permanent and regular residence. Thus, the current contract will be regulated by the agreements and clauses identified in this document. For which may not be ruled in this document, the contract will be ruled by the SPANISH CIVIL CODE.

- In case one or several of the clauses of the current contract were cancelled or considered non-applicable by any tribunal, the rest of the contract will remain valid and applicable for the parties signing it, and it will have to be interpreted as a whole, keeping its sense and interpretation as close as possible to what the participants in the contract agreed.
- -In case any difference when interpreting or executing the contract should come up, the parties, with express renounce to the regional code of laws that may correspond to them, will submit themselves to the Courts and Tribunals of Valencia.

3.- Price.

If the "TENANT" does not comply with his/her obligation of paying monthly before the 5th day of the month, the delay will automatically lead to the obligation of paying the default on behalf of the tenant, without any obligation on behalf of "MAKE IT MED" to require so. Thus, "MAKE IT MED" will be entitled to request an additional amount of 10 Euros per every day of delay in the payment. In case the "TENANT" did not pay the monthly rental or the applied penalty before the 20th day of the month, "MAKE IT MED" will be authorized to pick all their belongings and set them to their disposition on the concierge office of the building, or alternatively in the offices of MAKE IT MED, not allowing the access of the tenant to the room or the common areas of the property. The tenant consents by signing the current contract to accept the execution of such measures, which will be applied by "MAKE IT MED" just under exceptional circumstances.

- The "TENANT" will have to pay as well the amount owed due to the water, electricity and internet supplies, being "MAKE IT MED" in charge of contracting these supplies with their corresponding companies. The reference for the calculation of the amount to be paid by the tenant will be the days of rental and the number of tenants who shared the property along each of the months which are the object of the rental. Generally, the consumption will be distributed proportionally among the "tenants" of the property. However, "MAKE IT MED" will apply with equitable criteria, a corrective coefficient in order to correct the deviations of consumption that may take place among the different tenants of the property as a consequence of the existence of different bedrooms, some of which do not count on air conditioning.

Unlike the monthly rent, the expenses originated by the supplies will be paid monthly in arrears, together with the ongoing monthly rent, with the exception of the last month of stay. The last month of stay the expenses will be liquidated either on the date in which the contract is terminated or together with the return of the deposit.

In case "MAKE IT MED" didn't have the corresponding supplies consumption available between the 1st and the 5th day of every month, the "TENANT" will pay by way of advance, at the same time they pay their monthly rent, the amount of FIFTY EUROS, amount which will be adjusted once "MAKE IT MED" delivers copies of the corresponding receipts.



In case of termination of the rental contract, the ultimate liquidation of the consumption will be made together with the return of the deposit.

<u>In cases of default or non-compliance</u> of any of the financial obligations included in the current contract, the tenant authorizes expressly from now onwards, the inclusion of their personal data in any digital platform or Spanish data basis in which defaulter people are included, until the compliance with the pending obligations has been fulfilled and the expenses originated by them liquidated.

4.- Deposit.

The mentioned amount is a deposit which the "TENANT" delivers to "MAKE IT MED" in order to guarantee the compliance with the obligations contained in the current contract, as well as the payment of the penalties, defaults and/or defects that may come up along their stay. The "TENANT" will not be entitled to impute the pending rents and/or any other payment which may be yielded, along the length of the current contract, to the mentioned deposit. In case "MAKE IT MED" carried out partial or total dispositions imputable to the delivered deposit, to satisfy any of the penalties or reparations agreed in the current contract, the "TENANT" will have to replace the amount of the deposit initially arranged and deposit it within the next fifteen days since "MAKE IT MED" required it. The non-compliance with this obligation will cause the anticipated resolution of the contract according to the conditions set in the 8th clause of the contract.

