

COLIVINGLIGURIA
Supplementary Contractual Documentation

Attachment R
Internal Registry, Amendments and Notices

Unpopulated specimen

Complete document for reviewing structure and default values; it is not intended for execution.

The Company

ColivingLiguria S.r.l.
(Represented by Simone Testino)

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The Signatory

This document is not an independent agreement, but a technical/regulatory Attachment subordinate to the Main Contract:

Main Contract (Ref.):

The complete biographical data, contact details, and signatures of the Signatory are fully reported in the Main Contract identified above, to which this Attachment makes indissoluble reference.

*Privacy Notice (GDPR):
Any personal data contained in this Attachment and in its related Principal Document are processed pursuant to EU Regulation 2016/679 (GDPR), according to the applicable privacy attachment and the rules referenced in the Principal Document. The applicable disclosure classification is stated in the cover notice.*

Courtesy Notice:
*AI-generated translation for informational purposes only.
The Italian version is the sole legally binding document.*

Place: Cairo Montenotte · Date: July 29, 2026

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Binding Vocabulary of the Attachment

The contractual terms below apply solely to delimit this Attachment. Terms already defined by law or by the Principal Document retain the meaning arising from the applicable source and are not redefined.

Term	Applicable definition
Included Attachment	an attachment whose print command is active and which is identified in the signed package; an attachment existing in the archive but not included does not bind the Parties;
Factual Register	a dynamic table recording facts, current identifiers, or operational states and which cannot, through a technical update, create penalties, economic duties, or new rights;
Protected Amendment	an amendment requiring bilateral written agreement because it affects essential, economic, penalty, termination, intellectual-property, sensitive-data, or mandatory-safeguard matters;
Dynamic Update	a traceable replacement of a field or Factual Register within an already authorised scope, without amending protected text or the relationship's basis;
Formal Notice	a notice sent to an elected address with content, origin, and arrival demonstrable under the required channel and form;
Blacklist Register	the internal confidential archive governed by this Attachment, distinct from a penalty, a criminal declaration, and automatic termination of existing relationships.

Art. R1 - Objective and Purpose

This document governs ColivingLiguria's internal contract-document register, amendment criteria, and formal notices. It is not the technical register of movable assets and does not grant permission to use tools. The public technical catalogue, protected operational register, and every individual authorisation concerning movable assets remain governed by Att. M, the Tool Register, and the applicable Tool1 form. Buildings, areas, keys, and documents may be identified in this Attachment for administrative, security, and access-control purposes. This Attachment does not deliver real estate, grant possession or enjoyment, identify assigned accommodation, or establish the start, end, duration, or guarantee of a stay. Any title concerning availability of real estate remains separate and must be formed, managed, and, where required, registered under applicable law.

Art. R2 - Real Estate Identification and Cadastral Data

R2.1 Identification Methodology

Pending completion of the digital technical mapping, real estate and areas may be recorded through a unique description and current Cadastral Registry data (Sheet, Parcel, Subordinate). Those data serve solely to identify the Company asset and do not, by themselves, establish planning compliance, habitability, residential use, delivery, or the grant of rights to the Signatory.

Any health, planning, cadastral, hospitality, and public-security requirements are verified within the relevant procedure and legal title. A registry entry may restrict access for safety reasons but does not constitute positive authorization to occupy or stay overnight in real estate.

R2.2 Boundary with the Tool Register

The recording of movable assets and every decision concerning their availability sit outside this Attachment. The presence of an item in the public catalogue or technical register does not authorise its use. Authorisation cumulatively requires that each individual asset be identified by a unique Tool

Register code, that its physical identity and applicable instructions have been verified or the absence of a separate manual has been recorded with reasons, that its inspection is current, and that an individual Tool1 form has been completed under Att. M. If any condition is absent, the asset may not be used. The same rule applies to every simple hand tool.

