

BlueBiz Business Park Rules of Procedure

Table of contents

FOREWORD	5
CHAPTER I	5
GENERAL PROVISIONS	5
Article 1	5
Scope and objectives	5
Article 2	6
Definitions	6
ARTICLE 3	6
PROFILE OF THE BUSINESS PARK	6
CHAPTER II	6
MANAGEMENT OF THE BUSINESS PARK	6
ARTICLE 4	6
Managing Company	6
ARTICLE 5	6
SERVICES RENDERED BY THE MANAGING COMPANY	7
Article 6	7
RESPONSIBILITY OF THE MANAGING COMPANY	7
ARTICLE 7	8
RESPONSIBILITY FOR MANAGEMENT CHARGES	8
Article 8	8
DUTIES OF THE USER COMPANIES	8
CHAPTER III	
ESTABLISHMENT IN THE PARK	
ARTICLE 9	
ELIGIBLE OPERATIONS	
ARTICLE 10	
Use Agreements	
ARTICLE 11	
Transfers	
ARTICLE 12	
GUARANTEES	
CHAPTER IVUSE, OCCUPATION AND CHANGES IN FACILITIES	
ARTICLE 13	
Use of the facilities	
USE OF THE FACILITIES	
	10
CONDITIONS OF THE FACILITIES	10

Article 15	10
ACTIVITY LICENSING	10
Article 16	10
OCCUPATION OF THE FACILITIES	10
Article 17	10
STORAGE OF UNCOVERED MATERIALS	10
Article 18.	11
CHANGES IN THE FACILITIES	11
Article 19	11
Internal Road Traffic and Parking	11
Article 20	11
Signage	11
Article 21	11
Access to the park facilities	11
Article 22	12
ORGANIZATION OF EMERGENCY SECURITY	12
ARTICLE 23	12
LIABILITY FOR DAMAGE	12
CHAPTER V	13
ENVIRONMENTAL PROTECTION	13
Article 24	13
GENERAL RULES	13
Article 25	13
WASTE WATER	13
Article 26	14
Air emissions	14
Article 27	14
Noise	14
Article 28	14
RESONANCE	14
Article 29	14
SOLID AND LIQUID WASTE	14
CHAPTER VI	14
MAINTENANCE, DISTRIBUTION AND ACCESS OF UTILITIES TO USER COMPANIES	
Article 30	
CONDITIONS OF USE AND ACCESS OF UTILITIES	
ARTICLE 31	
MAINTENANCE OF TRANSFORMATION SUBSTATIONS	

CHAPTER VII	15
DEFAULT AND REVERSAL	15
Article 32	15
Non-Compliance	15
Article 33	16
REVERSAL AND RETURN OF THE FACILITIES	16
CHAPTER VIII	17
FINAL PROVISIONS	17
ARTICLE 34	17
AMENDMENT OF THE RULES OF PROCEDURE	17
ARTICLE 35	17
Doubts and Omissions	17
Article 36	17
Entry into force	17
ARTICLE 37	17
Appendixes to these Rules of Procedure	17



BLUEBIZ BUSINESS PARK RULES OF PROCEDURE

FOREWORD

These Rules of Procedure establish the rules that guide the installation, management and operation of BlueBiz Business Park, as well as the use, transformation and occupation of its soil, under the territorial management instruments approved for the area where the Park is located.

BlueBiz is a Business Park in Vale da Rosa, Setúbal with a vocation to accommodate industrial, logistics and service companies, whose management entity, aicep Global Parques, S.A. also takes on the role of service provider, making several services of proven interest to both the Park and the companies established there available to BlueBiz user companies.

These Rules of Procedure apply to all BlueBiz users and are an integral part of all agreements to be entered into between the companies and the managing entity and complement all existing agreements. In case of conflict, they prevail over the contractual or agreed provisions that might contradict them.

Attached to these Rules of Procedure are the Rules of Procedure for both Parking and Access of People to the Park and the Self-protection Measures in force, and the provisions contained therein must also be complied with by the companies established in the BlueBiz Business Park.

CHAPTER I GENERAL PROVISIONS

Article 1

Scope and objectives

- 1. These Rules of Procedure establish the general rules for access, installation, use and movement in BlueBiz and apply to companies established and to be established in the Park. These companies also undertake to make sure their workers and all external persons visiting their premises comply with these rules.
- 2. These Rules of Procedure do not waive the liability of companies installed in BlueBiz regarding compliance with the legal and regulatory provisions they are bound to.
- 3. These Rules of Procedure aim at:
 - a) Ensuring the transparency, discipline and security of the process of access, establishment, use and movement in the facilities and common spaces of the business park;
 - b) Identifying the rights and duties of the Managing Company and the companies;
 - Promoting the qualification and proper operation of BlueBiz and complying with the established terms;
 - Promoting the qualification of the established companies promoting the quality of the spaces they occupy;
 - e) Minimising the environmental impacts of business operations.

