

REVIERO SERVICE AGREEMENT

version 1.1 | 19 Oct 2023

1. INTRODUCTION

This service agreement (hereinafter as “**Agreement**”) defines the terms and conditions applicable to your purchase of properties using our online platform, consisting of the website (www.reviero.com) and mobile application developed for iOS and Android (“**Platform**”) and the contractual relationship between you and (“**Reviero**”). Please read this Agreement carefully before using the Platform and each time before making a purchase. If you don’t agree to any provision of this Agreement, the Platform General **Terms of Use**, and Data and **Privacy Policy** you must not use the Platform nor make a purchase. If you fail to read this Agreement, the same will not exempt you from any legal liabilities arising from this Agreement. Your continuous use of the Platform will constitute that you have read, understood and agreed to this Agreement and our policies.

2. DEFINITIONS

2.1. “**Purchase**” means the acquisition of real property utilizing one’s own or borrowed funds.

2.2. “**Material Change**” means any change or new matter that may significantly affect the value of the Property, the ability of the Property to be rented, return on the Property or the value.

2.3. “**Offering Material**” means the information memorandum, statistical data, and other information and material, which may be shared with you by Reviero in relation to the Property.

2.4. “**Platform Documents**” refers to all disclosures, information, agreements, terms and conditions and policies made available on the Platform, including but not limited to the Platform General **Terms of Use** and Data and **Privacy Policy**.

2.5. “**Property**” means a building, apartment, villa, or residential house acquired or to be acquired.

2.6. “**Property Price**” means the purchase price of the Property as determined by the Seller and Reviero.

2.7. “**Sale Value**” refers to the gross proceeds of sale received from a buyer of the Property

2.8. “**Seller**” means the individual or company that owns the legal title to the Property.

2.9. “**Reviero**”, “**we**”, “**our**” and “**us**” refer to Reviero Technologies Ltd, a company incorporated in England with the registered number 14673847 whose registered office is located at Sweden House, 5 Upper Montagu Street, London, W1H 2AG (the Company)

2.10. “**Reviero Account**” refers to a user account created on the Platform showing Customer Info and such other personalized features to be used by users to make purchases and receive and manage funds in addition to monitoring and managing other matters relevant to their property.

2.11. “**Reviero Fees**” means all fees payable to Reviero in accordance with clause 14.

2.12. “**Total Price**” means the Property Price together with all of its Associated Costs incurred at the time of its acquisition.

2.13. **“You”, “your”** and **“Client”** refers to current or potential users.

3. GENERAL

3.1. The Platform is developed and managed by Reviero and provides details of the Properties available for direct purchase. Reviero may offer properties to potential clients through the Platform. The administration of the entire purchase process is conferred on Reviero.

3.2. Reviero uses the services of independent valuation consultants to a) ascertain the fair value of each Property and b) to support the Property Price agreed with the Seller. The consultant will prepare a detailed report pertaining to the Property. The details as to the Funding Target including all Associated Costs will be provided on the Platform.

3.3. We use our best endeavors to gather and make available the relevant information in connection with a Property on the Platform. However, we shall not be liable for the accuracy of information explicitly relating to statistical data published through the Platform.

4. TERMS OF YOUR PURCHASE

4.1. You agree to make a purchase using the Platform under the terms and conditions of this Agreement.

4.2. Reviero will select a qualified third-party agent to manage each Property (hereinafter the “Property Manager”) The details of the Property Manager will be provided on the Platform and/or Offering Material.

4.3. By purchasing a Property through the Platform, you will be deemed to have agreed with the appointment of the Property Manager.

4.4. By purchasing a Property through the Platform, you agree that you have used your own independent judgment and/or any knowledge, advice or other information you may have, in addition to the information available on the Platform, to form your decision. You represent that you have acted entirely on your own accord and are exercising your sole discretion whether or not to make a purchase. You acknowledge that any information on the Platform, including the details in reference to any available Property, is for your general consumption and should not be considered as investment advice or any other form of recommendation or endorsement by us.

4.5. Depending on the market conditions, the value of the Property may fall and rental income, if any, may not be generated. When purchasing, you must understand that the market conditions may change posing difficulty in selling the Property.

4.6. You agree that the purchase you make ensures your sole and full ownership of the said Property, without the involvement or contribution from any other people.

4.7. Reviero has the full discretion to elect not to make available any Property for purchase on the Platform.

4.8. You further acknowledge and agree that Reviero, pursuant to the Administration Agreement, may be required to carry out interior design work, furnishings and fixtures, white goods, and all civil and landscape works in and for such Property. and will fall under the Associated Costs.