This cross-reference solely defines the subject-matter boundary: this Attachment incorporates no inventories, categories, kits, or manuals and may not be used as a positive whitelist. Mere physical accessibility, a search filter, a generic notice, or an authorisation relating to another item does not replace the individual Tool1.

Art. R3 - Modification and Update Procedure (Ius Variandi)

R3.1 Classification of Attachments and Degrees of Freedom

To ensure management flexibility, safety, and regulatory compliance, this documentary system is divided into three amendment categories. The Company may propose or implement updates only for an objectively justified reason — including a legal duty, safety, protection of data or assets, technical evolution, operational continuity, or a non-arbitrary service change — and according to necessity, proportionality, and the following mandatory rules:

- **Protected Attachments (Fixed / Unmodifiable):** The following attachments **cannot be modified unilaterally** by the Company. Any modification requires the written agreement of both parties (new contract or signed appendix):
 - **Base Agreement**
 - **Attachment B** - Minor regime, representation, and safeguards
 - **Attachment F** - Financial management, deposits, penalties, and refunds
 - **Attachment G** - Intangible assets, accepted contributions, and brand protection
 - **Attachment M** - Maintenance conditions and tool permissions
 - **Attachment R** - Amendment procedure, Blacklist, notices, evidence, and essential limits
 - **Attachment T** - Termination, suspension, and access bans
 - **Attachment W** - Environmental rules, organic streams, and operational limits
- **Regulatory Attachments (ordinary 30-day notice):** Includes, only where incorporated, the expressly modifiable fields of Atts. C and D and other modules declaring that regime. The Company may update only non-essential organisational rules or the notice needed to describe actual processing, by Formal Notice and **30 (thirty) days'** notice. An update may not create a new consent basis, retroactively impair rights, introduce penalties, or amend a protected element. A substantial amendment may be refused and permits withdrawal without penalty, without prejudice to broader rights already granted by Att. T.
- **Dynamic Fields and Factual Registers:** Includes only fields declared dynamic in the Included Attachments and Injected Tables expressly identified as Factual Registers. An update may record actual status, activate or deactivate a branch within options already validly agreed, add or remove an asset, or note a version; it may not introduce or amend penalties, economic duties, termination grounds, evidentiary criteria, Blacklist rules, notices, IP rights, real-estate rights, or other protected terms. Effectiveness, notice, and any acceptance requirement depend on the field type: the technical label “dynamic” alone does not authorise an immediate substantive amendment.

R3.2 Operational Modification Procedure

The procedure applies consistently with good faith, transparency, balance, and mandatory law. The internal classification of an item as “dynamic” or “regulatory” does not by itself determine the validity

of an amendment.

1. **1. Notification of the Proposal** The Company sends on a durable medium the current and proposed text, the specific objective reason, scope, amendment classification, proposed effective date, and available rights. Transmission of the PDF alone, even if signed by the Company, does not replace the Signatory's consent where required.
 - **Channel:** PEC (or ordinary email if the Signatory lacks PEC or if so agreed).
 - **Advance Notice:** At least **30 (thirty) days** before entry into force for Regulatory Attachments; the specific periods provided apply to operational registries and urgent measures.
2. **2. Period for Observations** The Signatory has at least **7 (seven) days** from receipt to submit initial observations. This is not a forfeiture deadline, does not shorten the 30-day notice, does not limit statutory periods or remedies, and does not turn silence into acceptance.
3. **3. Signatory Options** The Signatory may:
 - **expressly accept** a Protected Amendment through the required bilateral instrument;
 - **submit observations, request clarification, or reject** the proposal, without an absence of reasons curing an impermissible amendment;
 - **withdraw without a penalty for the withdrawal itself** where the amendment materially affects the service or that remedy follows from law or the applicable instrument, with a genuinely usable period before effectiveness.
4. **4. Outcome and Traceability** The Company records observations, its reasoned response, the final text, effective date, and basis for effectiveness. If a Protected Amendment is not bilaterally accepted, the previous text remains applicable unless mandatory law directly requires a different effect. Any withdrawal is notified through a formal channel before effectiveness or within any longer period under law or the instrument; the Signatory does not lose rights merely because they did not use the wording or legal classification proposed by the Company.

