

DATA PROTECTION INFORMATION NOTICE

This Data Protection Information Notice ("Notice") is annexed to and forms an integral part of the sublease agreement (the "Agreement") entered into between the Blueground entity identified as the contracting party in the Agreement ("Blueground" or "Data Controller") and the individual receiving Blueground's property leasing services ("Sublessee" or "Data Subject"). This Notice is provided to the Sublessee by Blueground, in its capacity as a Data Controller, in accordance with the applicable data protection and privacy laws, in order to inform the Sublessee about the processing of personal information ("Sublessee Personal Data") in connection with the performance of the Agreement.

1. Identity of the Data Controller

The company that determines the purposes and means of processing of Sublessee Personal Data in connection to the Agreement is the Blueground entity identified in the Agreement, including its registered seat, contact details, and other particulars set forth therein.

2. Categories of Personal Data Processed

For the purposes of the Agreement, Blueground shall process the following categories of personal data of the Sublessee:

- Identification data: full name, date and place of birth, nationality, identity card, driver's license or passport number and issuing authority.
- Contact data: residential address, email address, telephone number.
- Financial data: bank account details, payment history, tax identification number.
- Contractual and tenancy data: details of the Sublease Agreement, rental payments, duration, correspondence, notices, and any related documentation.
- Verification and due-diligence data: information used to verify identity, eligibility, or reliability of the Sublessee.
- Communication and support data: records of communications with Blueground, including emails, written correspondence and telephone calls, which may be recorded, as well as related metadata (such as date, time and duration), where necessary for customer support, quality assurance, dispute resolution, or protection of the Company's legitimate interests.
- Technical and usage data: electronic identifiers and other technical information generated through the use of the Company's systems or services.
- Access and security data: images, access logs or identifiers collected through building security systems or access-control mechanisms, where applicable and in accordance with law.
- Other data: any additional information necessary for the performance or enforcement of the Agreement, the protection of the Company's legitimate interests, or compliance with applicable legal obligations.

3. Purposes and legal bases of the data processing

3.1. Performance of the Agreement

Blueground shall process Sublessee Personal Data that are required for the purpose of performing the Agreement, including identity verification, payment processing, tenancy administration and property

access. The legal basis for the processing of Sublessee Personal Data required for the performance of the Agreement is the execution and performance of Sublessee's contract with Blueground.

3.2. Compliance with Legal Obligations

Blueground shall process Sublessee Personal Data to comply with legal obligations arising from the applicable legislation, court rulings, or other regulatory authorities. The legal basis for the processing of Sublessee Personal Data in this case is compliance with Blueground's legal obligations.

3.3. Communication and Support

Data collected in the context of communication and support provision to the Sublessee are processed for the following purposes under the applicable legal bases:

Blueground processes personal data relating to communications with Sublessees in order to manage and support the contractual relationship. This includes communications that are necessary for the performance of the Sublease Agreement or for taking steps prior to entering into the Agreement, such as responding to inquiries, providing information related to the subleasing services, managing requests, and communicating regarding contractual matters. The legal basis for this processing is the performance of Sublessee's contract with Blueground.

Blueground also processes communication and support data for purposes of quality assurance, internal control, and the handling of complaints or disputes. In this context, telephone calls with Sublessees may be recorded, where permitted by applicable law, in order to ensure accurate documentation of communications, improve the quality and consistency of customer support services, investigate complaints, and establish, exercise or defend legal claims. This processing is based on the Company's legitimate interests in maintaining high service standards, protecting its legal position, and ensuring the security and proper functioning of its operations. Sublessees are informed in advance where telephone calls may be recorded.

Blueground may also contact the Sublessee to support the effective administration of the property—such as general updates, building notices, or administrative information. The legal basis for this processing is Blueground's legitimate interest. The legitimate interest of Blueground lies in maintaining efficient, transparent, and proactive communication with the Sublessee. All such communications shall be limited to what is necessary and proportionate to this purpose.

