#### VIRTUAL OFFICE SERVICE CONTRACT

Malaga on Oct-01st-21

COMPANY NAME: MYCOMPANY

Tax Identification Code: 12345678Z

**ADDRESS: Carrer Capita Mestres 8** 

LOCALITY: Tossa de Mar, Girona

POSTAL CODE: 17320

EMAIL: zzzzz@gmail.com

TELEPHONE: +34123456789

CONTACT PERSON: xxx xxxxxxx

CONTRACTED SERVICE: Advanced

FEE: €450 + VAT (21%)

CONTRACT START DATE: October - 01st - 2021

CONTRACT END DATE: September - 30th - 2022

# MANDATORY DOCUMENTS ACCOMPANYING THIS CONTRACT:

- Photocopy of the national identity document or passport
- Photocopy of the company registration with company registration number (CIF) when it comes to communities of property or companies

PAYMENT METHOD
PayPal / Bank transfer

CLIENT'S BUSINESS AND/OR TAX ADDRESS: Plaza Villa de Castelldefels 4

Picasso Business Center, Office xxx 29006 Malaga, Costa del Sol, Spain

## **Legal conditions**

Conditions that the clients and users of the commercial Picasso Business Center, fiscally registered as xxxxxx xxxxxxxxx with NIF 00000000X, accept in their entirety when making the reservation of their service and that may be subject to modification in order to improve it.

### **GENERAL CONDITIONS**

ARTICLE 01.- Picasso Business Center is a virtual common workspace, and as such it should be used. Order and respect for other users and their property must prevail.

ARTICLE 02.- The duration of this contract will be 1 year and will be automatically renewed for periods of equal duration unless one of the parties communicates in writing its intention to terminate it one month in advance (30 calendar days).

ARTICLE 03.- The following services are included in this annual rent:

- 3.1 European business address<sup>1</sup>
- 3.2 Basic web design<sup>12</sup>
- 3.3 Backups 3 Tb
- 3.4 European phone numbers<sup>2</sup>
- 3.5 European fax numbers<sup>2 and 3</sup>
- 3.6 Letters from Europe4
- 3.7 .ES or .EU domains<sup>7</sup>
- 3.8 Call answering<sup>5</sup>
- 3.9 Telephone management 6
- 3.10 European SSL/TLS hosting
- 3.11 Wordpress/Prestashop\*
- 3.12 Company interview
- 3.13 Directories of European companies 10

<sup>&</sup>lt;sup>1</sup>Maximum duration of postal custody 1 year, in parcel there is no custody. Maximum parcel dimensions: 10kgs and 0.60m x 0.40m x 0.40m. We accept receipt of certificates. Scanning maximum 6 pages per letter including the outside of the envelope (add €0.50+vat per additional page). Maximum reception of 5 letters per day (€1+VAT/letter will be charged starting from the 6th letter received per day). Maximum reception of 1 package per day (€3+VAT/package will be charged starting from the 2nd package received per day).

Internal scanning and postal/parcel forwarding after receiving mandatory signed legal permission. All correspondence received and forwarded will be inspected for security reasons. The taxes and customs that the competent authorities require from the customer to receive the forwarded correspondence and/or parcel will be borne by the customer. The registration in Google Maps or Google My Business of only one commercial, fiscal, social or business name per contracted office will be allowed.

<sup>2</sup>Required €10+vat of provision of funds for callbacks. Check call rates. Monthly sending of call summary.

<sup>3</sup>Sending a fax by email received, suspicious spam shipments, indiscriminate faxes and the like will not be accepted. Monthly sending of call summary. Sending and notifications of faxes is operational from 9am to 6pm from Monday to Friday except December 25th and January 1st. Outside these hours, the faxes will be queued until they are executed during said working hours. The reception of faxes is operational 24h/365d.

<sup>4</sup>Check postal rates.

