

## **1. Definitions**

**1.1. Service Provider:** Co-Office Holding B.V., or its legally authorized representatives, directors, and/or employees, who facilitate the services agreed upon in the service agreement on behalf of and/or in the name of the legal entity mentioned in this service agreement, for which Co-Office Holding B.V. acts as a substitute and/or representative. Contactable via email: info@co-office.nu, or mail: John M. Keynesplein 10, 1066EP, Amsterdam.

**1.2. Co-Office:** The trade name under which the Service Provider offers its services.

**1.3. Client:** The natural person or legal entity with whom the Service Provider has entered into a service agreement to provide services in the name of and at the expense and risk of said person or entity.

**1.4. Location:** The Co-Office Location where the agreed services are delivered, at the address specified in the service agreement. Unless stated otherwise, all services are provided exclusively at the specified Location/address.

**1.5. Service Agreement:** The agreement between the Client and the Service Provider to which these general terms and conditions apply.

**1.6. In Writing:** Any mention of "In Writing" includes emails from the Client, provided the Service Provider responds in writing or via email and confirms agreement or acknowledges the content.

## **2. Services**

**2.1. Virtual Office:** Services under this category allow the Client to use the address of a Co-Office Location as a mailing, visiting, and/or business registration address, with or without (limited) access to the address, possibly for an additional fee as specified in the service agreement.

**2.2. Mailing Address:** A variant of the "virtual office" service that grants the Client the right to receive mail and small parcels (no larger packages) at the Co-Office Location specified in the service agreement.

**2.3. Social Office / Mailing & Business Address:** An extension of the "virtual office" service, allowing the Client limited access to the general area of the Co-Office Location mentioned in the service agreement, based on reservation during operating hours as stated in the Location's house rules. It also includes the right to register the address as a mailing and business address with the Chamber of Commerce.

**2.4. Social Office / Flexible or Fixed Workspace:** A shared or dedicated workspace for one specific individual in a shared (office) space, including mailing and business address services, use of amenities, and access as outlined in the service agreement.

**2.5. Office Unit:** A self-contained lockable office space at the Co-Office Location specified in the service agreement, including mailing and business address services, use of amenities, and access as detailed in the service agreement.

**2.6. Meeting Room:** Depending on the services obtained, limited access to and use of meeting rooms based on availability is included in the service agreement. Starting January 1, 2025, the number of free reservation hours for meeting rooms is capped. Beyond these hours, Clients can book meeting rooms at a reduced rate, with costs added to the monthly invoice.

**2.7. Occasional Services:** One-time or periodic reservation or use of space for meetings, events, presentations, and similar purposes. Specific terms may apply and will be offered separately to the Client in such cases.

## **3. Conditions for Mailing and Business Address Services**

**3.1.** The Service Provider will forward mail and small parcels (no larger packages) weekly via standard delivery to the mailing address provided by the Client unless otherwise agreed in writing.

**3.2.** Postage costs incurred by the Service Provider for forwarding will be billed to the Client with a minimum 10% handling fee.

**3.3.** The Service Provider does not guarantee the receipt and forwarding of mail and small parcels but will make reasonable efforts to ensure proper handling.

**3.4.** The Service Provider specifically does not guarantee receipt and forwarding of mail or small parcels requiring a signature upon delivery or items that deviate in size/weight from standard mail or are expected to contain perishable or hazardous materials.

**3.5.** The Service Provider is not liable for any loss or damage to mail and small parcels.

## **Conditions for Occasional Use of Space**

**3.6.** Changes reducing a reservation or quotation for meeting room use outside the services included in the service agreement must be submitted in writing no later than 7 days before the reservation date. Changes submitted later will not be credited.

Cancellations or rescheduling up to 14 days before the start date incur a 5% administration fee on the quoted amount. For cancellations between 8 and 14 days before the start date: 25% of the quoted amount; between 7 days and 72 hours: 50%; within 72 hours: 100%.