5. PURCHASE OPTIONS

5.1. Reviero operates and manages the Platform on the basis of this Agreement and allows you to view and experience its products, including the website (www.reviero.com) and the mobile application available on iOS and Android. After identifying a Property, we will list it on the Platform.

5.2. Before a Property is listed on the Platform, Reviero will engage the services of qualified independent valuation consultants to produce a valuation report for the subject Property. This report, which users can view on the Platform, will not only determine the proposed acquisition price of the Property but will also evaluate its potential profitability if leased out for short-term rentals.

5.3. In order to optimize value for our clients, we may engage in pre-sale negotiation with the Seller of the Property.

6. PURCHASE PROCESS

6.1. Property Selection and Due Diligence:

6.1.1. The prospective buyer identifies a desired property with the assistance of Reviero or communicates their property preferences to the company.

6.1.2. Reviero conducts comprehensive due diligence on the selected property, ensuring there are no outstanding debts, liens, or encumbrances attached to it.

6.2. Reservation Agreement:

6.2.1. Once the desired property is identified, Reviero facilitates the signing of a reservation agreement on behalf of the buyer. This typically requires a small deposit, ensuring that the property is temporarily taken off the market. ("Reservation Fee")

6.2.2. During this phase, Reviero engages a solicitor or notary public to ensure a thorough review of the property's legal status.

6.3. Private Purchase Contract (Contrato de Compraventa):

6.3.1. Following a satisfactory legal review, Reviero oversees the signing of the Contrato de Compraventa, a private contract outlining the terms and conditions of the sale.

6.3.2. A deposit between 10% to 30% of the total purchase price is usually paid at this stage, facilitated by Reviero.

6.4. Mortgage Arrangement:

6.4.1. Should financing be required, Reviero assists the buyer in obtaining a mortgage from a Spanish bank or other suitable lending institution, ensuring the best terms and conditions available.

6.5. Completion and Signing Before a Notary:

6.5.1. The purchase culminates with Reviero facilitating the signing of the "Escritura de Compraventa" (Deed of Sale) before a Notary. This step is crucial to certify the validity of the documents and the identities of the involved parties.

6.5.2. At this juncture, facilitated by Reviero, the buyer pays the balance of the purchase price, and the keys to the property are handed over.

6.6. Registration and Payment of Taxes:

6.6.1. Post-completion, the Client handles the payment of relevant transfer taxes on behalf of the buyer and ensures that all amounts align with regional requirements in Spain.

6.6.2. Reviero subsequently ensures the Escritura de Compraventa is registered with the Land Registry, solidifying the buyer's legal ownership.

6.7. Utility Transfer:

a. As a final step, Reviero coordinates the transfer of utilities, including water, electricity, and local council tax, into the buyer's name.

6.8. Governing Law and Jurisdiction:

6.8.1. All transactions related to the purchase of an apartment in Spain via Reviero are governed by Spanish law.

6.8.2. Disputes, if any, concerning the purchase shall fall under the exclusive jurisdiction of the Spanish courts.

6.9. A reservation fee ("Reservation Fee") is payable by the client for the reservation of a property through Reviero. This fee covers the cost associated with the services provided in connection to the property transaction.

6.9.1. Inclusions: The Reservation Fee covers the provision of the following services:

a. Consultation with a real estate specialist.

b. Legal consultation pertaining to the property transaction.

c. Sourcing and presenting mortgage options suitable for the client's financial circumstances.

6.9.2. Property Reservation:

Upon receipt of the Reservation Fee, the specified property will be formally reserved and removed from active listings for sale, thereby preventing any other potential transactions with other parties during the reservation period.

6.9.3. Billing: An invoice for the Reservation Fee will be sent electronically to the client's registered email address upon agreement to proceed with the services. It is the responsibility of the client to ensure payment is made in a timely manner.

6.9.4. Acceptance: By paying the Reservation Fee, the client acknowledges and agrees to the terms set forth in this document. Any disputes arising from this agreement shall be governed by the applicable laws and regulations of the UK.

6.9.5. Non-Refundable: The Reservation Fee is non-refundable. In the event that the client decides not to proceed with the purchase of the property or decides to forgo any of the aforementioned services, the Reservation Fee will not be returned.

RENTING OUT ASSISTANCE

7.1. Revenues derived from your activities related to renting out properties using our service will be credited to your designated bank account.

7.2. We urge you to review this Agreement and the relevant Documents available on the Platform. You understand that the value of your Property may fluctuate. The past performance of any assistance or property is not indicative of future results.