Silence does not constitute acceptance of a Protected Amendment, cure prohibited changes, replace express consent, or waive mandatory rights. A purely factual correction may be recorded without acceptance only where it changes no rights, duties, costs, remedies, or basis of the relationship.

R3.3 Classification Criteria and Right of Withdrawal

The classification describes minimum safeguards and does not limit broader remedies under law, the Agreement, or the actual nature of the amendment. Actual effects, rather than the label assigned by the Company, control.

- **Substantial Modifications - Right of Withdrawal** Require bilateral agreement where protected terms are affected and, in the cases provided by law or the instrument, permit withdrawal without a penalty for the withdrawal itself. They include, by way of example:
 - **New Recurring Costs** (fees, unforeseen fixed charges).
 - **Proposals for new or increased penalties:** these are protected elements and always require a bilateral written agreement; where included in a proposed new agreement, the Signatory may refuse it or withdraw without penalty from the modifiable relationship within the applicable limits.
 - **Removal of Essential Services** (Internet, kitchen, washing machine, utilities).
 - **Personal Freedom Restrictions** (curfew, unreasonable guest prohibition).
 - **Work Impact:** Modifications with relevant economic impact on concurrent work or collaboration contracts.

- **Negative Structural Modifications:** Significant reduction of operational areas or services whose access is already provided by a separate valid title, it being understood that this Attachment is not a real-estate title.
- **Minor or Administrative Modifications** May be recorded or notified without a new agreement only where they remain genuinely factual or organisational and do not alter the contractual balance. The correction alone does not create an automatic right of withdrawal; where the actual effect is material, the substantial-amendment regime applies instead. They include:
 - Correction of errors, typos, and updating personal data.
 - **Mandatory legal adjustments.**
 - Purely clerical corrections to the description of an already agreed penalty, provided they do not alter its amount, conditions, cumulation, or consequences.
 - Minor organizational changes that do not disturb peaceful living.
 - Modifications that do not limit essential services.
- **Favourable Modifications** An improvement may be applied without a new agreement only where it introduces no cost, duty, restriction, new termination condition, or other adverse consequence. Where it also entails a burden or waiver, it is classified by its overall effects and follows the relevant procedure.

R3.4 Non-Modifiable Essential Elements

The Company **may not unilaterally amend** elements that the law or this system reserves to the Parties' written agreement, including:

- **fees, deposits, deduction criteria, and penalties;**
- **assignments or licences of intellectual-property rights;**
- **basis, duration, or termination methods of the Reference Agreement**, where already validly agreed;
- **any separate real-estate title**, which is not created by this Attachment.

An amendment introduced unilaterally in breach of those limits is ineffective against the Signatory to the extent provided by law and cannot be made valid merely by publication, the Company's signature, or failure to object.

R3.5 Scope of Permitted Modifications

Permitted modifications relate exclusively to:

- The rules of coexistence and management of common spaces.
- The list of included utilities and accessory services.
- The supplementary activities offered.
- The spaces available for events.
- Other organizational and non-essential provisions.

R3.6 Certification, Traceability and History

To ensure the date, integrity, and traceability of amendments, each text that has become effective is retained with a stable name, date, digital fingerprint, and relationship to the Agreement, and is notified through a channel provided by the Agreement. Certified e-mail records dispatch and delivery within the limits of its receipts; the text takes effect at the time stated in the notice and subject to notice periods, any required consent, and mandatory rules.

This registry serves as the **single central registry** for identifying the current text of each attachment and retaining formerly effective texts in the archive. Ordinary publication exposes only the current text; the archive serves evidentiary and traceability purposes and does not introduce technical numbering visible in the document.

Each attachment is identified by its title and by the conventional letter assigned in the Agreement. Effective date, digital fingerprint, and notice references are registry metadata and do not form part of the title shown in the text. An update applies to new subscriptions from the date set by the Company; in existing relationships it takes effect only within the amendment procedure, any required consent, and the law.