## **Conditions for Workspace and Office Unit Use**

**3.7.** Upon termination of the service agreement, the Client must vacate the Workspace and/or Office Unit, leaving the Co-Office Location in the same condition as when initially occupied, as described in the Handover Report (Article 3.10). If the Client leaves or moves to another Workspace and/or Office Unit within the Co-Office Location, the Service Provider reserves the right to reasonably charge for restoration work, except for normal wear and tear. Items left behind by the Client after termination may be removed by the Service Provider at the Client's expense and disposed of at the Service Provider's discretion, without any liability or obligation to return or compensate for any sale proceeds.

**3.8.** The Client is required to use the Co-Office Location exclusively as an office. Office use involving frequent public visits, beyond what is customary in a standard office environment, is not permitted. If the Client hosts guests at the Co-Office Location, the Client must ensure that these guests do not cause inconvenience or disturbance. Clients using a shared office unit, in particular, must prevent any nuisance or disturbance to co-users.

**3.9. Office Setup:** The Client may not install wiring or telephone connections without the Service Provider's permission. The Service Provider reserves the right to unilaterally deny such permission without explanation. Before considering a request for approval, the Client must provide the Service Provider with an overview of all installations (e.g., IT or electrical systems) and allow verification that such installations do not interfere with the use of the Co-Office Location by other Clients, the Service Provider, or the building owner.

**3.10. Delivery:** Upon service commencement, a digital intake form will be prepared, serving as a Delivery

Protocol, documenting the condition of the Workplace and/or Office Unit where the service is provided, in words and images.

**3.11. Space Measurement:** If the area of the space specified in the service agreement is found to be incorrect, both parties agree that any discrepancy (whether smaller or larger) will not affect the monthly fee as stated in the service agreement.

#### Use of the Premises

**3.12. Insurance:** The Client is responsible for securing insurance for any belongings located in or near the Workplace, Office Unit, or elsewhere at the Co-Office Location, as well as for liability toward employees and third parties. The Service Provider requires the Client to have such liability insurance and assumes it has been arranged before service delivery.

**3.13. Office Unit(s):** The Service Provider must make available the Office Unit(s) agreed upon in the service agreement. The service agreement specifies which Office Unit(s) the Service Provider initially assigns to the Client. The Client has a non-exclusive right to the assigned Office Unit(s). The Service Provider may need to reassign the Client to other Office Unit(s) of reasonably comparable size and quality and will inform the Client in advance of such changes.

**3.14. IT Infrastructure:** While the Service Provider implements internet security protocols, it provides no guarantees regarding the security of its network or internet connection, nor the information the Client places on it. The Client must take security measures (e.g., encryption) that are advisable or required in their circumstances. The Service Provider cannot guarantee any specific level of availability of its network or internet services. The Client's sole and exclusive remedy for any network deficiencies is the Service Provider's reasonable efforts to resolve the issue within a reasonable time upon receiving written notice.

**3.15. Access to Premises:** The Service Provider retains the right to access the Client's space as needed. Except in emergencies or after notifying the Client of the termination of the service agreement, the Service Provider will strive to provide oral or written notice before entering for inspections, maintenance, or testing. The Service Provider will also aim to follow reasonable security protocols to protect the confidentiality of the Client's business affairs.

**3.16. Availability at Service Commencement:** If the Service Provider cannot provide the Office Unit(s) specified in the service agreement on the intended start date, it is not liable for any loss or damages. Parties may agree to terminate the service agreement without penalties. The Service Provider may postpone the start date, provided it can offer replacement Office Unit(s) of comparable size at the Co-Office Location. The monthly fee will commence only when the (replacement) Office Unit(s) are available.

**3.17. Building Maintenance:** The Service Provider has limited influence over the maintenance and functionality of building-related technical systems. The Service Provider will make reasonable efforts to address any necessary repairs or maintenance. Clients can submit written requests via email to support@co-office.nu.

#### Service Agreement

**4.1. Compliance with House Rules:** The Client is required to adhere to the House Rules set by the Service Provider for users of the Co-Office Location. These rules aim to ensure the premises' suitability for work activities. The rules may vary per location, are available upon request, and will be provided digitally after signing the service agreement. They form an integral part of the agreement.

**4.2. Duration:** This service agreement is valid for the term specified within and will automatically renew for consecutive terms as specified in the agreement. All terms conclude at the end of the month in which they would otherwise expire. Upon renewal, the prevailing service rates will apply.

