

## TERMS & CONDITIONS



The private limited company The Hague Tech Alpha B.V., established and with offices on Wilhelmina van Pruisenweg 35 in 2595 AN, The Hague, registered with the company register of the Chamber of Commerce under file number: 73747602, hereinafter referred to as: THT (The Hague Tech).

### WHEREAS:

1. Parties are engaged in technology and IT in the broadest sense. To this end, THT endeavours to commit these parties to THT by offering a variety of facilities, concentrated in a workplace, enabling development for cooperation and synergy among these parties;
2. The facilities offered by THT include space, both individual and joint workplaces, and also renting of space intended for meetings and seminars in combination with desired services such as the use of printing and scanning equipment, rental of office equipment, internet access and further services;
3. The services of THT are offered in different modules and compositions, depending on the User's needs;
4. Every User wants to be part of the community and thereby make a positive contribution to the community and look after the facilities offered by THT for members of the community.

### DECLARE TO HAVE AGREED AS FOLLOWS:

The use of the space offered by THT is free of charge, and the User explicitly agrees that the statutory provisions regarding "office space" do not apply.

The User hereby becomes part of the THT Community and wishes to make use of the subscriptions offered by THT.

Subscriptions can be adjusted in the interim and start automatically after approval of the specifications and financial settlement. This agreement constitutes the basic agreement between THT and the User and the subscription can be adjusted separately.

By signing this document, THT and the User lay down the agreements that apply to their relationship. This agreement consists of the following documents:

- Appendix 1: General provisions of the agreement
- Appendix 2: Financial terms and conditions
- Appendix 3: General provisions of the community
- Appendix 4: General provisions for the use of the workplace

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## Article 1 – General Provisions of the Agreement

### User

The responsibility of the User includes its employees, visitors or others for which it is responsible.

### Penalty clause

If the User, after being properly notified by THT, does not observe the provisions contained in the agreement, the User forfeits to THT, where no specific penalty has been agreed, an immediately payable fine of € 25 per day for each day the User is in default, without prejudice to THT's right to full compensation, to the extent the damage suffered exceeds the fine imposed.

### Duration, extension, cancellation

Membership is entered into for an indefinite period of time. Termination of the membership takes place by a written notice at the end of a calendar month with due regard for a cancellation period of at least one month. This applies to both parties.

### Premature termination

THT is entitled to terminate this agreement with immediate effect by cancellation if:

1. The User fails to pay the amounts due by him within the set periods;
2. The User defaults in the fulfilment of any other obligation under the agreement and fails to rectify this

After a summons from THT with a reasonably set period;

3. The use of the common area, or the use by guests of the User or others who are present in the

Common area of THT with the approval of the User, is not in accordance with the general provisions

For the use of the workplace, or otherwise not acceptable, which is entirely to the discretion of THT;

4. Applies for and/or obtains a moratorium, is declared bankrupt or proceeds to liquidation.

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### Article 2 – Financial Terms

All amounts due by the User will be collected by direct debit or by invoice two weeks before the first day of the period to which the payments are related. The User issues an authorisation for a direct debit, which will be submitted after signing this agreement. The payment must be received before the first day of the period to which the payment is related.

The User must ensure that THT can always collect all amounts due under this agreement and additional subscriptions on the basis of a direct debit.

Offsetting and suspension of an amount due, for any reason, by the User to THT against an alleged claim held by the User against THT is excluded.

If use is made of a 'workplace in an enclosed space', the User must provide a security to THT with the first payment period. The amount for the security amounts to: *two months of 'use of workplace in an enclosed space' and community membership.*

In the event of late payment, € 35 administration costs will be charged.

THT is entitled to unilaterally adjust the price. The adjusted price does not apply until thirty (30) days after THT has sent a message of the price adjustment to the User.

The User is deemed to have accepted the price change in advance. The User has the right to terminate the agreement from the moment of the price change if he should still not agree with the price change. This will have to be indicated in writing before the price change takes effect and the rules regarding the end of the use of the Workplace will in that case be effective.

Agreed amounts are always excluding VAT and are indexed on an annual basis.

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### Article 3 – General Provisions of the Agreement

The User is liable for all conduct of third parties present by or on behalf of the User at a Workplace, the Common Area and/or the building where THT is located and/or forms part of, and the User is liable for (any) resulting damage to the Workplace, Common Area, or building where THT is located and is part of, or damage to THT's image, in the broadest sense. The User hereby declares to inform his employees, visitors or others for whom he is responsible, about the content of this agreement and the house rules.