Definitions

For the purposes of these Rules of Procedure, the following definitions shall apply:

- a) <u>BlueBiz or business park</u> the territorially delimited and multifunctional area, consisting of a set of rustic and urban buildings identified in Appendix 1 and intended to accommodate industrial, logistical, storage and service activities, whose establishment meets the industrial and business development objectives;
- b) <u>Managing Company</u> aicep Global Parques, S.A. is the management entity of BlueBiz and the owner of the buildings in it;
- c) <u>Established companies or user companies</u> business entities performing their operations at BlueBiz under a valid and effective agreement, entered into with the Managing Company;
- d) <u>Agreement</u> legal business to be entered into with the Managing Company, under which the latter assigns to the companies to be established the spaces they need to perform their operations therein, and may also include the rules regarding the provision of several private services to these companies;
- e) <u>Implementation polygon (or contracted area)</u> is the area corresponding to the space assigned under the agreement to each of the established companies.

Article 3

Profile of the Business Park

BlueBiz Business Park, hereinafter referred to as BlueBiz, is located in Vale da Rosa, municipality of Setúbal, to accommodate different business units with specific vocations, namely, industrial units, warehouses and service buildings, also providing green areas and common infrastructures, such as roadways and basic sanitation networks, treatment of liquid waste, water supply networks, and electrical and communications infrastructures.

CHAPTER II MANAGEMENT OF THE BUSINESS PARK

Article 4

Managing Company

- 1. aicep Global Parques, S.A. is the Management Company of BlueBiz.
- 2. The following are the competencies of the Managing Company:
 - a) Promote and monitor the access and establishment in the Park of companies through an agreement entered into with the Managing Company;
 - b) Develop promotion and marketing actions of BlueBiz;
 - c) Ensure the good condition and maintenance of the infrastructure and equipment for the common use of the park, together with the relevant competent authorities;
 - (d) Provide the common services listed in Article 5 of these Rules of Procedure;
 - e) Ensure compliance with environmental, safety and legal standards regulating the respective activities of user companies;
 - f) Enforce these Rules of Procedure;
 - g) Amend these Rules of Procedure when and informing the users of such amendments;
 - h) Others that the law may assign it in its role of Managing Company of a business and industrial park.

Article 5

Services rendered by the Managing Company

- 1. The Managing Company provides, on its own or via third parties, the following services in the common use areas:
 - a) Cleaning;
 - (b) Gardening and conservation of existing green areas;
 - c) Management of the Park's common information signalling facilities;
 - (d) Coordination of the collection of municipal solid waste;
 - e) Street lighting;
 - f) Concierge and access control;
 - g) Surveillance and Security;
 - (h) The conservation and maintenance of common facilities;
 - i) Domestic sewage treatment service.
- 2. The Managing Company, on its own or via third parties, may also make other private services of interest available to the user companies:
 - (a) The organisation of vocational training activities;
 - b) Assistance in licensing processes of operations;
 - c) Technical assistance in the preparation of the project and management of interior renovation of buildings;
 - Technology-based management consulting services or technical assistance to the facilities of user companies;
 - e) Coordination of the collection and disposal of specific solid waste produced in user companies;
 - (f) Maintenance services of user companies' facilities;
 - (g) Security inside the companies;
 - h) Treatment service of industrial sewage for user companies.
- 3. The Services referred to in paragraph 2, if provided by the Management Entity, shall be the object of an agreement to be entered into between the Managing Company and the user company.

Article 6

Responsibility of the Managing Company

- 1. Planning of the Park areas, where this particular plot is located, may be changed by the Managing Company shall have the right to change the type of uses in the neighbouring area of the assigned plot and the user companies cannot claim any right to compensation or termination of the agreement.
- 2. Whenever, and at the Managing Company's discretion, imposition or decision works are carried out in the surrounding area of the assigned plot, the Managing Company shall endeavour, before the performance of such works, to consult the user company to minimise the negative effects of these works in the normal operation of its establishment, and shall notify in advance of the date expected for both the beginning and completion of such works.
- 3. The Managing Company is not liable for any loss of activity or customer base for the user companies for any reason, even in the event of temporary suspension of any of the services provided or contracted by them, namely due to works ongoing.
- 4. The Managing Company is not liable for thefts or robbery that may occur in the Park, nor for any other issues related to the safety of people and property.

Responsibility for management charges

- 1. The remuneration due for the management of BlueBiz, corresponding to the availability of the space and the common services mentioned in paragraph 1 of article 5, is defined by the Managing Company and shall be paid by the user companies together with the respective monthly rent.
- 2. Payments shall be made by bank transfer to the account to be provided by the Managing Company until the 10th of each month and interest shall be charged at the legal rate in force in case of late payment.
- 3. The remuneration referred to in paragraph 1 shall be annually updated, for each agreement on the respective anniversary date, applying the coefficient of update of non-housing rents published in the Portuguese Government journal Diário da República.
- 4. The costs related to the services mentioned in paragraph 2 of article 5 are borne by the user companies requesting them, under the terms established in the respective agreements.