R3.7 Current Document Registry

The following catalogue identifies only the current documents in the contractual ecosystem. Attachments expose only their stable letter: internal technical metadata does not constitute a public version, create a published history, or amend signed text without the procedure established by this Attachment.

Tipo	Identificatore	Titolo (IT)	Title (EN)
Att.	A	Mantenimento di Animali	Pet Maintenance
Att.	B	Regime Minorenni e Salvaguardie	Minor Regime and Safeguards
Att.	C	Regole di Condotta e Sicurezza	Conduct and Safety Rules
Att.	D	Trattamento Dati e Privacy	Data Processing and Privacy
Att.	E	Visti, Permessi e Assistenza Documentale	Visas, Permits and Documentary Assistance
Att.	F	Gestione Finanziaria	Financial Management
Att.	G	Tutela degli Asset Intangibili, Contributi Creativi e Brand	Protection of Intangible Assets, Creative Contributions and Brand
Att.	H	Salute, Coperture, Emergenze e Accessibilità	Health, Coverage, Emergencies and Accessibility
Att.	J	Gestione Amministrativa e Finanziaria Attività Produttive	Administrative and Financial Management of Productive Activities
Att.	K	Scheda Campeggio e Outdoor	Camping and Outdoor Sheet
Att.	L	Dotazioni, Impianti, Utenze e Arredi	Equipment, Systems, Utilities and Furnishings
Att.	M	Beni Mobili, Manutenzione e Attività Hobbistiche	Movable Assets, Maintenance and Hobby Activities
Att.	R	Registro Interno, Modifiche e Comunicazioni	Internal Registry, Amendments and Notices
Att.	S	Spazi Dedicati agli Eventi	Event Dedicated Spaces
Att.	T	Cessazione del Rapporto, Divieto di Accesso e Penali	Relationship Termination, Access Ban and Penalties
Att.	V	Vocabolario di Definizione dei Termini	Vocabulary of Term Definitions
Att.	W	Gestione, Separazione e Smaltimento dei Rifiuti	Waste Management, Separation and Disposal
Att.	Z	Attività Supplementari	Supplementary Activities
Contract	D1-003	Contratto Sviluppatore	Developer Agreement
Contract	EI1-001	Contratto di Tirocinio Extra-UE	Extra-EU Internship Agreement
Contract	I1-001	Contratto di Tirocinio	Internship Agreement
Contract	M1-002	Accordo di Adesione Coliving	Coliving Membership Agreement

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Tipo	Identificatore	Titolo (IT)	Title (EN)
Contract	R1-001	Contratto per Residenti	Resident Agreement
Contract	T1-001	Contratto Tutor	Tutor Agreement
Form	Hosp1	Scheda Ospitalità	Hospitality Form
Form	Sign1	Foglio Firmatario	Signatory Sheet

R3.8 Hierarchy of Sources and Interpretative Criteria

To resolve inconsistencies, interpretative conflicts, or overlaps among the relationship terms, the following criteria apply, subject to mandatory rules, good faith, and interpretation of the contract as a whole:

1. **Validly Accepted Documents and Special Terms:** a later version prevails only if it became effective against the affected Party under the applicable procedure. Among terms of the same rank, the specific term prevails over the general term only within its subject matter. The Company's signature alone does not replace the Signatory's consent where required.
2. **Agreement Body and Attachments:** the Base Agreement body prevails over general Attachment provisions, except for a special Attachment term that is expressly incorporated and validly accepted.
3. **Separate Relationships:** Living, Business, professional, employment, and internship agreements remain independent. A term from another relationship prevails only where both documents expressly cross-reference it or where this follows from a specifically and validly accepted provision.
4. **Effective Interpretation:** typographical order does not by itself determine precedence. Terms must be coordinated so that each has useful effect; in the event of an irreconcilable conflict, the special term, the individually negotiated term, and applicable statutory criteria prevail.
5. **Oral and Informal Communications:** ordinary e-mail, WhatsApp, and oral communications do not amend terms for which written form or a specific procedure is required, unless subsequently confirmed in a valid manner. They may nonetheless constitute authorized operational notices, statements, evidence, or interpretative elements within the law; they are not generally declared null or nonexistent.