- The tenant, before recovering his/her deposit, will have to return the keys of the property and will be committed to populating the quality questionnaire of "MAKE IT MED".
- If the "TENANT" decides to leave the room before the date stipulated in the contract, they will not recover the deposit, or the rest of the monthly rent paid in advance, unless in cases of serious disease, properly demonstrated, which may force them to interrupt their studies in Valencia.

5.- State of preservation and maintenance.

- -The bedroom, including the private or shared toilette, is delivered in perfect conditions of use and habitability, as well as the common areas and their essentials, being the "TENANT" obliged to return them once the contract terminates under the same state of preservation and cleanliness. Together with the current contract, it is attached as an annex, a list of the furniture, essentials and objects included in the bedroom and the common areas. This annex is considered part of the contract to all intents and purposes. In case of defects on the bedroom, toilette or common areas, such as stains, sticker marks, dirt or any other sign of having made a bad use in walls, mattresses, furniture or others, the replacement or reparation of the damaged objects will take place on behalf of the "TENANT", being responsible for paying the reparation within the next ten days after being required by "MAKE IT MED". The amount may be discounted from the deposit delivered by the tenant.
- -<u>"MAKE IT MED" guarantees</u> the proper functioning of the supplies of the property (electricity, gas and internet) unless there may be problems imputable to the supply companies, as well as the facilities, household appliances and the rest of furniture and essentials included in the property.

The "TENANT" will be responsible for paying the expenses due to the necessary replacement or reparation for the maintenance and preservation of their bedrooms and the common areas, in the same state it was delivered to them, as well as the furniture and the rest of essentials. Specifically,



the tenant will be responsible for paying for all the defects that may be caused because of an improper use, inadequate maintenance, lack of cleanliness (For instance: Household appliances, shower screens, drainpipes, etc). In all these cases the "TENANT" is committed to repair, or replace when necessary, such objects as soon as possible, having to communicate it to "MAKE IT MED", as soon as they are aware of those facts. In case they do not know who was responsible for the damages, they will be responsible for paying the division of the amount per all the tenants of the property, having to pay the corresponding amount together with the following income of the monthly rent, the month after the facts have been known and the amount owed due to these facts calculated.

- "MAKE IT MED" will have to pay for the replacements and/or reparations in the cases in which the origin of the damage is the natural ware because of the passage of time, except in cases of fault or negligence imputable to the "TENANT".
- The "TENANT" claims and admits having received the bedroom, and the rest of common areas, furniture and essentials in perfect state of preservation and ready to be used, being given 4 natural days, since the date they access to the property, to communicate any defect they may find in the property, or the furniture or objects identified in the inventory. The tenant will have to communicate such circumstances to "MAKE IT MED" to proceed with their reparation. After these 4 days, the damages in the furniture, essentials and objects of the property will be responsibility of the "TENANT", according to what is set in the previous paragraphs.
- The "TENANT" is not allowed to perform any construction work or to hang pictures or any other object in the walls, and/or modify any of the facilities existing in the rented bedroom, or in the common facilities without counting on a written authorization by "MAKE IT MED".
- -The "TENANT" receives a set of keys of the door to access the building, the property and the bedroom to be used personally and exclusively by him/her. This set of keys will be returned once the tenant leaves the property. In the property there will be a key to open the postbox, located at the hall of the building, for its use by all the "TENANTS". The loss of any of the keys, or breaking of the locks, will lead to the obligation on behalf of the "TENANT" to replace the lost or broken key, as well as the necessary set of keys to replace the existing ones. This amount will be paid together with the next monthly rent after the loss or breaking took place together with the monthly rent.
- The "TENANT" has to take care of the maintenance and cleaning of their bedroom and toilette, and also keeping the common areas properly. Complementarily to the obligation of the "TENANT", "MAKE IT MED" will conduct a weekly/ biweekly cleaning of the common areas, depending on whether the number of bedrooms is over four or not. In case the "TENANT" asked for additional hours of personal cleaning of their bedroom, they will be able to hire them by contacting "MAKE IT MED, as long as they are compatible with the schedule and availability of the cleaning staff. It is expressly forbidden to contract external cleaning services or even "MAKE IT MED" cleaning services without express authorization, leading the non-compliance with this condition to the anticipated resolution of the current rental contract.
- <u>-"MAKE IT MED" is not responsible for the thefts or the deterioration in the flats in case they are imputable to any of the tenants or to third parties.</u>
- In case it was necessary to access the bedroom which is being occupied by the "TENANT" in order to conduct maintenance works in the building, the access will be allowed by the "TENANT", being previously notified by "MAKE IT MED" and informed about the date and time in which those works should be performed.