Article 8

Duties of the user companies

User companies undertake to:

- (a) Comply with these Rules of Procedure;
- b) To license the activity to be carried out in the spaces under the appropriate legal terms and to mention this activity in the agreement to be signed with the Managing Company;
- c) Respect the general rules of courtesy and respect for others;
- d) Comply with the rules regarding the occupation of the space, environmental protection, safety, use of infrastructure and common spaces under the provisions of these Rules of Procedure;
- e) Keep the facilities they operate in, including the plot and the surrounding area, in good condition, maintenance and cleaning;
- f) Allow access to the equipment under management by the Managing Company located in the facilities they occupy for maintenance, repair and inspection purposes;
- g) To pay, within the deadlines set, the monthly remuneration established in the agreement entered into, as well as the remuneration for the management corresponding to the common use services and private services contracted and rendered by the Managing Company, under the provisions of these Rules of Procedure and the agreement;
- h) Immediately notify the Managing Company upon becoming aware of any aspect that may jeopardize the safety of the facilities they operate in or the common areas and equipment;
- i) Comply with the standards and rules established in Article 20 of these Rules of Procedure regarding placement and model of signage identifying user companies.

CHAPTER III ESTABLISHMENT IN THE PARK

Article 9

Eligible operations

- 1. BlueBiz allows the installation of industrial, logistical, storage and service activities ensuring good management of environmental preservation.
- 2. Exceptionally, other operations may be eligible provided that they are compatible, consistent and beneficial to the remaining operations defined in the previous paragraph 1 and do not have the inconveniences defined in the following paragraph 3.

- 3. Accommodation of any economic operation in the Park requires prior approval by an agreement signed with the Managing Company, and may be rejected, in particular under the following circumstances:
 - a) Operations to be performed by the applying company are incompatible with BlueBiz's operating logic;
 - b) Operations to be carried out are likely to cause significant environmental damage;
 - c) Operations to be performed might lead to significant operating conflicts or losses and affect the maintenance of the infrastructure of the business park;
 - d) The activity to be developed might entail significant operating conflicts or losses for other companies already established there.

Use Agreements

- 1. Companies applying for installation in BlueBiz must enter into a use agreement with the Managing Company for the spaces where they wish to establish themselves and the operations they wish to perform there
- 2. Exceptionally, other contractual modalities of establishment in BlueBiz may be accepted, provided they have prior approval by the Managing Company.
- 3. The use of BlueBiz by user companies for purposes other than those established in the agreement requires prior due authorization by the Managing Company and must be included in an amendment to the agreement.

Article 11

Transfers

- 1. User companies cannot transfer or assign, upon payment or free of charge, the right of use or operation, allow the use in any form, including through assignment of shares, of any of the areas they occupy, unless previously and in writing authorized by the Managing Company.
- 2. In case of transfer of the authorized contractual position of a user company in favour of a third party, the latter undertakes to inform the third party of these Rules of Procedure, and it is a precondition for an efficient operation of the business that such third party is made aware of these provisions, stating its acceptance of this application in a statement sent to the Managing Company.
- 3. The Managing Company is always granted the right of first refusal as to any agreement user companies may enter into, namely regarding the transfer or assignment of spaces in any capacity.

The right of first refusal referred to in the preceding paragraph shall be exercised under the provisions of Articles 414 to 423 of the Civil Code.

Article 12

Guarantees

To ensure compliance with these rules of procedure, the laws in force and the use agreement, each installed company may be required, at the signing of the respective agreement, to submit the Managing Company a bank guarantee in the amount and terms set out in the agreement.

CHAPTER IV USE, OCCUPATION AND CHANGES IN FACILITIES

Article 13

Use of the facilities

- 1. The use of the facilities contracted by the companies for purposes other than those expressed in the respective agreements entered into requires prior authorization from the Managing Company.
- 2. In the case of intervention by external companies, duly authorized by the Managing Company, in occasional works in the established companies, companies and respective employees hired to perform such works are bound to comply with the provisions of BlueBiz Self-protection Measures and Safety Plan.
- 3. User companies must allow access to their facilities to the employees of the Management Company and/or official bodies visiting them for inspection purposes.

Article 14

Conditions of the facilities

- 1. Conservation and maintenance interventions that are necessary to maintain the facilities, goods and equipment of exclusive use by the user companies in appropriate conditions are the responsibility of the user company.
- 2. The responsibility for other interventions in the facilities, plot or surrounding area, in addition to those referred to in the preceding paragraphs, namely interventions to upgrade the facilities during the use contract is the responsibility of the user companies, without prejudice to the specific agreement stating otherwise and contained in the user agreement.

Article 15

Activity Licensing

- 1. The use agreement does not exempt the user company from complying with the duties under the law as regards the pursued operations, namely obtaining the necessary licenses and administrative authorizations, and it is up to the user company to bear the costs and expenses resulting therefrom.
- 2. The user company undertakes to send to the Managing Company photocopies of all licenses and authorizations issued, as referred to in the preceding paragraph when summoned for this purpose.