7.3. Revenue from your activities related to renting out distributions typically aligns with the receipt of rent. The timing of these funds might have a delay of up to three months post-rent collection for processing and declaration. The funds will generally be declared and transferred at the end of each calendar quarter or month's end. Amounts will be in the currency of the rent received and might sometimes have deductions to ensure enough funds are present to cover the Associated Costs.

7.4. You recognize that you are the sole party responsible for any taxes or costs linked to the revenue obtained from our assistance.

8. PROPERTY MANAGEMENT

8.1. For each Property, an independent Property Manager will be appointed under a separate agreement executed with the PC (the “**Property Management Agreement**”) whereby the Property Manager will be responsible for the day-to-day management and maintenance of the Property and authorized to exercise all rights, take decision and perform all responsibilities required in the ordinary course of management and maintenance of the Property.

8.2. You agree that:

8.2.1. The Property will be controlled and operated by the Property Manager, as indicated on the Platform.

8.2.2. Any existing tenant will continue to lease and occupy the Property after it is acquired until the lease agreement has been terminated and the tenant has vacated the Property. The lease will be subject to renewal as per the lease agreement in place and applicable rental laws that are market standard;

8.3. Sale Request by client.

8.3.1. At any time any client may request a sale of the Property (“Sale Request Notice”) based on the latest Estimated Valuation.

8.3.2. The Sale Request Notice must be made by email to contact@reviero.com or through the Platform.

8.3.3. In the event the Sale Request Notice is approved, Reviero shall attempt, in good faith, to identify a bona fide buyer for the Property offering a price for the Property that is greater than 80% of the Estimated Valuation. The clients acknowledge and agree that we will use reasonable endeavors to identify such potential buyers and achieve the most favorable sale price we can for the Property, however by no means do we guarantee that we will identify potential buyers, identify a buyer offering a price for the Property that is greater than the Estimated Valuation, or achieve maximum possible price in the market.

8.3.4. If, at any time following approval of the client to sell the Property Reviero procures a buyer for the Property pursuant to this Agreement and the Administration Agreement client shall: (i) accept approval to sell the Property or the Sale Value, as the case may be; (ii) be obligated to transfer all of the rights owned by such client relating to the Property to such buyer; and (iii) execute and deliver such instruments of conveyance and transfer and take such other action, including executing a purchase agreement Reviero may reasonably require in order to complete the sale and transfer title to the Property to the new buyer (the “Sale Documents”) Further, any indemnity provision included in the Sale Documents shall only indemnify the buyer with respect to breaches of such representations and warranties by such client, without any obligation or liability for contribution.

9. ONGOING STATEMENTS AND VALUATIONS

9.1. Through the Platform, you can stay updated with information about your property. The information will be accessible via the dashboard of your Reviero Account and will include a full statement of all realized income and expenses incurred in relation to the Property, the most recent estimated valuation of the Property (“Estimated Valuation”) as well as any other documents as appropriate. We do not warrant or provide any assurances with regard to the accuracy of the information or documents. We have a duty of care towards all clients, and we shall abide by such duty of care with our best efforts.

10. REVIERO FEES

10.1. Scope of Services Provided by Reviero:

Reviero shall provide comprehensive services in relation to the property owned/controlled by the client. These services include but are not limited to, marketing the property for short-term rentals, overall property management, guest reception, and routine property maintenance.

10.2. Compensation to Reviero:

For the aforementioned services, Reviero shall be entitled to compensation equivalent to twenty percent (20%) of the net profits derived from the short-term rental of the property. This compensation is in recognition of Reviero's efforts in ensuring optimal marketing, superior guest experience, effective property management, and regular upkeep of the property.

10.3. In case the client chooses to sell the property through Reviero's platform or services, Reviero shall be entitled to a fee equivalent to five percent (5%) of the total sale price of the property. This fee shall be deducted from the sale proceeds and is payable to Reviero upon the successful completion and closing of the property sale transaction.