Blueground may, from time to time, wish to send marketing communications, such as offers, newsletters, or information about related services or promotions. Such communications shall only be sent where the Sublessee has provided explicit consent. The Sublessee may withdraw this consent at any time without affecting the lawfulness of processing based on consent before its withdrawal. Provided that Sublessee has not opted out from receiving marketing communications, where allowed under the applicable legislation, Blueground may also send marketing communications about services similar to those that Sublessee had previously purchased. Sublessee shall always have the opportunity to opt out of these communications via the unsubscribe mechanism provided in each message or via the opt-out and data deletion mechanisms provided in Blueground's Privacy Policy.

3.4. Fraud Prevention

Blueground may process the Sublessee Personal Data to prevent, detect, and respond to fraudulent activities or attempted misuse of the property or related services. This may include verifying identities, investigating unusual or suspicious transactions, and monitoring access-related data. The legal basis for this processing is Blueground's legitimate interest. The legitimate interest lies in ensuring the integrity of contractual relationships, protecting Blueground's assets and the rights of other tenants, and mitigating legal, financial, or reputational risks associated with fraud or abuse.

3.5. Property Security

To ensure the safety and security of the premises, the public areas of a leased property may be monitored using closed-circuit television (CCTV) systems or through the maintenance of visitor logs. This monitoring aims to deter and investigate incidents such as unauthorized access, theft, vandalism, or other unlawful activity. CCTV coverage is strictly limited to shared or common areas (e.g., entrances, lobbies, corridors, parking areas), and is clearly marked by visible signage in accordance with applicable laws. Recorded footage is retained only for a limited period unless required for a specific investigation. The legal basis for this processing is the Blueground's legitimate interest. The legitimate interest consists in ensuring the physical security of the property, its occupants, and visitors, and in protecting the Blueground's and tenants' property from unlawful acts or damage.

3.6. Statistical Purposes

Sublessee Personal Data transferred to Blueground in connection with the sublease may be processed for statistical purposes or in connection with any sale of the sublease property. The legal basis for this processing of the personal data is Blueground's legitimate interest. The legitimate interest of Blueground lies in the profitable and sustainable administration of the property. Wherever possible said processing activity shall be conducted in an anonymized form, thus ensuring that no processing of personal data shall occur.

4. Data retention

Blueground shall retain Sublessee Personal Data for as long as necessary to fulfill the purposes for which it was collected, or as otherwise required under applicable law. When the applicable retention period ends, Blueground shall take the appropriate steps to securely delete or irreversibly anonymize the data. The duration of retention depends on the purpose of the processing and is determined by the following criteria:

Contractual performance: Blueground shall retain Sublessee data during the performance of the Agreement. After the termination of the relationship between the Parties, Blueground may retain certain data for a limited period where a legitimate business interest is applicable, such as responding to inquiries, maintaining records for internal administration, or addressing potential legal claims.

Legal and regulatory obligations: Where Blueground is subject to legal, tax, accounting, or regulatory obligations (e.g., Know Your Client and Anti-Money Laundering laws), Blueground shall retain specific data, such as booking and transaction records, for the period required by the applicable law. After the statutory retention period, such data is securely deleted or anonymized.

Legitimate interests: Blueground may retain personal data to the extent necessary to protect its legitimate interests. This includes the retention of data for purposes such as maintaining records of communications, monitoring and improving customer support quality, handling complaints and disputes, preventing fraud or misuse, and establishing, exercising, or defending legal claims. Retention under legitimate interests is carried out only for as long as required to fulfill these purposes, unless otherwise required by law. In particular, telephone call recordings are retained for a maximum period of twelve (12) months from the date of the call, after which they are securely deleted or irreversibly anonymized.

Consent: Where Blueground processes personal data on the basis of Sublessee's consent (e.g., for receiving marketing communications, Blueground shall retain that data until Sublessee withdraws their consent or the data is no longer necessary for the stated purpose. After withdrawal, Blueground

may retain a minimal record of Sublessee's consent and its withdrawal in order to demonstrate compliance with the applicable legal obligations.