Article 16

Occupation of the facilities

- 1. The occupation of the spaces by the established companies cannot exceed the limits provided for in the Implementation Polygon corresponding to the area contracted by the company for its exclusive use.
- 2. Outside the implementation polygon, no occupations are allowed, except in special cases, which must be previously and expressly authorized by the Managing Company.
- 3. Any changes intended by the user companies, arising from their operational needs, must be duly justified and subject to prior written approval by the Managing Company and the competent entities.
- 4. The spaces used by the established companies fall under the Self-protection Measures and Safety Plans approved for BlueBiz.

Article 17

Storage of uncovered materials

1. The storage of uncovered materials depends on their location within the respective contracted areas.

2. The stored materials must comply with the safety conditions provided for in BlueBiz's Internal Emergency Plan and must be packaged and properly organized to avoid risks or negative environmental and visual impacts.

Article 18

Changes in the facilities

Changes in the facilities occupied by the user companies or common areas are not allowed, except in cases previously and expressly authorized by the Managing Company.

Article 19

Internal Road Traffic and Parking

- 1. Car and pedestrian traffic, and parking inside the business park should respect the existing signs and should not pose a risk to persons and goods, nor hinder the movement and manoeuvring of heavy vehicles.
- 2. Parking inside the business park is intended exclusively for the vehicles of the user companies and their duly authorized employees, service providers, customers or visitors.
- 3. The light and heavy vehicles parking and stop areas are defined next to each BlueBiz building, and parking or stopping vehicles outside these areas is not allowed.
- 4. Each established company shall be assigned a maximum number of car parking spaces in the Park, which should not be exceeded.
- 5. Loading and unloading operations must be carried out at specific places and times, duly signalled and established for this purpose.
- 6. The use or occupation, even provisionally, of traffic routes or common spaces for parking or stopping vehicles is not allowed without prior authorization and definition of appropriate prevention and signalling measures, to prevent situations that might jeopardize safety.
- 7. Vehicle access is not allowed when all relevant parking places are taken.
- 8. Traffic routes, parking lots and other spaces fall under the General Standards and Particular Standards set out in the BlueBiz Self-Protection Measures and Safety Plan.

Article 20

Signage

- 1. The placement of signage elements or means in the occupied spaces, to identify the user companies shall be their responsibility and their placement must respect the image unit parameters in place at BlueBiz, and such placement must be subject to prior and express approval by the Managing Company.
- 2. In addition to the signage referred to in paragraph 1, companies may place specific signs for temporary situations but are also subject to prior and express approval by the Managing Company.
- 3. The information signs placed on the common roadways are managed by the Managing Company.

Article 21

Access to the park facilities

- 1. Regular access of people and vehicles to BlueBiz shall be made exclusively through the Concierge, equipped with permanent surveillance and in charge of regulating the park entrance and exit.
- 2. BlueBiz concierge surveillance is ensured by a security company duly accredited and contracted by the Managing Company for this purpose.
- 3. Companies established in BlueBiz must provide the Managing Company with a list of the staff and respective cars, which should be updated whenever any change occurs.
- 4. All persons and their vehicles not on the list referred to in paragraph 3 of this Article are considered visitors.

- 5. Visitors are only allowed to enter after producing a personal identification document and after the security guard calls the company they wish to visit to confirm the person's identity.
- 6. The security guard fills in an access card which must be returned upon exit with signed confirmation of the visited person and stating the time when the visit was over.
- 7. The security guard shall record the name of the person and registration plate of the vehicle and record the entry and exit times.
- 8. In case of need to enter the premises of the Park by entities of a specific nature and stays of special duration, the Managing Company may create appropriate special rules.

Organization of emergency security

- 1. Established companies must have Self-protection Measures in place with an Internal Security Plan establishing the company's security structure and the rules and procedures for its employees in emergency situations and whose articulation with BlueBiz's Self-protection Measures and Security Plan must be ensured.
- 2. Established companies shall produce their Self-protection Measures with their Internal Security Plan to the Managing Company, prepared under paragraph 1 with identification and contacts of their security team and mentioning at least one person to be reached in case of emergency.
- 3. Under the provisions of paragraph 1, emergency situations that may occur must be immediately reported to the security guard on duty.

Article 23

Liability for Damage

- 1. The user company is liable for any damages resulting from its operations or resulting from failure to comply with the conservation duties and caused to persons and goods in its plot, facilities and surrounding area, including other possible third-party plots.
- 2. The user company must take up an adequate insurance contract with a reputable insurer, and specific requirements and minimum assets to be insured may be contained in the user agreement.
- 3. In these insurances:
 - a) the Managing Company must be the insured entity, there must be a non-cancellation clause (preventing the policy from being cancelled for any reason without first informing the Managing Company);
 - b) the deductible falls on the user company (without effects vis-a-vis third parties);
 - c) the Managing Company should be able to settle premiums if the user company failed to do so;
 - d) A change in the capital or deductibles amount shall not be allowed without the prior agreement of the Managing Company.
- 4. The user company undertakes to take up any mandatory insurance under the legislation in force and its legal terms.
- 5. The user company undertakes to provide a full copy of the policies in force, submitting annually to the Managing Company proof that these policies are in force.