11. REPRESENTATIONS

11.1. By creating a Reviero Account and using the Platform, you agree to make the following representations:

11.1.1. You are legally entitled to make the purchase;

11.1.2. You have the capacity and authority to enter into a legally binding agreement with Reviero;

11.1.3. If you are a natural person, you are at least 18 years of age, of sound mind, and fully aware of the legal implications of your own actions;

11.1.4. You are the person whose registration details are being provided or, in the case of legal entities, you are a duly authorized signatory acting on behalf of the relevant entity;

11.1.5. You understand that fraud and fraudulent misrepresentation constitute serious crimes and are punishable with imprisonment and/or fines under the applicable laws of UK. You warrant and undertake to us that all information given to us in respect of your account is complete, true, and accurate in all respects and not misleading in any way;

11.1.6. You are acting as principal, not as agent for any third party;

11.1.7. You will not attempt to use this Platform for the purpose of any illegal activity including money laundering.

11.1.8. You are not insolvent, bankrupt, under creditor's process, or otherwise subject to any legal restriction limiting your ability to enter into this Agreement or make a purchase;

11.1.9. You are not currently residing in a country or territory where it is illegal to make the purchase;

11.1.10. You are obligated to (a) keep your Reviero account secure from unauthorized access and misuse, and (b) maintain strict confidentiality of your username and password. Subject to the maintenance of correct account information, we will assume that all activity under your Reviero Account is your own. You assume all risks losses and legal liabilities arising from your use or any unauthorized access to and use of your Reviero Account by any third party. You will indemnify and hold us harmless from and against all losses, damages,

claims, demands, expenses, and costs caused by your use or any unauthorized access to your Reviero Account;

11.1.11. You have read, agreed, and acknowledged the Key Risks displayed on the Platform and shall read, agree, and acknowledge the Key Risks every time you make a purchase using the Platform.

11.1.12. You cannot assign, sell, or transfer your Reviero Account to any other third party.

11.1.13. You must not use the Platform in any manner that is detrimental or harmful to Reviero or other users, as we may determine in our sole discretion. If you breach the foregoing provision, we reserve the right to suspend or block your access to the Platform and close down your Reviero Account.

11.1.14. You have in place appropriate security systems and will ensure it is updated regularly to better protect your Reviero Account against spyware, virus, and any other possible cybersecurity threats.

11.2. We allow you to make purchases through the Platform in consideration of your aforementioned representations on which we take full reliance as accurate, complete, and reliable information. If your representations are false or misleading, we reserve the right to annul and rescind our agreements with you.

12. TRANSFERS

12.1. Illness, incapacity, or disability of a client, in which case a person nominated by the client can assume the rights to his property(s). All responsibility for arranging appropriate succession planning and putting in place appropriate plans for any nominated beneficiaries to take the title of a Reviero Account and property(s) in the event of a death or incapacity lies solely with the client. If in doubt, you should seek your own advice on this matter before purchasing;

13. TERMINATION AND VARIATION

13.1. This Agreement will be effective immediately upon execution and will continue to be effective for an indefinite period unless terminated upon the following events:

13.1.1. Reviero becomes insolvent;

13.1.2. Reviero decides to terminate or rescind this Agreement, by giving thirty (30) days of prior written notice or due to a material breach by you of any provisions of this Agreement that is not capable of remedy or not remedied within fourteen (14) days of receipt of notice of default;

13.2. We reserve the right to make amendments to this Agreement to ensure compliance with all applicable laws or regulations or on any other grounds we deem necessary. If we make amendments in this Agreement, you will be notified by a 14-day prior written notice through your registered email and/or the Platform, unless it is impractical to do so. Your continued use of the Platform will constitute your consent to the amended terms and conditions. Provisions in previous versions of this Agreement will continue to apply. In case of a conflict between any new and older versions, the most recent version of this Agreement will take effect unless expressly stated otherwise.

14. CONTINGENCY PLANNING

14.1. In the event a force majeure has led to a failure in the operation of the Platform, we will initiate our Business Continuity Plan (BCP) to (a) continue critical business activities (b)

protect data; (c) ensure effective communication through phone and email with current clients; and (d) restore the normal operations of the business as soon as possible. You can request a copy of the BCP by sending us an email info@reviero.com.

15. LIMITATION OF LIABILITY

15.1. Reviero operates the Platform to facilitate your activities related to renting out properties. Nothing that we do constitutes a recommendation or professional advice. We make no warranties and representation that the expected performance or results associated with your activities related to renting out will be realized nor do we assume any liability whatsoever to that effect.

15.2. You acknowledge that Reviero shall in no circumstances be liable to you for any loss, expense, damage, delay, costs, or compensation (whether direct, indirect, or consequential) that may be suffered or incurred by you arising out of your use of the Platform, including the making of any purchases, except as otherwise provided in this Agreement or under the laws of the UK. We do not aim to limit and/or to reduce our duty of care in relation to providing services via Platform.