Entire agreement on the same subject matter. The executed Base Agreement, the Attachments unambiguously included in the package, and any later addenda validly completed constitute the Parties' agreement on the same subject matter and supersede earlier proposals, drafts, messages, or understandings only to the extent they are inconsistent. This clause does not erase historical facts, statements relevant as evidence, validly formed separate relationships, pre-contractual liability, fraud, mistake, duress, information-law breaches, or mandatory rights. A later notice amends the contract only under the applicable form, consent, and procedure governed by this Attachment.

Further hierarchical exceptions apply only where specifically worded, compatible with mandatory rules, and validly accepted by the Party against whom they are invoked.

R3.9 Signing Procedures and Legal Validity

The ColivingLiguria system permits paper or electronic signing methods selected according to the document and applicable form requirement. Effectiveness depends on the process actually used, identification of the signatory, document integrity, and the rules of the Italian Civil Code, CAD, and the eIDAS Regulation.

R3.10 Remote Signing (Digital Document)

Remote signing may use a digital, qualified, or advanced electronic signature, or another suitable process under Art. 20 CAD. A scan of a signed document or a simple electronic signature remains usable as evidence, but written form, attribution, and evidentiary value are assessed according to the process, security, integrity, immutability, and applicable rules. Certified e-mail records dispatch and delivery through its receipts; it does not cure defects in signature or consent.

R3.11 Signing in Person (Holographic Signing)

Handwritten signing of a private deed produces the evidentiary effects of Art. 2702 of the Italian Civil Code where its conditions are met. Formation of the relationship also depends on offer, acceptance, signing authority, conditions precedent, and delivery where required; the signature alone does not prove delivery of goods or real estate.

R3.12 Digital Signing and Cryptography (FEA/FES/FEQ)

Digital and qualified electronic signatures have the effects assigned by CAD and Art. 25 eIDAS; advanced electronic signatures and other processes assume the value provided by Art. 20 CAD where its requirements are met. A simple electronic signature is not denied effect solely because it is electronic, but it is not automatically equivalent to a handwritten signature: its value is assessed in the specific case.

Attachments and Injected files are included in the signature where the Base Agreement identifies them unambiguously by code, version, file name, and preferably package hash, and where they were made available to the Party before signing. The hash proves package integrity and technical correspondence but does not replace incorporation, accessibility, and consent required by law.

Art. R4 - Blacklist Register and Formal Notices

R4.1 Nature, Purpose and Definitions

The Blacklist Register is an internal, confidential, access-restricted archive through which the Company records decisions to refuse, suspend, or limit access and future relationships where necessary for security, abuse prevention, protection of persons, property, data, or systems, or legal defence. It is not a public register, a criminal penalty, a declaration of guilt, or authorization to disclose data to third parties. Registration is a unilateral Company decision but must comply with necessity, proportionality, accuracy, good faith, and the procedure established here.

A *provisional registration* is an urgent precautionary block pending verification; a *confirmed registration* is a decision formalized through Term2; a *review* is the documented verification performed through BLR1; and *scope* means the specific premises, systems, accounts, assets, or categories of future relationships affected.

R4.2 Registration Grounds and Evidence Sources

Registration may be ordered in the presence of one or more documented facts: a serious security or privacy breach; unauthorized physical or digital access; transfer of keys or credentials; violence, threats, harassment, or concrete risk to persons; intentional damage or tampering; an intentionally false statement concerning a material fact; unlawful disclosure of data or secrets; repetition of an Event of Grave Breach after warning; circumvention of a prior ban; or reasonable legal-defence needs in a dispute. Withdrawal, a complaint, a truthful review, lawful criticism, private communication, exercise of defence rights, or a report to authorities does not by itself constitute a registration ground.