<sup>5</sup>Ideal for foreign businessmen who do not speak spanish or spaniard businessmen who do not speak english, sending the telephone conversation by email. €100+vat required to provide funds for calls answered: for each call answered will be charged €1+vat/call plus €2+vat/started minute. Monthly sending of call summary. Calls are answered in spanish and english, if you need telephone service in more languages (french, german and/or italian) to the monthly fee (€95/month+vat) you must add €50/month+vat for each idiom.

<sup>6</sup>Ideal for foreign businessmen who do not speak spanish, sending the telephone conversation by email. €30+vat required to provide funds for calls made: for each call made you will be charged €30+vat/call as a management fee. No sales are made, only business calls are handled. Monthly sending of call summary.

<sup>7</sup>Domain .ES or .EU + website redirection. To register a .ES or .EU domain, the domain owner must be a natural person (not a company) residing in European territory (citizen of the European Union, Iceland, Liechtenstein, Norway or Switzerland). You will need to send the scanned national identity document and the number of said document. In the event that the domain holder is from the United Kingdom or Gibraltar, he will not be able to maintain .ES or .EU domains due to Brexit. If you do not meet this requirement, we can register the domain in the name of the Picasso Business Center<sup>®</sup> representative, and then enable it for you. This alternative has no additional cost.

<sup>8</sup>Installation of website with Wordpress or online shop with self-managed Prestashop + GDPR (European General Data Protection Regulation).

<sup>9</sup>Interview conducted by email or phone about your business with a minimum of 1500 words, a photo and a video published on our blog in 39 languages, positioning your company, SEO and brand image on the Interview only available in "Complete Annual Fee".

<sup>10</sup>Registration in two Spanish business directories: Negocios24 and Infoisinfo, and one in the United States: Sitejabber.

<sup>11</sup>The contract that you will sign will be written only in Spanish, since our company is Spanish and the services we provide are carried out in Spain.



<sup>12</sup>In case you do not have a professional website, we provide you with a simple web design with a professional privileged domain www.yourbusiness.picassobusinesscenter.es and prestigious commercial email redirected to yours yourbusiness@picassobusinesscenter.es, hosting for life in exclusive secure web hosting SSL/TLS with spanish IP. Service only available in annual contracts. Necessary data: 1 main image 1920x1080 px, 1 product/service image 960x1080 px, description of three products/services (254 characters maximum for each product/service), contact email, telephone, google maps link (you must request the letter of google my business with the assigned address of the Picasso business center), customer service hours and links from social networks (facebook, twitter, linkedin, pinterest, instagram and/or youtube). Drafting of the optional GDPR (european general data protection regulation) and cookie notice: €45 + VAT (single payment).

\*\*) Services 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.12 and 3.13 are only available on annual contracts.

ARTICLE 04.- Picasso Business Center reserves the right to modify the address in the event of force majeure or just cause, communicating this variation, as far in advance as possible, in order to minimally alter the contracted service.

ARTICLE 05.- Picasso Business Center will be exempt from liability in any field (legal, economic, social or otherwise) related to Users. The activity of each user of the virtual accommodation is their own and in no case implies Picasso Business Center since they are companies, organizations, individuals, legal entities or of another type, with social objects or independent activities that have nothing to do with Picasso Business Center.

Picasso Business Center is not responsible in any case for illegal activities, contrary to public order or of doubtful legality, that companies, individuals or others may carry out in its facilities, whether they are part of the Picasso Business Center to use only its facilities, or if They are not part, being the cause of such a situation of contract termination, Picasso Business Center reserving the right to take legal action against the person or persons responsible for said activities.

Picasso Business Center does not collaborate, by default, with any user located in the virtual hosting. Your responsibility only falls on the assignment of one or more virtual jobs.

ARTICLE 06.- The client ensures by signing this contract that his assets, effects, goods, means, equipment, materials, instruments and/or direct and indirect profits, total or partial, of his property are not found in the facilities of Picasso Business Center, being impossible to be seized, apprehended, impounded or repossessed by a judicial authority due to their non-existence in said facilities, based on Article 127 and Article 128 of the Spanish Penal Code.