CHAPTER V ENVIRONMENTAL PROTECTION

Article 24

General rules

- 1. User companies must comply with the environmental legislation in force, in particular concerning environmental protection standards and the application of measures to minimize the effects produced by their business operations, either during the establishment stage or when the company is in full operation.
- 2. User companies are liable for damages caused to the park and to third parties in the event of ineffective operation of their anti-pollution systems.
- 3. The temporary suspension of the anti-pollution systems of a company established in BlueBiz is grounds for the suspension of the company's operations.
- 4. Each user company shall secure the legally required environmental licensing and/or environmental impact assessment, including a legally imposed environmental liability guarantee and send a copy to the Managing Company upon request.

Article 25

Waste Water

- 1. For the discharge of wastewater into the business park collector, the user agreement must set waste limit values for each user company, sample parameters, periodicity of the self-control to be carried out by the user company and review period.
- 2. User companies that cause levels of environmental pollution or generate liquid waste not compatible with the BlueBiz general sanitation system and the municipal network, as defined in the authorization referred to in paragraph 1, shall see their activity suspended and are only allowed to resume work after proving that the methods and purification systems to be introduced into the network provide full guarantee of compatibility with the receiving environment and compliance with the parameters defined in the legislation in force and in the authorization granted.
- 3. The wastewater discharge limit values may be changed according to legal requirements and environmental quality downstream, and the relevant companies are to be informed immediately as to these changes.
- 4. The user companies must inform the Managing Company immediately, whenever there are changes in the production process with repercussions on the quality and type of liquid effluent discharges, irrespective of the fact if these changes are occasional, accidental, temporary or definitive.
- 5. The Managing Company shall put in place measures to obviate the effects of discharges reported by the user companies to the extent and according to the limitations of the installed system, and the repair of any damage caused by these discharges falls always on the user companies.
- 6. The user companies must carry out, whenever their activity requires, pre-treatment of liquid waste to ensure compatibility with the BlueBizz general wastewater system and the municipal network.
- 7. User companies must undertake to self-control the liquid waste to be carried out is should be ensured by accredited laboratories and report the results of these samples to the Managing Company.
- 8. The Managing Company may, on its own, perform a counter-sampling to check the adequacy of self-control, the result of which shall prevail until the adoption of minimization measures and the acceptance by the Managing Company of new representative sampling made by the client, under supervision of a Managing Company representative.

Air emissions

- 1. Industrial or storage facilities with relevant topical or diffuse emissions of particles, odours and other air pollutants shall ensure the maintenance of the proper operating conditions of the minimisation systems to comply with legal requirements, reduce nuisance in the vicinity and preserve a healthy workplace environment.
- 2. User companies shall submit to the Managing Company the reports of self-control of air emissions carried out under the applicable legislation.

Article 27

Noise

- 1. User companies must strive to comply with the General Regulation on Noise, under the legislation in force.
- 2. Establishments operating at night must comply with the legal limits accepted outside the business park, day and night, concerning the most exposed receivers.
- 3. The equipment used outside must comply with the sound power levels established in the applicable legislation.
- 4. The user companies shall produce to the Managing Company noise assessment reports carried out under the applicable legislation, as well as the sound power certificates of the noisy equipment.

Article 28

Resonance

- 1. Activities that cause resonance or concussions in the soil beyond the limits of the BlueBiz Business Park and that are detectable without the help of precision instruments are not allowed.
- 2. Exception from number 1 above are temporary activities associated with construction works duly authorised at BlueBiz.

Article 29

Solid and liquid waste

- 1. The management, collection and final disposal of all waste produced in the respective business unit are the responsibility of the user companies, under the applicable legislation, except for municipal solid waste collected under the terms of these Rules of Procedure and the agreement.
- 2. The disposal of hazardous waste with municipal or equivalent solid waste is prohibited, and those producing such waste are liable to manage and dispose of it.
- 3. Discharge of liquid waste, in particular diluents, mineral oils and food oils, together with wastewater is prohibited.
- 4. Recyclable or potentially recoverable waste, industrial waste and hazardous waste must be separated and delivered to authorized entities for their proper handling, in compliance with the applicable legal requirements.