5. Disclosure of personal data

In order to achieve the legitimate purposes herein described, specific categories of Sublessee Personal Data may be disclosed by Blueground, where strictly necessary and subject to appropriate confidentiality and data protection obligations, to Blueground's third party partners that support its services. These may include providers of technology, advertising and marketing services; data storage and security services; facility management providers who are engaged for the administration of the property; service providers engaged for property's repair and maintenance measures; as well as service providers involved with fraud detection and prevention.

Blueground may also disclose personal data, if required to do so by law, or for the purposes of legal proceedings or a search warrant, or if, in its judgment, such disclosure is necessary to comply with Blueground's legal obligations. In this context, it may be necessary to transfer data to competent authorities and/or Blueground's legal advisors for the purposes of legal investigation, prevention, or action relating to suspected or unlawful activities, including but not limited to such activities.

5. International transfers

Blueground may transfer Sublessee Personal Data to countries whose jurisdictions may have been determined by the European Commission and/or the UK Government not providing an adequate level of data protection. Where personal data are transferred to a country that has not been recognized as providing an adequate level of protection, Blueground shall ensure that appropriate safeguards are implemented to protect Sublessee Personal Data. Such safeguards may include the use of standard contractual clauses ("SCCs") approved by the European Commission or the UK Information Commissioner's Office, or other lawful mechanisms permitted under the applicable data protection laws.

6. Information Security

Blueground implements appropriate technical and organizational measures to ensure the security, confidentiality, integrity, and availability of Sublessee personal data and to protect it against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. These measures are designed to be proportionate to the risks associated with the processing and the nature of the personal data. Such measures include, among others: access controls and authentication procedures to limit access to authorized personnel only, regular data backup procedures to prevent data loss, network and system security measures, including firewalls, antivirus software, and intrusion detection system, regular testing, monitoring, and updating of systems to address security vulnerabilities and maintain resilience against emerging threats, data protection policies and procedures governing the processing of Sublessee personal data and staff training and awareness programs to ensure personnel understand their data protection obligations.

7. Sublessee's rights in connection with the processing of personal data

Pursuant to and under the conditions established in the applicable data protection legislation, the Sublessee may be entitled to certain rights:

- Access to information concerning Sublessee Personal Data processed by Blueground;

- Correction of any inaccurate or incomplete personal data;
- Objection to any processing of Sublessee Personal Data that we maintain;
- Deletion or restriction of the personal data processed by Blueground; and
- Receipt of the Sublessee Personal Data processed by Blueground in a structured, common and machine-readable format.

In the event that Sublessee considers that the processing of their personal data by Blueground infringes applicable data protection laws, Sublessee has the right to lodge a complaint to the competent Supervisory Authority in accordance with the applicable legislation.

Sublessee may exercise the aforementioned rights via the data subject request submission mechanism provided in Blueground's Privacy Policy or by contacting privacy@theblueground.com. If Sublessee wishes to submit inquiries about Blueground's data processing practices, Sublessee may contact Blueground's Privacy Team at privacy@theblueground.com. Sublessee may also contact Blueground's Data Protection Officer at dpo@theblueground.com.

8. For further details on how Blueground collects, processes, stores, and protects personal data, including Sublessee's rights and methods to exercise them, Sublessee may refer to Blueground's Privacy Policy, available at <https://www.theblueground.com/privacy>, which forms an integral part of this agreement.

9. Blueground may update this Privacy Notice from time to time in order to more accurately reflect its processing activities, changes in applicable laws, or developments in its services. When significant changes are made which affect the Sublessee, Blueground will take appropriate measures to bring the updated notice to the attention of Sublessees, which may include posting the updated notice on its website, notifying Sublessees by email, or providing updates through other appropriate channels. Sublessees are encouraged to review this Privacy Notice periodically to stay informed about how their personal data is processed and protected.