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## PARTNERSHIP AGREEMENT

### **Spotahome and Scuole Civiche di Milano Fondazione di Partecipazione**

**This agreement is made on February 10, 2023.**

#### **BETWEEN:**

Eduardo Garbayo, representing Spotahome, with offices in Calle de Piamonte, 23, 28004, Madrid, Spain and VAT number ESB87004511 (hereinafter "**Spotahome**")

And Monica Gattini Bernabò, representing Scuole Civiche di Milano Fondazione di Partecipazione, based in Alzaia Naviglio Grande 20, Milan (Italy), and P.IVA number 13212030152 (hereinafter, the "**Partner**")

Both parties have the necessary authority to agree and sign with the below sections of this partnership agreement ("**Agreement**"). Collectively, the Partner and Spotahome shall be referred to as the Parties.

#### **WHEREAS:**

1. Spotahome is an online booking platform for mid to long term accommodation.
2. The Partner is an organisation founded and supported by the City of Milan that operates in the field of higher education. Divided into four departments with different locations in the city, the Foundation trains professionals in the various disciplines (music, theatre, cinema and television, translation, interpreting and international relations) thanks to the excellence of its teaching staff, in a creative context that encourages the meeting between the constituent elements of languages and the arts with professional realities at a national and international level. Alongside this activity, the Foundation promotes the dissemination of culture and knowledge in the city through open educational events, meetings, debates, shows, concerts and film screenings, in constant liaison with the area's most important cultural institutions.
3. Together, the Parties aim to enter into a mutually beneficial cooperation, for which the applicable terms and conditions will be written and agreed upon in this

#### **AGREEMENT:**

##### **1. Obligations of the parties.**

##### **1.1 Obligations of the Partner:**

1.1.1 The Partner shall place in the homepage of its website a logo with the link to Spotahome in the accommodation section, where to place a logo and a short description of the service.

1.1. The Partner shall promote Spotahome and its services to its users through its social media, with particular attention to its housing department.

1.1.3 The Partner commits to provide truthful and accurate information about Spotahome and it will share with its members the link to the Spotahome website offline and online.



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## **1.2 Obligations of Spotahome:**

1.2.1. Spotahome shall offer all the Partner users a 25% discount to be applied on the Spotahome Reservation Fee corresponding to the Resident (tenant). The discount shall be available to the Partner users using the exclusive promo code SCM25 provided by Spotahome to the Partner and used by the Resident /Tenants when booking through Spotahome webpage.

1.2.2. Spotahome's obligations under the present contract are limited to apply the discount established on previous clause 1.2.1 and although Spotahome will assist users via its Customer Experience department in anything related to their move in and move out. The parties agree that Spotahome is not a party of the tenancy agreement and therefore will not be liable for any issue related to it.

## **2. Duration of the Agreement & Early termination**

2.1. The Agreement will enter into force on February 10, 2023 and will be valid until one (1) year. The Agreement will be continued by consecutive periods of 12 (twelve) months, except for a notice of termination by either Party at least 1 (one) month before the end of the current period of 12 (twelve) months

2.2. The Agreement obligations will be reviewed every 12 (twelve) months.

2.3. Any Party may terminate the present Agreement for any reason or no reason at any time without any further liability by means of a written prior notification to the other Party of, at least, 1 (one) month. Without prejudice of the referred early termination, the Parties agree to complete any pending obligation within this one (1) month period.

## **3. Intellectual property rights**

Each Party's intellectual property rights, including image, logos, design and all material provided in Spotahome' Obligation clause, may only be used by the other Party pursuant to this Agreement. Both Parties agree that they shall retain all rights, title, and interest in and to their intellectual property and the goodwill associated with it.

## **4. Spotahome Terms and Conditions**

The Partner will be bound by Spotahome Terms and Conditions which are published in Spotahome website. The Partner acknowledges that Spotahome Terms and Conditions may vary from time to time. In case of contradiction or doubt, the Spotahome Terms and Conditions shall always prevail.

## **5. Non-competete**

The Partner (on behalf of itself and its employees) undertakes that during the period of this Agreement and for twenty four (24) months after termination by any reason, it shall not solicit or otherwise attempt to establish any business relationship, directly or indirectly, with any Spotahome owner or landlord without the prior authorization of Spotahome. Owner or landlord shall mean any business, or individual to whom, directly or indirectly at any time during the term of the Agreement and/or the period of twelve (12) months immediately prior to the Commencement Date, Spotahome provided any service.

The breach of the present clause shall be deemed a material breach of this Agreement. In the event of breach of this clause, the Partner shall pay Spotahome a penalty equivalent to the full value of the booking or the bookings agreed for with the relevant Spotahome owner or landlord.



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## **6. Compliance with Laws**

Both Parties shall comply with the Data Protection Laws and any other legal obligation they might have.

Parties are independent contractors and every party will be responsible for its own tax and social security obligations.

## **7. Contact Information.**

Contact information, for the convenience of the parties, is as follows:

For information or personal consultation referring to a booking: [lisalorenzini@spotahome.com](mailto:lisalorenzini@spotahome.com)

## **8. Confidentiality**

The Partner hereto agrees that, except with the prior written permission of Spotahome, it shall at all times keep confidential and not divulge, furnish or make accessible to anyone any confidential information, knowledge or data concerning or relating to the business of Spotahome. Any violation will be automatic cause for immediate termination.

This Agreement shall be governed by and construed in accordance with the **Spanish law**, in the jurisdiction of the municipality of **Madrid**.

**Spotahome**

DocuSigned by:  
*Eduardo Garbayo*  
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**Eduardo Garbayo**

**The Partner**

DocuSigned by:  
*Monica Gattini Bernabò*  
084E971A76CD409...

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**Monica Gattini Bernabò**