CHAPTER VI

MAINTENANCE, DISTRIBUTION AND ACCESS OF UTILITIES TO USER COMPANIES

Article 30

Conditions of use and access of utilities

- 1. The use by user companies of utilities deemed necessary for their business activity is subject to prior agreement with the Managing Company and the respective establishment agreement shall contain the conditions for access and use thereof.
- 2. User companies shall comply at all times with the applicable legislation as well as with the technical requirements or regulations of the provider entities.
- 3. When the supply and provision of utilities are made through the Managing Company, the means of supply and payment are regulated in the user agreement.
- 4. User companies shall contract directly with their supplier's supply of water for human consumption, telecommunications, gas and other utilities, if necessary for their operations.
- 5. In the particular case of electricity, currently supplied through the Managing Company, the Managing Company may suggest the user companies' contract directly with the distribution companies and/or concessionaires, if this is technically possible.
- 6. Verification of consumption carried out through meters rented by the user company to the Managing Company and respective billing will be the responsibility of the latter.
- 7. It is up to the user companies to bear the costs and charges related to the consumption of several utilities.
- 8 The Managing Company is not liable for any interruptions, as well as for any circumstances that might affect the quality of the supply service of the utilities referred to in the preceding paragraphs, namely, among others, power changes in the supply of electricity, situations arising from supply interruptions by the respective suppliers, equipment breakdowns or infrastructure breakdown.

Maintenance of Transformation Substations

To meet the good regulatory practices and the smooth operation of the Electric Grid of the Business Park, aicep Global Parques reserves the right to partially or generally cut electricity to ensure the necessary conditions to perform preventive maintenance in Transformation Substations, without any right to compensation or the installation of auxiliary energy production equipment.

CHAPTER VII DEFAULT AND REVERSAL

Article 32

Non-Compliance

- 1. Failure by the user companies to comply with the payment duties under these Rules of Procedure and the agreement leads to the immediate collection of default interest under the terms of the agreement established with the Managing Company.
- 2. The serious and repeated non-compliance by the user company with the obligations outlined in these Regulations, grants the Managing Company the right to terminate the contract, for all legal purposes, if it so wishes and immediate return of the facilities to the managing company.
- 3. For the purposes of paragraph 2, serious and repeated non-compliance is there, in particular, in case of late payment of the lease amount and/or the price of the contracted services for a period exceeding 3 months.
- 4. Failure to terminate the contract in those cases and when the Managing Company would be entitled to do so shall not preclude the right to do so later.

Reversal and return of the facilities

- 1. In addition to the provisions of Article 32, non-compliance with the provisions of Chapter V of these Rules of Procedure and BlueBiz's Self-protection Measures and Safety Plan are also grounds for returning the occupied facilities to the Managing Company.
- 2. Upon termination of the agreement after expiration or termination, the works carried out and the facilities built under the agreement shall revert free of charge to the Managing Company, and, within a maximum period of thirty days, the user company shall remove the equipment and other removable objects and return the plot to the Managing Company, through *after an ad perpetuam rei memoriam inspection report,* to be carried out by the Managing Company inspection services.
- 3. In case of failure of the user company to comply with the provisions of the preceding paragraph, the Managing Company has the right to use the necessary and appropriate means to regain possession of the plot.
- 4. The non-acceptance by the user company of the grounds invoked by the Managing Company for the exercise of the right of termination grants the Managing Company the right to sue the Managing Company in court, but may not claim the right of retention, nor prevent or hinder the actions undertaken to regain possession of the facilities/plot or, subsequently, to exercise its ownership rights.
- 5. The non-removal of equipment and other removable objects, as well as the non-return of the plot to the Managing Company under the terms provided for in paragraph 2, constitute serious damage to the latter caused by the user company, without prejudice to the possibility of imposing sanctions for the unlawful use of the facilities.
- 6. Without prejudice to other rights the Managing Company wished to exercise, if, on the date on which it resumes possession of the facilities/plot, goods, furniture, machinery or any other products or equipment remain there and which the user company has the right to collect, the Managing Company is, for thirty days, acting as trustee and must proceed to the lien on assets and may promote, at the expense of the user company, their transfer and storage elsewhere.
- 7. Within thirty days referred to in the preceding paragraph, the user company may, upon payment of the expenses and charges incurred by the Managing Company in the capacity of bona fide depositary, namely regarding the removal of the assets to another location and storage thereof, proceed with their collection.
- 8. If, after thirty days as referred to in the paragraph above, the user company does not collect its assets under the provisions of the preceding paragraph, the Managing Company's liability for these assets ceases and its custody or compliance with any duties the depositary is generally legally committed to ceases too, without prejudice to being able, in particular, to invoke the right of retention of these assets.
- 9. The conditions for the exercise of the right of reversal by the Managing Company must be expressly stated in the agreement to be entered into with the user company.

CHAPTER VIII FINAL PROVISIONS

Article 34

Amendment of the Rules of Procedure

- 1. The provisions contained in these Rules of Procedure shall be subject to review or amendment whenever the Managing Company deems convenient, upon prior consultation with the established companies.
- 2. The prior consultation will be carried out by registered letter with acknowledgement of receipt, to be sent to the address of each user company as contained in the respective agreement.
- 3. The user company has a period of 15 days to express its opinion on the proposed amendment. Any suggestion shall be considered and taken into account by the Managing Company in the final wording of the amendment to be approved.
- 4. If the user company does not issue any comment within the period referred to in the preceding paragraph, the said amendment shall be deemed accepted for all legal purposes.