#### **PAYMENT TERMS**

ARTICLE 07.- Picasso Business Center will bill users for its services, in advance. Users will pay the contracted year through the payment method that appears in this contract to Picasso Business Center every day 25 of the month prior to the annual expiration based on the contracted rate and services.

ARTICLE 08.- Both parties agree that this contract will be automatically terminated in the event of non-payment. If this article is applied, the data collected by Picasso Business Center will be deleted from your printed files, postal and computer correspondence, thus complying with the data protection security protocols in compliance with the GDPR - REGULATION (EU) 2016/679 DEL EUROPEAN PARLIAMENT AND OF THE COUNCIL of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and the free circulation of these data.

All postal correspondence, parcels, documents, letters, envelopes or any other element addressed to companies, organizations, natural persons, legal entities or of any other type located in the Picasso Business Center facilities will be returned to the sender from the date of non-payment.

ARTICLE 09.- In the event of cessation of activity by Picasso Business Center, the recipient of its services will not be entitled to any type of claim or compensation. The notice of said cessation must be communicated by the Picasso Business Center at least one month before said date of cessation of activity and the proportional part of the amount paid and not used will be reimbursed.

In case of modification of the contract due to change of modality to a virtual office pack different from the one contracted, the recipient of the contract will have to notify at least one month in advance and a new contract will be sent.

## DATA PROTECTION

ARTICLE 10.- The correct treatment of their data is the responsibility of the users, and Picasso Business Center or its management is not responsible for the possible loss, theft or illegitimate use of the same.

ARTICLE 11.- yyy yyyyyyy (Operating under the Picasso Business Center brand) is the Responsible for the treatment of the Client's personal data and informs him that this data will be treated in accordance with the provisions of current regulations on personal data protection, Regulation (EU) 679/2016 of April 27th, 2016 (GDPR) and Organic Law (ES) 15/1999 of December 13th (LOPD), for which the following treatment information is provided:

End of treatment: maintain our contractual relationship and/or the sending of communications through the means that we have both in social networks such as email and WhatsApp about training, information of interest, events, invoices and notifications.

Data conservation criteria: they will be kept as long as there is a mutual interest to maintain the end of the treatment and when it is no longer necessary for that purpose, they will be deleted with adequate security measures to guarantee the pseudonymisation of the data or the total destruction of the data. themselves.

Communication of the data: The data will not be communicated to third parties, except legal obligation and as long as the client expressly authorizes Picasso Business Center and informs them that this data will be treated in accordance with the provisions of current regulations on personal data protection , Regulation (EU) 679/2016 of April 27th, 2016 (GDPR) and Organic Law (ES) 15/1999 of December 13th (LOPD), for which the following treatment information is provided:

Right of access, rectification, portability and deletion of your data and the limitation or opposition to its treatment.

Right to file a claim with the Control Authority (agpd.es) if you consider that the treatment does not comply with current regulations.

Contact information to exercise your rights:

Postal address: Plaza Villa de Castelldefels 4, Picasso Business Center, Oficina AAA, 29006 Malaga, Costa del Sol, Spain.

Email: picasso@picassobusinesscenter.es

□ I accept conditions□ I do not accept conditions

ARTICLE 12.- Taking into account the characteristics of the space in which the activity takes place, it is the responsibility of each User to respect the data protection of Picasso Business Center.

Therefore, Users may not, in any case, communicate to third parties, members or not of the Picasso Business Center information, comments or general communications, subject to data protection or which may be classified as private, exposed by users of the Picasso Business Center in its facilities. The breach of that privacy characteristic of each member of the Picasso Business Center will give rise to the pertinent legal claims.

ARTICLE 13.- The collection of documents, letters, envelopes, packages or any other element addressed to companies, organizations, individuals, legal entities or of any other type located in the Picasso Business Center facilities will not, in any case, imply any responsibility on the part of Picasso Business Center in any area in which we find ourselves. Picasso Business Center will not be responsible for the item received, its content, or its legality. It will exclusively act as exceptional recipient, on behalf of the final recipient, provided that the latter has given their consent by means of a reliable document initialed by Picasso Business Center and the final recipient party for an accredited Picasso Business Center manager to carry out this work.