#### Access

For access to the area, the employees of the User are entitled to an access card or an access app that is strictly personal and not transferable. In the event of loss or theft of the access card, an amount of € 50 ex VAT will be charged to the User.

The User shall not cause nuisance or inconvenience when using the THT buildings. The User shall impose the same requirement on guests present on his behalf.

The User is permitted to invite his customers and/or business relations to the common area and his own workplace during office hours (8:00 AM - 6:00 PM). For groups larger than 8 persons, THT must be contacted in advance.

#### Visiting address, Postal address and company registration

The visit, postal and registration address is Wilhelmina van Pruisenweg 35, 2595 AN, The Hague.

When the subscription includes a mailbox or using a fixed workplace in an enclosed space it is permitted to use this address for registering the business of the User.

If the address is used by Users without a mailbox or fixed workplace in an enclosed space, a proposal will be made to create a personal mailbox.

#### Common area

The common area may only be used for office purposes for the performance of the User's business.

In the common area, each User can use free wireless internet up to a maximum load of 30 Mbit. In the common area, every guest can use free wireless internet up to a maximum load of 5 Mbit. THT does not guarantee that access to wireless internet will be uninterrupted or trouble-free at all times. The User must take the safety measures he considers necessary. THT will of course do its best to resolve disruptions as quickly as possible.

Installation of your own Wi-Fi or other telecom channels in the building is not permitted without prior written permission from THT.

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Installation of furniture, office equipment, cables, IT or telecommunications equipment and connections in the building is not permitted without prior written permission from THT.

All furniture, equipment, cables, IT, equipment, connections, kitchen inventory, etc. provided by THT or its users in general areas may only be used with due care upon instructions from the community manager. The use of these resources is at your own risk and the user is responsible for any damage or replacement.

### **Network**

The User, his employees and guests are obliged to maintain confidentiality at all times with regard to the business operations of other members.

The User is not permitted to use the community network for commercial purposes such as acquisition. Without the explicit permission of another User, the User will not provide any personal data to third parties.

### **Privacy**

THT shall at all times maintain confidentiality with regard to the business operations of the User, to the extent THT is aware of such particulars.

THT is entitled to process personal data of the User, where necessary.

THT will not provide personal data to third parties without the express permission of the User.

### **Safety**

The User shall comply with all laws and regulations that apply to him of his business operations.

A User is furthermore not permitted:

A. to have environmentally hazardous items in, on, at, or in the immediate vicinity of the building,

including stench-polluting, flammable or explosive items;

B. to load the floors of the building further than technically permissible; (250 kg/m<sup>2</sup>)

C. to use the building in such a way that soil or other environmental pollution occurs through such use,

that damage to the building can occur or the appearance of the building can be damaged;

D. to (cause to) enter service and installation areas, the roof decks, roofs, gutters and places not

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intended for general use of the building or of the building of which the building forms a part, or to have vehicles parked on locations other than those intended for that purpose.

The User must make sure that fire-extinguishing facilities and escape routes and emergency doors in the building stay clear at all times.

The lift is at all times used at your own risk. All regulations, issued or to be issued by or on behalf of THT, the installers involved or the government, must be strictly observed. THT may - if and as long as this is necessary - withdraw the facilities from operation without the User being able to claim compensation or a reduction in the rent.

### **Change and work on the building**

Affixing (advertising) signs to the door and/or façade of the THT location or to place them elsewhere visible or in the THT office building is not allowed without prior written permission from THT.

The User shall in no way cause damage to the common area and/or the layout thereof and/or other parts of the building in which THT is located. The User is liable for all damage caused by the User or by the person present in the common area at the invitation of the User.

THT is entitled at all times to have inspections, tests, repairs, other routine jobs, cleaning or maintenance carried out in the common area as well as in the other parts of THT's buildings.

If THT wishes to carry out work in, or on the building, the User is obliged to grant access to THT or the person who will contact the User in this regard and to enable the perform the activities that are considered necessary.

### **Damage and liability**

The name THT or The Hague Tech may not be used to its detriment by the User or be related to the Company's business without the express written permission of THT.

The User will use any items provided to him with all due care and responsibility and he will take appropriate measures in good time to prevent and limit damage to the building or facilities. The User must immediately notify THT if any damage or event occurs or is imminent. At the first request of THT, the User will compensate any damage caused by him.

The User bears liability for damage that is the result of changes and additions made by him or on his behalf to any items provided to him. The User indemnifies THT against claims from third parties for damage caused by changes and facilities made by the User.

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THT bears no liability for the consequences of defects to the items provided, which it was not aware of or was not supposed to know of upon the conclusion of the agreement.