Article 35

Doubts and Omissions

- 1. The Managing Company is the competent entity for the resolution of conflicts and/or doubts arising from the application of these Regulations.
- 2. In everything else that is not provided for in this Regulation, the legislation in force, namely the Commercial Companies Code and, with the necessary adaptations, the legislation relating to Business Parques, shall apply.

Article 36

Entry into force

- 1. This Regulation shall enter into force immediately after the date of its adoption, which occurred during the Executive Committee Meeting on 28 June 2022
- 2. After approval, these Rules of Procedure shall be mandatorily published on the aicep Global Parques website.

Article 37

Appendixes to these Rules of Procedure

Attached to these Rules of Procedure and forming an integral part of it are the following documents that must be complied with by all established user companies.

- i) regulation of Parking and Access of People in the BlueBiz Business Park;
- ii) the approved BlueBiz Self-Protection Measures.

June 2022

APPENDIX I TO THE BLUEBIZ BUSINESS PARK RULES OF PROCEDURE

REGULATION ON ACCESS AND MOVEMENT OF PEOPLE AND CARS IN BLUEBIZ PARK

CHAPTER I

GENERAL PROVISIONS

Article 1

Subject Matter

These Rules of Procedure, which form Appendix I to the BlueBiz Business Park Rules of Procedure aim at establishing rules for access of people and vehicles to the BlueBiz Business Park and to organize the use of roadways and car parks inside it.

Article 2

Scope

- **1.** These Rules of Procedure apply to all users of the Park on foot or by car, namely: workers, service providers, trainees, suppliers and other visitors.
- 2. BlueBiz has the territorial area resulting from the floor plan, as well as the list of car parks, which constitute Appendix I to these Rules of Procedure and which form an integral part of it.

Article 3

Access to BlueBiz

Access to BlueBiz on foot or by car is made on the East through Rua da Pêga Manca.

Article 4

Opening hours

- 1. Access to BlueBiz is permitted 24 hours a day, 7 days a week.
- 2. The entry or exit of vehicles is allowed during the time provided for in the previous number.

Article 5

Pedestrian access

- 1. Pedestrian access to the Park is allowed to employees of the companies established there, and the user has to produce the Park's identification card, which can be requested by the concierge services and the Aicep Global Parques staff.
- 2. The remaining visits must identify themselves at the entrance of the Park.

Article 6

Car access and parking

- **1.** The access of vehicles is done through a proximity card triggering the opening of the automatic barriers of the BlueBiz entrance and the interior car parks for duly authorized users.
- **2.** Parking is only allowed for authorized vehicles, limited to the capacity of the Park and the availability of vacant spaces in the parks.
- **3.** The authorization for access and parking in the parks is personal and non-transferable and is associated with the registration plate of the vehicle and the person.
- 4. Other vehicles are also granted access to the BlueBiz, namely:

- a) On duty, from aicep Global Parques;
- **b)** Transportation of goods or authorised visitors, and entities directly related to transport or visit, should communicate in advance, whenever possible, with the services in charge of the management of the system installed in BlueBiz;
- c) By individual public transport (taxis and car-sharing companies), solely to pick up or leave passengers;
- d) Emergency vehicles on duty;
- e) In the case of temporary authorised replacement of new registration place and duly reported to the concierge.

Movement and parking conditions

- 1. Without prejudice to compliance with the general rules of the Road Code, the movement of vehicles inside BlueBiz should follow the rules of good conduct, namely:
 - a) 30 km/h speed limit;
 - b) no use of audible signals;
 - c) non-performance of dangerous or fun manoeuvres such as spinning tops, rallies, etc.
 - d) parking outside the designated areas;
 - e) parking in reserved areas without permission.
- 2. Park users must comply with the instructions of aicep Global Parques staff on duty.
- **3.** Failure to comply with the rules laid down in this Article shall be subject to penalties as described in Articles 12 and 13 of these Rules of Procedure.

CHAPTER II

PARKS AND PARKING ZONES

Article 8

Definitions

For the purposes of these Rules of Procedure, the following definitions shall apply:

- **a)** Parking lot and reserved parking area: bearing the indication *reserved*; within the areas of operation of the companies established in this Park; limited by barriers, gates or enclosures.
- **b)** Unreserved car parks: All car parks other than reserved car Parks.

Article 9

Reserved parks and parking zones

Access is granted to reserved parks and reserved parking areas by duly authorized and registered vehicles.

Article 10

Unreserved car parks

- 1. The following shall have the right to access unreserved car parks:
 - a) users with a card triggering the opening of automatic entry barriers in BlueBiz;
 - **b)** identified visitors
- **2.** The right referred to in paragraph 1 of this Article shall be subject to the existence of vacant posts in the Parks.
- **3.** Parking is only allowed in the places specifically marked for this purpose.