ARTICLE 14.- Any customer or user of the Picasso Business Center who physically, verbally or in writing threatens, insults, rebukes, slanders or insults any employee of the Picasso Business Center, will be immediately expelled from the Picasso Business Center facilities, rescinding the contract and reported to the authorities losing the right to return the contracted and paid fee, as well as the services paid, not obtaining any other type of compensation.

ARTICLE 15.- Those clients and users who, after not complying with article 07 and applying article 08, wish to recover the commercial, social and/or fiscal address assigned to the business center must pay exclusively the annual fee to reestablish and maintain the services, and must pay the all annuities from the date of cancellation as a client/user, as well as sending back to Picasso Business Center the documentation required to formalize a new contract.



ARTICLE 16.- In the event that Picasso Business Center has to return the amount paid to those customers and users who have paid by mistake through the PayPal payment platform, it will be done by bank transfer or PayPal, discounting the official fees that PayPal has charged Picasso Business Center.

ARTICLE 17.- The receipt of documents, letters, envelopes, packages or any other element addressed to companies, organizations, natural persons, legal entities or of any other type located in the Picasso Business Center facilities whose content is illegal\* according to the list of illegal objects of The transport companies will be immediately notified to the Spanish State Security Forces and Bodies and their content and all information regarding the client will be made available to the courts and the police.

There is no exception in this type of merchandise, for any type of destination, both national and international, the shipment of this type of merchandise is regulated and highly controlled by the different regulations of transport and transit of merchandise, and its transport is expressly prohibited. As a consequence, they will not be admitted to procedures by the transport companies due to damage / breakage.

Remember the importance of a correct packaging for the merchandise, specifically for the transport of glass, delicate materials, electrical devices such as televisions, if the packaging is not correct for transport due to a deficiency in it, your merchandise runs the risk of breaking and not have damages covered.

Picasso Business Center is not responsible under any circumstances for the content of shipments made through carriers by different users and/or customers. The sender, client and/or user of Picasso Business Center is totally and absolutely responsible for its content, as well as for good practice. Picasso Business Center reserves any legal action that may be taken against senders, clients and/or users who, for security reasons and falsifying the real content of the shipment, were discovered by carriers or competent authorities. Picasso Business Center as well as the carriers are clearly exempt from any type of responsibility on this subject.

It is clear that the person responsible for the content of the shipments is the sender, clients and/or users.

## [\*] List of illegal objects by transport companies:

- Live, dead or stuffed animals
- Firearm, compressed air shotguns or any type
- Items described as "unknown"
- Banknotes and coins, cash, currencies
- Checks
- Cutlery: knives, razors, etc.
- Fake money
- Drugs, narcotic, psychotropic, toxic substances and/or medicines (including those with a medical prescription).
- Commercial or bank effects
- Jewelry, precious metals, bearer securities, gold, silver and other valuables

- Lottery or pools
- Pornographic material
- Dangerous goods and articles (subject to the European Agreement on the International Carriage of Dangerous Goods by Road, such as corrosive, flammable, explosive, poisonous, radioactive, infectious, etc.)
- Cash, commercial or bank effects
- Biological samples
- Ammunition, inert or blank ammunition
- Art objects, cultural objects of great interest for the national patrimony or of conventional value.
- Objects with images or representations of minors in pornography
- Fine metal jewelry
- Passport, ID, licenses, driving license or similar
- Counterfeit products or merchandise infringing a trademark
- Pools, plane tickets, train tickets, shows, etc.
- Prescriptions
- Weapon replicas
- Human remains and/or corpses
- Stamps (unless franked)
- Tobacco and derived products
- Credit cards, debit cards, virtual cards, code cards, bank cards, prepaid telephone cards and those documents that have a nominal or agreed value.
- Mobile phones, with or without SIM card to customers and users in Turkey and Pakistan.
- Titles or coupons of real estate values
- Titles or coupons of securities