The decision must refer to an ACC1 assessment record, a WARN1 warning, technical logs, documents, images, communications, statements, or other identifiable sources. Staff testimony is admissible evidence and may justify precautionary measures, but it is not made contractually unchallengeable: it must be recorded factually and may be assessed together with other evidence, subject to Art. 2698 of the Italian Civil Code and mandatory provisions.

R4.3 Decision, Urgency and Record Contents

In urgent cases, the Company may immediately block access, credentials, and new admissions. Within 10 business days, it must confirm, reduce, or revoke the block on the basis of the available evidence. Confirmed registration requires Term2 and a record containing at least: a unique code; strictly necessary identity data; date and authorized decision-maker; contractual ground; assessment or evidence code; scope; effective date; duration or review date; specifically affected active relationships; applied measures; and the outcome of objections and reviews. Generic entries, judgments about personality, and unestablished criminal classifications must not be recorded as facts.

R4.4 Notice and Election of Digital Address

The Signatory elects the certified and ordinary e-mail addresses stated in the Reference Agreement as addresses for relationship notices and undertakes to keep them active, check them regularly, and promptly report any change. This election does not turn ordinary e-mail into certified e-mail and does not remove the Company's burden to prove that the notice reached the recipient's sphere of knowledge. Under Art. 1335 of the Italian Civil Code, a notice is presumed known when it reaches the elected address, unless the recipient proves an inability to become aware of it without fault.

Confirmed registration is notified through Term2, preferably sent by certified e-mail or registered mail with return receipt; ordinary e-mail may be used where the address is elected and delivery can be demonstrated. Certified-mail receipts, return receipts, a recipient reply, complete delivery receipts, or technical logs demonstrating arrival may constitute evidence. A dispatch log alone or the mere absence of an error message does not automatically prove delivery. Confirmation of reading is not required where arrival is otherwise proven.

R4.5 Effects, Separate Relationships and Penalties

Registration prevents new admissions and new relationships within the stated scope until revocation or expiry. It does not automatically terminate existing relationships: Term2 must list those terminated, suspended, or unaffected, consistently with Att. T. A physical or digital ban is enforceable on the specifically notified terms. The Blacklist does not by itself create debts or penalties and does not automatically increase existing amounts; any penalty for later conduct arises exclusively from the applicable specific clause, Att. F, Att. G, or Att. T.

R4.6 Privacy, Internal Access and Retention

Processing is carried out under Att. D and the GDPR. The ordinary legal basis is the Company's proportionate legitimate interest in security, abuse prevention, and legal defence, following a documented balancing assessment under Art. 6(1)(f) GDPR. The record is accessible only to persons authorized on a need-to-know basis; it is neither published nor disclosed to unrelated parties except under a legal duty, to a competent authority, or where strictly necessary for legal defence. Data concerning convictions or offences is not processed under Art. 10 GDPR without a suitable legal basis; contractual facts and internal measures are recorded without attributing criminal liability.

Duration is determined in Term2 according to seriousness, recurrence, and persistence of risk. Registration is reviewed at least every twelve months and is not retained for more than five years after the last relevant event, except in the event of a dispute, legal duty, or specifically documented concrete and current risk; in those cases, any extension must be reasoned and reviewed annually. Upon expiry, data is erased or minimized, except for the limited retention necessary to prove erasure, limitation periods, or legal defence.

R4.7 Objection, Review and Revocation

The recipient may submit observations, documents, and requests for correction, restriction, or revocation to the Company's certified e-mail address at any time. An objection does not automatically suspend a security block but must be recorded and assessed without undue delay. The Company uses BLR1 to confirm, reduce, suspend, correct, or revoke registration and communicates the reasoned

outcome. Rights under Arts. 15–18 and 21 GDPR and the right to complain to the Data Protection Authority remain exercisable within their applicable limits.

End of Attachment