6.- Norms of behavior and cohabitation.

- The "TENANT" will respect and obey the rules of cohabitation adopted by the majority of tenants in the property, which will have to have the purpose of maintaining the common areas and giving them a proper use, specifying the rest breaks added to the schedule established by this contract, distributing and assigning the housework tasks (daily litter drop, kitchen cleaning, etc.) and the remaining rules of behavior and cohabitation. The same way the tenant will collaborate by mutual consent to do the common shopping for him/her and the rest of tenants living in the property, that is to say: toilette paper, powder, oil, salt, etc.

With the <u>purpose of maintaining an adequate cohabitation and the highest level of cordiality among</u> all the tenants living in the property, the tenant is committed to:

- -<u>Cleaning, after every meal</u>, their dishes, glasses, cutlery and the rest of kitchen tools which they used, leaving them ready to be used by the rest of tenants, as well as cleaning the countertop and the kitchen surface.
- Keeping the leftovers and individual products inside bags or tapper-wares, after having distributed the fridge shelves, kitchen cupboards and container furniture among all the tenants. Checking periodically the existence of rotten products in the fridge or pantry and getting rid of them.
- Using wooden or plastic tools when cooking, to avoid scratching the pans, and non- abrasive products for the cleaning of the countertop, or tools which cannot damage or scratch it.
- <u>Using properly, according to the instructions of use of the manufacturer, the washing machine, drying machine, dishwasher, air conditioning appliances and the rest of little appliances, leaving them always ready for their use by the rest of tenants, establishing if necessary and schedule to use the washing and drying machines by mutual consent.</u>
- Dropping the litter every day to the municipal dumpsters existing around the building. It is totally forbidden the storage of any kind of trash in the flat, being fined with 15 daily Euros to each of the tenants of the property in case of non-compliance of this rule, independently on who is the person in charge of this task according to the inner agreements reached by all the tenants.
- <u>Do not store</u>, or leave on a daily basis, personal <u>objects along the common areas.</u>

7.- Other obligations.

- It is **totally forbidden to keep** animals on the property.
- It is forbidden to keep bicycles in the flat, because of hygiene reasons and because they may stain the walls. In the building located in Artes Gráficas 32 and 34 it exists a parking area to be used exclusively by the tenants of "MAKE IT MED". For its usage it will be necessary requiring to "MAKE IT MED" the assignation of a vacancy number.
- In the building, as well as in the parking lots, there are surveillance cameras which record images 24 hours a day with the purpose of guaranteeing the safety of the people living in the buildings, as well as keeping properly the vehicles and bicycles which are parked in both buildings. These recordings are submitted to what is set in the Organic Law 15/1999 of personal data protection._"MAKE IT MED" is not responsible for any theft of vehicles, bicycles, etc. parked in the building parking lot.
- <u>It is totally forbidden smoking inside the property.</u> The non-compliance with this rule will be fined with 20€ per each time this rule is disrespected, plus the obligation of painting the walls of the rooms in which



this damaging activity was performed. Besides, they will have to pay for the cleaning of the curtains, upholstery, etc. to compensate for the bad smell which may impregnate this kind of materials. The same way, it is forbidden the consumption of any kind of drugs (including marihuana and cannabis). Disrespecting this rule will lead to the same consequences which have just been mentioned.