ARTICLE 18.- The receipt of documents, letters, envelopes, packages or any other element addressed to companies, organizations, natural persons, legal entities or of any other type located in the Picasso Business Center facilities whose content is prohibited\* according to the list of prohibited objects of transport companies may not be forwarded by transport companies or ordinary postal mail, being the only option to be received by the client and user through its collection in person at the business center facilities, having as a maximum period to collect it 1 year in postal custody. In the event of receiving parcels whose content is prohibited\* as there is no custody, the merchandise will be destroyed without prior notice by the transport companies.

There is no exception in this type of merchandise, for any type of destination, both national and international, the shipment of this type of merchandise is regulated and highly controlled by the different regulations of transport and transit of merchandise, and its transport is expressly prohibited. As a consequence, they will not be admitted to procedures by the transport companies due to damage / breakage.

Remember the importance of a correct packaging for the merchandise, specifically for the transport of glass, delicate materials, electrical devices such as televisions, if the packaging is not correct for transport due to a deficiency in it, your merchandise runs the risk of breaking and not have damages covered.

Picasso Business Center is not responsible under any circumstances for the content of shipments made through carriers by different users and/or customers. The sender, client and/or user of Picasso Business Center is totally and absolutely responsible for its content, as well as for good practice. Picasso Business Center reserves any legal action that may be taken against senders, clients and/or users who, for security reasons and falsifying the real content of the shipment, were discovered by carriers or competent authorities. Picasso Business Center as well as the carriers are clearly exempt from any type of responsibility on this subject.

It is clear that the person responsible for the content of the shipments is the sender, clients and/or users.

# [\*] List of objects prohibited by transport companies:

- Aerosol sprays
- Airbags
- Jewelry and articles of jewelry, of fine metals, precious stones and real pearls.
- Items prohibited by the International Civil Aviation Organization
- Stolen or illegally acquired items
- Batteries of all kinds
- Alcoholic drinks
- Gearboxes
- Car hood
- Caravans or trailers. Recreation boats
- Meat, fish, perishable products, refrigerated and frozen products
- Collections
- Containers
- Creams
- Divan
- Luggage and removals
- Nail polish
- Fire extinguisher
- Fine made or unmade
- Flowers
- Sinks, sinks, toilets
- Kayaks
- Liquids of any kind: oil, water, syrups, etc.
- Rims or tires
- Fresh, chilled and frozen seafood
- Marble and plate minerals

- Seat belt mechanism for vehicles
- Lighters
- Damaged goods
- Goods damaged or returned to origin
- Goods with inadequate packaging or packaging
- Plated minerals
- Motorcycles or mopeds
- Engines
- Chainsaws
- Removals and similar
- Furniture and/or furniture
- Commercial samples
- Windshield
- Car bumpers
- Perfumes, colognes, alcohol or lotions
- Fine leathers made or not made
- Paint
- Flat
- Live plants, flowers
- Press in any of its varieties
- Spare parts for motorcycles and cars or any land, sea or air motor vehicle (bodywork, windows, doors, tires...) or components of any type of industrial machinery
- Sofas
- Fabrics with fine metals and silk lace
- Printer toner (for international shipments only)
- New or used motor vehicles
- Flat glass
- Vehicle steering wheels

ARTICLE 19.- The receipt of documents, letters, envelopes, packages or any other element addressed to companies, organizations, individuals, legal entities or of any other type located in the Picasso Business Center facilities whose content is without compensation\* according to the list of objects without compensation of transport companies will be forwarded by transport companies or ordinary postal mail with the impossibility of obtaining any compensation in case of loss, delay, theft, deterioration, malfunction, breakdown, breakage or partial or total damage, and is also subject to to the fact that the shipment can be canceled without prior notice by the transport companies or postal mail.