**4.3. Renewal:** The automatic renewal described above does not apply to agreements with a definitive end date. If a definitive end date is stated, the agreement will terminate on that date without requiring a written reminder or confirmation.

**4.4. Termination:** Both the Service Provider and the Client may terminate the service agreement after the initial contract period stated therein by means of a registered letter or written notice to the other party at the postal address mentioned in Article 1.1, observing the notice period specified in the service agreement. If the service agreement, its extension, or renewal applies for three months or less, both the Service Provider and the Client may terminate it with a notice period of at least three calendar months unless otherwise stated in the service agreement.

#### **4.5. Immediate Termination of the Service Agreement:**

To the extent permitted by law, the Service Provider may terminate this agreement immediately without the need for further proceedings if:

- (a) the Client is declared bankrupt, is in liquidation, or is otherwise unable to (timely) meet the financial obligations arising from the service agreement;
- (b) the Client fails to comply with the House Rules and/or any of its obligations where no rectification is possible; or
- (c) the behavior of the Client, or someone present at the Co-Office Location with the Client's consent or invitation, is not in accordance with normal office practices, which will be determined at the sole discretion of the Service Provider, and:

- (i) such behavior is repeated despite the Client receiving a warning, or
- (ii) such behavior is sufficiently significant (according to the Service Provider) to justify immediate termination.

If the Service Provider terminates this agreement for any of these reasons, it does not relieve the Client of ongoing obligations, including additional services used under the service agreement or the fixed monthly fee for at least the remaining term the service agreement would have lasted had it not been terminated by the Service Provider.

**4.6. If the Co-Office Location is No Longer Available:** If the Service Provider is permanently prevented, for any reason, from providing the services mentioned in the service agreement at the Location or within the building where the Location is situated, this agreement will terminate, and the Client will only be responsible for paying the fixed monthly fee and fees for additional services used up to the termination date.

**4.7. Alternative Arrangements in Case of Unavailability:**

In accordance with Article 4.6, the Service Provider will, where applicable and possible, initially seek to involve the owner, (primary) tenant, landlord, or representative of the building in substituting the Service Provider, allowing the Client to continue using the services at the address under the same or similar conditions. Secondly, the Service Provider will, on a non-binding basis and depending on availability, attempt to offer the Client suitable replacement services at another Co-Office Location.

**4.8.** The Client expressly waives, as a third-party agreement, their right to assert a retention right or claim unjust enrichment against the Service Provider and/or its principal, the owner, (primary) tenant, landlord, or representative of the building where the Co-Office Location is situated and to which the service agreement applies.

**4.9.** The Client may not invoke any claim to eviction protection under any circumstances.

**5. Compliance**

**5.1. Compliance with the Law:** The Client must comply with all applicable laws and regulations in conducting business activities. The Client is prohibited from engaging in illegal activities while using the Co-Office Location. The Client must refrain from any actions that disrupt the use of the Co-Office Location by the Service Provider or others (including, but not limited to, political campaigns or immoral activities), cause nuisance, increase the Service Provider's insurance premiums, or result in loss or damage to the Service Provider (including reputational damage) or any stakeholder in the building where the Co-Office Location is located. Both the Client and the Service Provider must adhere to relevant anti-bribery and anti-corruption laws at all times.

**5.2. Immediate Termination:** If a governmental authority or regulatory body informs the Service Provider of a reasonable suspicion that the Client is conducting criminal activities at the Co-Office Location, the Service Provider reserves the right to immediately terminate the service agreement.

**5.3. Acknowledgment:** The Client acknowledges that (a) compliance with this article is a material inducement for the Service Provider to enter into this agreement, and (b) non-compliance constitutes a material breach, granting the Service Provider the right to terminate the service agreement.

**6. Intended Use and Service Utilization**

**6.1. Competition Prohibition:** The Client may not offer services or products described in Article 2 that compete with the Service Provider at the Location.

**6.2. Client Name and Address:** The Client may only conduct business under their own name or another name approved in advance by the Service Provider.

**6.3. Service Usage:** Services are reserved for the Client, their employees, and occasional visitors. Third-party use or transfer of the services, including associated rights and obligations, requires prior written consent from the Service Provider.