Information relying on statistical data, provided on the Platform, including estimates for future returns, is based on assumptions. It is shown for guidance purposes only and should in no way be considered a guarantee of return or professional financial advice. We shall not be liable under any circumstances for any loss, expense, damage, delay, costs, or compensation (whether direct, indirect, or consequential) that may be suffered or incurred by you arising from your use of such information. We do not aim to limit and/or reduce our duty of care in relation to providing services via Platform.

16. INDEMNITY

16.1. You shall defend, indemnify and hold harmless Reviero, its director(s), officers, agents, representatives, employees, successors, assigns and affiliates (collectively as "Reviero Indemnified Parties") from and against, without limitation, all claims, demands, actions, suits, judgments, losses, damages, fines, expenses and costs, including legal fees, arising in connection with this Agreement or your use of the Platform, including, without limitation, as a result of:

16.1.1. Any breach of this Agreement by you;

16.1.2. Any third party claim or dispute between you and any third party; or

16.1.3. Any violation of applicable laws or regulations; or

16.1.4. Any act or omission by you which create any civil or criminal liability.

16.2. The foregoing provisions shall survive the termination of this Agreement.

17. REGULATORY DISCLOSURES

17.1. Reviero may have arrangements with brokers, agents, affiliates, partners, agencies, and other third parties as the case may vary from time to time. Reviero may offer incentives to

such third parties by way of commissions, introduction or success fees, or revenue-sharing agreements in exchange for marketing and promoting the Platform. Also, in return for using the Platform to sell properties Reviéro may also earn fees from clients and Sellers including through their duly and legally appointed agents, brokers, developers, and any other representatives acting on behalf of such Sellers.

18. FEEDBACK AND COMPLAINTS

18.1. We encourage and highly value your feedback and suggestions as it related to our products and services and your overall experience using the Platform. We treat this information with the utmost importance and use it to continually improve our operations and business where we can.

18.2. If you are unhappy with the experience you have had with us, you have a right to file a complaint. It is our duty to ensure that your complaint is attended to promptly and that you are treated in a consistent and fair manner.

18.3. If your complaint is referred to any external party, such as a regulatory body or arbitrator, we may be required to disclose your personal data. You may object to such disclosure at any time provided it is on reasonable grounds and documented in writing.

18.4. During the investigation, we will work on diagnosing the problem, identifying the root causes, and then aiming to rectify the issue. For this purpose, the appointed person may reach out to you to collect more information. We may keep records and audit trails to monitor the case and enhance our internal operations. After evaluating the findings of the investigation, we will decide on how to deal with the complaint and we will communicate the same to you.

18.5. You can make a complaint by sending us an email at info@reviero.com. You may request a copy of our complaint handling procedures.

19. GENERAL TERMS

19.1. In the event that we, for any reason, have not insisted on strict adherence with your obligations under this Agreement or failed to avail any remedies or exercised any rights available to us under this Agreement or any applicable laws, this will not constitute a waiver of the same or any relief in respect of the relevant obligations that you have failed to perform.

19.2. No waiver, whether full or partial, shall constitute a waiver of future rights or remedies.

19.3. Subject to the UK rules, if any provision of this Agreement or of any other document referred hereunder is found by a competent court or authority to be invalid, unenforceable, and unlawful, the same will be severed from this Agreement or any such document and the remaining provisions will be valid, legal and enforceable.

19.4. Nothing in this Agreement is intended to be interpreted to establish any joint venture or partnership between the Parties nor does it permit any party to act on behalf of the other Party in any way or for whatever reason.

19.5. All notification, notice, or communication (a "Notice") required to be provided under this Agreement shall be made in writing and delivered by hand or by pre-paid courier services with delivery to such party's registered address or sent to such party's registered email address. The Notice shall be deemed to be served; (a) in the case of delivery by hand, upon

issuance of a signed acceptance receipt of such Notice or immediately when it is left at the registered address; (b) where the Notice is sent by post services, upon expiry of two business days; and (c) where the Notice is sent through email, on the next business day.

19.6. All communications under this Agreement shall be made in English language.

19.7. Any dispute or claim arising out of this Agreement will be governed by the applicable UK law and such disputes or claims will be resolved exclusively by the UK Courts. You agree that you will first attempt to resolve your issues by filing a complaint.

19.8. This Agreement, along with the Administration Agreement, Articles, and any other document referred to herein, constitute the entire agreement between us and you and supersede any and all previous oral or written discussions, correspondence, representations, negotiations, or agreements.

20. CONTACTS

20.1. All notices, communications, suggestions, queries, or complaints required to be made under this Agreement shall be made via email to info@reviero.com.