THT is entitled to suspend the delivery of the services (including access to the common area) in the event of force majeure, in which case payment of the fee due by the User will be suspended for the same period, while no party can derive any rights to compensation.

### **Liability on the part of THT**

THT is not liable for personal injury caused to the User or damage to his goods and the User has no right to a price reduction, no right to settlement or suspension of any payment obligation and no right to terminate the agreement in the event of a reduction in the enjoyment of the items provided as a result of defects, including those as a result of visible and invisible defects in the building or building of which the building forms a part, weather conditions, obstructions in the accessibility of the building, vacancy elsewhere, interruption in the provision of gas, water, electricity, heat, ventilation or air treatment, disruption of installations and equipment, inflow and outflow of gases or liquids, fire, explosion, shortcomings in deliveries and services.

THT bears no liability either for personal injury to the third parties present in the building personally or damage to their goods and the User indemnifies THT against any claims from those third parties in this regard.

THT bears no liability for business loss of the User or for damage as a result of the activities of other members or obstacles in the use of the building caused by third parties.

If a claim is laid on THT by a party that is or states to have been harmed by the User, the User indemnifies THT against these claims and/or against fines imposed on THT due to the User's behaviour or negligence.

THT is, except in the case of serious negligence or gross fault, not liable for any damage that is the result of the non-performance or improper delivery of utilities. Nor will the User be able to claim a price reduction and/or settlement with any payment obligation in such cases.

If, for any reason, THT and/or the common area is not accessible at the start of the Agreement, THT is not liable nor can THT be held liable for this situation. In that case, however, the User has the right to terminate the Agreement with immediate effect without being liable for damages. If the User does not terminate the Agreement with immediate effect, the obligations of both parties will be suspended until THT and/or the common area is accessible again.

THT bears no liability for damage to the User resulting from any respective delay, unless he can be held liable for serious negligence or gross fault.

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### Article 4 – General Provisions regarding Use of Workplace

#### Use of the workplace

The User may only use the Workplace as an office workplace and shall use the Workplace effectively, completely, properly and by himself as a workplace throughout the agreement.

The Workplace is a service that is linked to a community membership. The Workplace is not related to a specific physical location. The location of the Workplace is flexible.

The User obtains the right to use the Workplace during the term of the agreement.

He is not permitted to provide the Workplace (for a fee) to a third party for his use without the permission of THT.

The User must at all times keep the Workplace tidy and properly clean it up, also with a view to the other Users of the part of the THT building of which the Workplace is a part. The User must immediately follow THT's relevant reasonable instructions.

#### Provision of the Workplace

The Workplace has been provided to the User by THT at the start of the agreement and accepted by the User in the as-is condition at such time.

THT may refuse the User access to the Workplace and the common area if the User has not (yet) fulfilled his obligations under this agreement at the time that he wishes to use the Workplace for the first time. This has no consequences for the effective date and the obligations of the User arising from the agreement.

If the workplace is not available on the agreed effective date of use due to the fact that the building has not been completed on time, the previous User has not vacated on time or THT has not obtained the governmental permits to be provided by THT, the User shall not be due any compensation until the date on which the workplace is available to him, and his other obligations and the agreed deadlines shall also move back accordingly.

The User cannot claim dissolution in the event of late provision of the workplace, unless the late provision was caused by serious negligence or gross fault on the part of THT and has resulted in such a delay that the User cannot reasonably be expected to maintain the agreement unchanged.

The User is obliged to inspect the Workplace prior to entering into the agreement to determine that the Workplace is suitable as a workplace for the User. THT is only obliged to inform the User of such defects known to THT, of which THT is aware that they are detrimental to the suitability as a Workplace.



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THT is not liable for the consequences of defects that THT was not aware of and could not have been aware of.

### **Adjustments to the workplace**

The User requires the prior written consent of THT for the complete or partial change of the layout or shape of the Workplace. With regard to the aforementioned and intended changes, additions and so on, THT bears no liability whatsoever.

THT has the right to move the User and the location of the Workplace to another location if so desired by THT.

### **End of use**

By the end of the agreement, the User must deliver the Workplace to THT broom clean and empty without defects, in the condition as the User received the workplace, unless otherwise agreed in writing and subject to normal wear and tear and ageing.

If the use of the Workplace is terminated prematurely, THT is entitled to gain access to the workplace at the User's expense and to take it back, without the User having any right to compensation.

If the User has left any items behind at the workplace after termination of the agreement, THT has the right to have the items removed at the User's expense.