- <u>It is totally forbidden the possession of weapons, explosives or the abusive consumption of alcoholic drinks. It is not allowed the ostentation of pornographic material or of any other kind which may damage the dignity, equality and sensitivity of the rest of tenants living in the property.</u>
- Once the current contract terminates, or in case of anticipated resolution according to what is agreed in the seventh clause of this contract, the tenant will be committed to leave the apartment voluntarily on the date due in the contract, or on the date notified by "MAKE IT MED" for cases of unilateral resolution. In case the "TENANT" does not respect their obligation to leave the property, they will have to pay a fine of 25€ per every day they use the property without authorization. Alternatively, it will be possible to forbid them the access without the need of a previous judicial authorization, leaving all their essentials in the concierge office of the building, or alternatively in the offices of "MAKE IT MED". The "TENANT" gives his/her authorization and express consent to accept this clause from the moment they sign the current contract.

8.- Anticipated Resolution.

- "MAKE IT MED" will be able to terminate unilaterally the current contract, immediately and without giving prior notice in case the "TENANT" does not comply with the obligations contained in the Civil Code or the current contract, severely and continually, or in case they incur in penal responsibility because of criminal or minor offences, in the property or outside the property, and specifically when they:
 - Conduct actions against the proper cohabitation among the rest of "tenants" or with the neighborhood of the building in which the property is located. In that sense any noisy activity, or collective event which may cause discomfort repeatedly, between 10.00 pm and 9.00 am, are expressly forbidden, and will lead to the resolution of the contract.
 - In case of visits of relatives or friends in the property, who may stay the night, without complying with the requirements and formalities foreseen in the 1st clause, as well as in case they use bedrooms or toilettes different to those corresponding to the "TENANT", according to what is agreed in the current contract.
 - In cases of cession or sublease of the rented bedroom.
 - In case of <u>non-payment of any of the monthly rents</u>, supply expenses or <u>penalties</u>, foreseen in the current contract.
- In case of a unilateral rescission of the contract due to the "TENANT" s non-compliance of the rules, according to what is agreed in the current clause, and particularly for some of the causes previously mentioned, the deposit will not be returned neither the rest of the monthly rent paid in advance.

9.-Data protection.

According to what is established in the applicable law of Personal Data Protection (Organic Law 15/1999) we inform you that your data will be included in GESTALVI's system of ownership processing, with C.I.F CIF B-98829674 and social address Aragón Avenue No 8, section II, door 4 (Valencia-46021), for the liability deriving from the contract arranged between both parties. In compliance with the current law, GESTALVI makes you note that your data will be kept along the length legally established.



According to their rights under the current data protection law, they will be entitled to access, correct, oppose or cancel their personal data, addressing their petition to the postal address indicated above, or by sending an email address to info@makeitmed.com.

By signing the current contract, the "TENANT" gives their express consent for the treatment of the data they gave to "MAKE IT MED", on behalf of GESTALVI under the terms and conditions established by the current clause.

If the tenant does not communicate otherwise within 30 days, we understand that their data have not been modified, and that they are committed to notify any modification, and that they authorize the use of their data among the companies of the group (Gestalvi, S.L. GESTALVI, S.L., Gortahork, S.L.), in those cases in which it may be necessary for the execution of the current contract, and also for these actions leading to

improve the business relationship between the signing parties of the current contract.
10 <u>Notifications</u> .
As for the notifications between the parties, of any of the incidences regarding the current contract, the parties agree the validity of the notifications made by email, which must be supported by the corresponding sending of a whatsapp, assigning for that purpose the following telephone numbers and email addresses.
MAKE IT MED. Email address: info@makeitmed.com y support@makeitmed.com WhatsApp Telephone No: 646 58 74 88
TENANT Email address: WhatsApp Telephone No:
And in witness whereof, and as proof of their conformity with what has been stated, the parties sign the current contract in duplicate to one sole effect in the city of Valencia, on theofof 2018.