CHAPTER III

SYSTEM MANAGEMENT

Article 11

Access and parking authorisation

- **1.** Access and parking permits are granted or revoked, as the case may be, by activating or deactivating cards with aicep Global Parques.
- **2.** Authorisation to access parks and reserved parking areas shall be granted taking into account the rules and procedures laid down for that purpose.
- **3.** Parking permits in the parking areas of the garage with reserved use are granted taking into account the available parking spaces.
- **4.** Access authorisations may also be granted in exceptional cases. These authorisations shall be decided on a case-by-case basis and shall be subject to payment of a fee for the use of the car park, which may be annual, daily or hourly.
- **5.** A parking permit for extended periods is granted on a case-by-case basis and upon payment of a daily use fee
- **6.** Obtaining a second card for loss, damage or loss of the first requires payment of the amount set for this purpose and the first card will be immediately cancelled.
- 7. The amounts corresponding to the annual, daily and hourly contributions shall be set annually.

Article 12

Penalties for non-compliance with parking rules

- **1.** Parking outside the places specifically indicated for this purpose is not authorized and is annotated through an irregular parking document, left in the vehicle.
- **2.** The vehicle with entry authorization in BlueBiz that reaches more than 3 (three) annotations is barred from entering the Park for a period of 30 days.

Article 13

Penalties for non-compliance with traffic conditions

- **1.** Failure to comply with any of the provisions of these Rules of Procedure, in particular the provisions of Article 7 on more than three occasions, shall entail:
 - a) Written notification to the offending company;
 - b) Suspension of access to car parks for a period of 30 days;
- 2. In view of the seriousness of the infringement, the authorisation to access the car parks may be cancelled.
- **3.** The penalties provided for in these Rules of Procedure may be appealed to the Director of the Park, and the respective request must be submitted within a maximum period of 5 working days after notification of the penalty.
- **4.** The application of penalties is the responsibility of BlueBiz Management.

CHAPTER IV

FINAL PROVISIONS

Article 14

Liability for possible losses

- 1. aicep Global Parques is not liable for theft and/or damage, whatever its cause, in vehicles parked or in circulation, as well as people and goods that are inside the vehicles or walking on foot.
- **2.** Any damage caused to the assets of aicep Global Parques or third parties inside the Park is the responsibility of the person who caused the damage.

Article 15

Surveillance on BlueBiz

- 1. The entity in charge of the surveillance of BlueBiz is authorized, whenever it deems it necessary, to:
 - a) ask the users, referred to in Article 2 (1) of these Rules of Procedure, to submit a document proving their capacity.
 - **b)** ask visitors or suppliers to display an identification document or their capacity.
 - c) prevent entry in cases where it considers that the safety of the site is at stake.
- **2.** In cases provided for in these Rules of Procedure, the entity in charge of surveillance must prepare a report.

Article 16

Special parking conditions guaranteed

- 1. aicep Global Parques reserves the right to assign, in special situations, guaranteed parking or reservation of parking space.
- **2.** These special situations may result from specific requests from the companies installed in the Park, namely technical situations, situations of public utility, etc.

Article 17

External entities

Entities external to BlueBiz or entities that have cooperation or other agreements with aicep Global Parques may access BlueBiz and use the car parks with specific authorization, to be granted by the Director, on a case-by-case basis and are for all purposes subject to the terms of these Rules of Procedure.

Article 18

The entity in charge of monitoring compliance with these Rules of Procedure

- **1.** The control of access to BlueBiz and the use of traffic routes and car parks are the responsibility of the services appointed by the Park Director for this purpose.
- **2.** These services specify, if necessary, the operating rules for the application of the system of access to the Park and use of the Parks.
- **3.** Any doubts as to the provisions of these Rules of Procedure will be clarified by the services referred to in paragraph 1 of this Article.
- **4.** The Regulation is available for consultation and printing on the aicep Global Parques webpage (www.globalparques.pt) or can be obtained through aicep Global Parques.
- **5.** Any amendment to these Rules of Procedure or related provisions by top entities are disclosed using the same means and services mentioned in the previous number.

Unforeseen situations

Any situations not provided for in these Rules of Procedure and that may be deemed important are analysed and decided by the services appointed by the Director of the Park for this purpose.

Article 20

Changes to car parks and parking areas

Parks and parking areas referred to in this Regulation may be subject to changes, additions or reductions of seats, and no amendments to these Rules of Procedure are necessary.

Article 21

Provision of a Copy of these Rules of Procedure

Without prejudice to Article 18 (4) and (5) of these Rules of Procedure, a copy of these Rules of Procedure shall be provided whenever requested by the user or company established in the Park.

Article 22

Entry into force of these Rules of Procedure

These Rules of Procedure shall enter into force on 1 September 2020.

APPENDIX I TO THE BLUEBIZ BUSINESS PARK RULES OF PROCEDURE

SELF-PROTECTION MEASURES

(<u>Link</u> to Self-Protection Measures on the website)