

1. Article 1 – Definitions

- 1.1. **Service Provider:** Co-Office Holding B.V., a company incorporated and registered in the Netherlands, registered with the Chamber of Commerce under number 82550662, with registered office at John M. Keynesplein 10, 1066 EP Amsterdam, including its authorised representatives, directors and employees. Contact: info@co-office.nl or by post to John M. Keynesplein 10, 1066 EP Amsterdam. “Co-Office” is the trade name under which the Service Provider offers virtual office, mail-handling and scanning services.
- 1.2. **Client:** the legal entity, sole trader or other business user with whom the Service Provider has entered into a Service Agreement. These Terms apply exclusively to business clients; consumers are not eligible.
- 1.3. **Location:** the Co-Office address at which the agreed services are delivered, as specified in the Service Agreement.
- 1.4. **Service Agreement:** the agreement between the Client and the Service Provider to which these Terms and the Privacy Statement apply.
- 1.5. **In Writing:** by letter to the postal address set out in Article 1.1 or by email to/from the email addresses known to the Service Provider. A notice shall be deemed received on the next Business Day following transmission by email, and three Business Days following dispatch by ordinary post.
- 1.6. **Business Day:** Monday to Friday, excluding Dutch public holidays.

2. Article 2 – Services

- 2.1. **Virtual Office:** services within this category enable the Client to use the address of a Location as a postal, visiting and/or registered address with or without (limited) access to the premises. Specific access rights and any additional charges are set out in the Service Agreement.
- 2.2. **Mail Forwarding:** periodic forwarding of post and small parcels to a forwarding address designated by the Client. Mail is not opened.
- 2.3. **Scan & Forward:** the Service Provider opens, scans and digitally forwards incoming mail in accordance with the Client’s standing instructions.
- 2.4. **Scan & Destroy:** the Service Provider opens and scans incoming mail and forwards it to the email address specified in the Service Agreement. Physical originals are subsequently retained for one month and thereafter destroyed in accordance with the Client’s standing instructions.
- 2.5. **Pick-up at Location:** the Service Provider retains incoming mail for one month and notifies the Client for physical collection.
- 2.6. **Postal Address:** receipt at the Location of ordinary post and small parcels (up to 38 × 26.5 × 3.2 cm and 2 kg).

Larger consignments or consignments reasonably suspected of containing perishable, hazardous or restricted goods may be refused.

- 2.7. **Incidental Services:** one-off or periodic use of space for meetings, events or similar purposes, offered separately.

3. Article 3 – Mail Handling

- 3.1. The Service Provider shall forward post and small parcels at the frequency and in the manner agreed pursuant to Article 3.3.
- 3.2. Postage and packaging costs shall be charged through, together with a handling fee equal to the postage costs per consignment.
- 3.3. The Service Provider shall strive to process all mail within 2 Business Days; scans shall be delivered as searchable PDFs (≥ 300 DPI) by email. Scans shall be retained in the archive for a minimum of 12 months; the Client is solely responsible for downloading and archiving them.
- 3.4. The Service Provider shall use reasonable endeavours to deliver the services with due care, but accepts no liability for the acts or omissions of third-party postal and courier services. The Client acknowledges and accepts the dependency on third-party providers.
- 3.5. The Service Provider may refuse, return or withhold consignments that (a) require a signature; (b) exceed the dimensions or weight specified in Article 2.6; (c) appear to contain hazardous, illegal or restricted material; (d) do not bear a recognisable name of the Client; or (e) are reasonably suspected of being connected to activities prohibited under Article 5.
- 3.6. If mail cannot be forwarded (incorrect forwarding address, Client unreachable, unpaid postage, returned as undeliverable), the Service Provider may retain the item and charge EUR 5 per item per week. Items not collected or forwarded within 30 days may be destroyed.
- 3.7. **Volume:** the Postal Address service covers a maximum of 100 standard mail items and 25 letterbox parcels per month; excess charges apply as specified in the price list.
- 3.8. **Scanning:** by opting for Scan & Forward or Scan & Destroy, the Client irrevocably authorises the Service Provider to open all incoming mail, solely for the purpose of scanning.
- 3.9. Registered, certified and judicial mail shall also be received, but shall not be opened or scanned. The Client must provide a forwarding address for sensitive mail and shall owe the forwarding costs plus the applicable rate set out in the Service Agreement. The Service Provider does not act as the Client’s authorised representative for the receipt of process documents and accepts no liability for missed legal deadlines.
- 3.10. Unless the Client opts to have the originals forwarded, physical originals shall be securely shredded within 30 days of scanning (DIN 66399 P-4 or higher).