## [\*] List of objects without compensation by transport companies:

 Antiques: objects manufactured with a date equal to or greater than 50 years. Technological items with a date equal to or greater than 20 years

- Delicate or fragile items
- Articles that contain or are completely made of crystal, glass or derivatives.
- Articles that contain or are completely made of porcelain, ceramic or derivatives.
- Tiles / tiles
- Light bulbs
- Bottles
- Photo cameras
- Fishing rods
- Cement / concrete
- Ceramic / stoneware
- Baskets
- Chocolate
- Food
- Crystal, glassware
- Pictures (framed or not)
- Cutlery
- Detergents
- Home appliances: refrigerators, microwaves, ovens, etc.
- Scanner
- Mirrors
- Statuettes, tin figures, ornaments
- Fiberglass
- Photographs (framed or not)
- Glasses, lenses, glasses
- Vases, vessels, vases
- Lamps, lampshades, spotlights, lighting items
- Canvas / canvas prints / posters, etc.
- Lanterns
- Liquids
- Pots, pots
- Shower screens
- Coffee machines
- Sewing machines
- Windowframes
- Picture frames
- Unpackaged or insufficiently packed goods
- Microscope
- Minerals and rocks (marble, slate, granite, quartz, clay, etc.)
- Computer monitor / iMac
- Fish tanks

- Skins or fur garments (real)
- Plants and Seeds
- Porcelain / earthenware
- Vehicle doors
- Watches of any kind
- Pastry / pastry
- Resins, amber
- overhead projector
- Vehicle interior dashboards
- SIM cards
- Telescope
- Televisions
- Pots, pots
- All electronic / computer devices that are not sent in their original packaging
- · Crockery of any kind
- Windows of any type
- Glass (not flat)

ARTICLE 20.- If the client wants the invoice to be in the name of a company that is being created with tax domicile in the Picasso Business Center business centre, Picasso Business Center can wait for the new company to have the CIF (registration number of the company). Once the new company is established, the client will inform Picasso Business Center of the CIF number (company registration number) to generate the invoice.

ARTICLE 21.- Any client or user of Picasso Business Center who subleases or assigns all or part of the virtual office as well as the assigned address and/or contracted services will be immediately expelled from the Picasso Business Center facilities and the contract will be terminated, losing the right to a refund of the contracted and paid fee, as well as paid services, not obtaining any other type of compensation.

Acceptance of this document implies respect, acceptance and application of confidentiality on any information (auditory, visual or of any other type) extracted from the facilities of Picasso Business Center.

### FINAL DISPOSITION.

Any user of Picasso Business Center, regardless of the services received, accepts the conditions set out here, both generic and specific, and does so after having read these conditions.



## LEGAL PERMISSION TO RECEIVE AND OPEN LETTERS, MESSAGES AND PACKAGES

Malaga on Oct-01st-21

#### Authorization:

- I, Mrs. xxx xxxxxxx with identity document number 12345678Z authorize to Mr. yyy yyyyyyy with identity document number 12345678A to receive and open the letters, couriers and packages, according to article 3, point 1 of the contract: "All correspondence received and forwarded will be inspected for security reasons", addressed to MYCOMPANY name received at the address Plaza Villa de Castelldefels 4, Picasso Business Center, 29006 Malaga, Costa del Sol, Spain so that they can be scanned and sent to zzzzz@gmail.com given that receiving someone else's postal correspondence in Spain without the recipient's authorization is classified as a criminal offense with prison sentences according to the following articles of the Spanish Penal Code:
- Article 197.1 of the Spanish Penal Code: "Whoever, to discover the secrets or violate the privacy of another, without their consent, seizes their papers, letters, email messages or any other documents or personal effects, with penalties of imprisonment prison of one to four years".
   Article 197.4,b of the Spanish Penal Code: "The acts described in section 1 of this article will be punished with a prison sentence of three to five years when they are carried out through the unauthorized use of the victim's personal data".

SIGNED BY XXX XXXXXXX	SIGNED BY YYY YYYYYYY