**6.4. Address Use:** The Client may use the address of the Co-Office Location for postal, visitation, and registration purposes only if agreed upon. Any other use without prior written consent from the Service Provider is prohibited.

**6.5. Alterations and Maintenance:** The Client may not make changes to any part of the Co-Office Location without written consent. The Client must properly maintain all parts of the Co-Office Location, including equipment, furniture, and fixtures, used by them.

**6.6. Liability for Damages:** The Client is liable for any damages caused by themselves or those present at the Co-Office Location with their explicit or implicit consent or invitation, including employees, contractors, representatives, or other visitors.

**7. Service Provider's Liability**

**7.1. Exclusions:** To the extent permitted by law, the Service Provider is not liable for losses or damages resulting from service failures due to technical disruptions, strikes, or termination of the Service Provider's interest in the building housing the Co-Office Location. The Client explicitly waives claims for direct, indirect, special, or consequential damages (e.g., lost revenue, profit, or data), regardless of the cause. This applies to any situation related to the agreement, service errors, negligence, courier service failures (e.g., mail or package deliveries), or service disruptions.

**8. Fees**

**8.1. Taxes and Levies:** The Client must promptly pay (i) all sales, use, excise taxes, and other levies due to any governmental authority (and provide proof of payment upon request) and (ii) taxes paid by the Service Provider to authorities attributable to the space, such as gross receipts, rent taxes, or usage-related levies, if applicable.

**8.2. Deposit:** Upon entering into this agreement, the Client must pay a deposit equal to at least two months of the fixed monthly fees (plus VAT, if applicable), unless otherwise stated. The deposit will be held by the Service Provider, without accruing interest, as security for the Client's obligations. It will be refunded after the agreement ends, provided all dues are cleared.

**8.3. One-Time Fee:** If applicable, the Client must pay a one-time (registration) fee, as stated in the service agreement.

**8.4. Electronic Invoicing:** The Service Provider sends all invoices electronically to promote operational efficiency.

**8.5. Payment Authorization:** The Client authorizes the Service Provider for SEPA direct debit, with payments made monthly or quarterly in advance as per the service agreement.

**8.6. Late Payment:** If the Client fails to make payments on time, statutory interest for commercial transactions will be charged monthly on the outstanding balance. Disputed invoices must still be fully paid by the due date. Suspension, set-off, or deferment of payments by the Client is not allowed.

**8.7. Returned Direct Debits:** A fee of 1% of the monthly fee will be added per incident if a direct debit is returned, in addition to the agreed monthly fee. If the Client informs the Service Provider in advance of the debit's failure, no additional fee may apply.

**8.8. Indexation:** Fees will be indexed annually, starting 12 months after the agreement's start date, based on the national consumer price index or an equivalent index. Negative indexation will not result in lower fees.

**8.9. Fee Adjustments:** The Service Provider may unilaterally increase service fees with three months' prior notice. If the Client disagrees, they may terminate the agreement with three months' notice at the existing rate.

**9. Personal Data Processing**

The Service Provider processes personal data provided by the Client solely to deliver agreed services. The privacy statement applies to all data processing.

**10. Miscellaneous Provisions**

**10.1. Non-Solicitation:** Neither the Client nor the Service Provider may solicit employees of the other party during the agreement term and for six months after. Breaching this clause results in a penalty equal to six months' salary of the recruited employee.

**10.2. Notices:** All formal notices must be in writing, including via email. The Client is responsible for keeping contact details updated.

**10.3. Confidentiality:** The agreement terms are confidential and may not be disclosed unless required by law. This obligation continues for three years post-agreement.

**10.4. Governing Law:** This contract is governed by the law of the country where the Co-Office Location is situated. Disputes are resolved in that country.

**10.5. Jurisdiction:** The Amsterdam District Court has exclusive jurisdiction for disputes, unless the Co-Office Location is outside the Netherlands, where local jurisdiction applies.

**10.6. Amendments:** The Service Provider may unilaterally amend these terms, notifying the Client in writing at least one month before changes take effect. If the Client disagrees, they may terminate the agreement under the original terms and notice period.