3.11. The Service Provider shall exercise reasonable care but does not warrant that every mail item will be identified, correctly attributed or scanned without omission. The Client must report any apparent defect within 30 days of the relevant scan date, failing which the item shall be deemed to have been correctly delivered.

3.12. The Service Provider is available to the Client in exceptional circumstances where priority mail is expected.

4. Article 4 – Identification, KYC and Anti-Money Laundering (Wwft)

4.1. The Service Provider is an institution subject to Wwft (Dutch Anti-Money Laundering and Anti-Terrorist Financing Act) obligations including customer due diligence and reporting. Prior to the commencement of the Service Agreement and throughout its term, the Client shall provide, upon request: (a) a valid proof of identity of each authorised representative; (b) an extract from the Chamber of Commerce Trade Register (or a foreign equivalent); (c) UBO information; (d) the nature and purpose of the business and the intended use of the address; and (e) any further documentation reasonably required.

4.2. The Client shall notify the Service Provider In Writing of any change to the above (including directors, UBOs, registered address, business activities, sanctions or PEP status) within 14 days, and shall cooperate with periodic re-verification, transaction monitoring and source-of-funds investigations to the extent required.

4.3. The Service Provider may report unusual transactions or activities to the competent authorities (including FIU-Netherlands) where required by law. The Client acknowledges the tipping-off prohibition contained in the Wwft.

4.4. The Service Provider may refuse to enter into a Service Agreement, or may suspend or terminate it with immediate effect, if the Client fails to comply with this Article, provides incomplete or misleading information, cannot be sufficiently identified, or appears on a sanctions list. No compensation shall be payable in such circumstances.

5. Article 5 – Compliance and Acceptable Use

5.1. The Client shall comply with all applicable laws and regulations (including tax, corporate, data protection and sector-specific licensing rules) and all applicable anti-bribery and anti-corruption legislation. Unlawful use of the services is prohibited.

5.2. Without prejudice to Article 5.1, the Client may not use the services or the address for any of the following purposes without the prior written consent of the Service Provider:

5.2.1. adult content, escort or sex-related services;

5.2.2. gambling, betting or lottery services;

5.2.3. unregulated financial services (including unregulated crypto, credit, payment and unregistered investment activities);

5.2.4. multi-level marketing, pyramid schemes and similar arrangements;

5.2.5. trade with parties or jurisdictions subject to EU, UN, US or other applicable sanctions;

5.2.6. the manufacture, distribution or sale of weapons, ammunition, regulated substances, tobacco or counterfeit goods;

5.2.7. any activity designed to mislead creditors, regulators, courts or the public as to the location or nature of the Client's business;

5.2.8. activities that are contrary to law.

5.3. The Service Provider may refuse to accept a Client whose business it considers high-risk, or may terminate an existing agreement, and may terminate it with immediate effect if a competent authority notifies it of, or it reasonably suspects, criminal activity by the Client in connection with the Location. Compliance with this Article is a material condition for entering into the Service Agreement; breach constitutes a material default.

6. Article 6 – Use of Address

6.1. The Client may only receive mail at the Location under its own statutory name or a trade name approved in advance In Writing. New trade names must be notified within 14 days. Mail addressed to unknown trade names shall be returned to sender.

6.2. The Client may only use the address for the purposes covered by the Service Agreement. The Client may not represent that staff are present at the Location or otherwise create the impression of a physical presence beyond the agreed services.

6.3. Upon termination, the Client shall immediately cease using the address and remove it from websites, marketing materials, signage, contracts, invoices and registers (including the Chamber of Commerce). Article 10 applies.

7. Article 7 – Term and Termination

7.1. The Service Agreement is entered into for the term specified therein and, unless it includes a fixed end date, shall be tacitly renewed for successive periods equal to the initial term. Terms end at the close of the relevant calendar month. Renewal takes place at the then-current rates.

7.2. After the initial term, either party may terminate the agreement at the end of a calendar month by registered letter or other written notice, subject to the notice period specified in the Service Agreement. If no notice period is specified in the Service Agreement, a notice period of 3 calendar months shall apply.

Termination during the initial term is not permitted, except as provided in Articles 7.3–7.4.

- 7.3. The Service Provider may terminate the agreement with immediate effect, without notice of default and to the extent permitted by law, if the Client: (a) is declared bankrupt or applies for suspension of payments; (b) is dissolved or liquidated; (c) breaches Article 4 (KYC) or Article 5 (Compliance); (d) is more than 30 days in arrears with payment; or (e) is in default on any other ground under these Terms or the Service Agreement. Termination is without prejudice to accrued obligations, including the fixed monthly fee for the unexpired portion of the current term until the next permissible termination date under Article 7.2. The Service Provider shall mitigate its loss to the extent reasonably practicable.
- 7.4. **Following termination:** subject to advance payment of the applicable forwarding costs, the Service Provider shall continue to forward mail for 30 days after termination, extendable upon written request and advance payment in increments of 30 days up to a maximum of three months. Mail received after the forwarding period, or remaining uncollected for more than 30 days after termination, may without further notice be destroyed. Within 14 days of termination, the Client shall: deregister the address with the Chamber of Commerce and any other registry; remove the address from all materials and instruct its counterparties accordingly; and provide evidence thereof upon request. Continued use of the address after termination shall give rise to an administrative charge of EUR 25 per day plus actual costs, and the indemnity in Article 8.3 shall apply.
- 7.5. If the Service Provider is permanently, or for more than 60 consecutive days, unable to provide services at the Location, it may terminate the agreement; in that case, only the fixed monthly fee and any additional services used up to that date shall be payable. For shorter interruptions, the services may be suspended with a proportionately reduced fee. Where possible, the Service Provider shall first endeavour to facilitate continued use of the address through the building owner or landlord, and shall then, on a non-binding basis and subject to availability, offer a suitable alternative Location.

8. Article 8 – Liability and Force Majeure

- 8.1. To the fullest extent permitted by law, the Service Provider shall not be liable for indirect or consequential loss, including loss of revenue, profit, savings, goodwill, data, business interruption or third-party claims.
- 8.2. The Service Provider shall not be liable for the acts or omissions of third parties. The Service Provider does not insure mail, parcels or other property of the Client at the Location; the Client is solely responsible for insuring such items.
- 8.3. The Client shall indemnify the Service Provider against any claim, loss, fine, cost or expense (including reasonable legal fees) arising from (a) breach of Articles

4, 5 or 6; (b) misleading use of the address or services; or (c) any third-party claim (including from creditors, regulators or courts) relating to the Client's business or registered address.

- 8.4. **Force Majeure:** any circumstance beyond a party's reasonable control (including fire, flood, natural disaster, pandemic, war, civil unrest, strikes, governmental measures, disruptions to third-party network or postal services, and serious cyber incidents). The affected party shall notify the other party In Writing as soon as reasonably practicable. Performance shall be suspended for the duration of the force majeure event without liability; payment obligations already due shall remain payable; ongoing fees may be adjusted proportionately for fully suspended services. If a force majeure event continues for more than 60 consecutive days, either party may terminate the agreement In Writing without liability for damages, without prejudice to amounts already due.

9. Article 9 – Fees and Payment

- 9.1. **Taxes:** the Client shall pay all taxes and levies due to authorities in connection with the services and shall reimburse any taxes paid by the Service Provider that are attributable to the Client's use of the Location. Invoices shall be issued electronically.
- 9.2. **Security Deposit:** upon execution, the Client shall pay a security deposit equal to two months of the fixed monthly fee (plus 21% VAT), which shall be held interest-free as security and returned after termination once all amounts have been paid and the Client has removed the Virtual Office address from its communications (website, apps, social media) and has updated its registration with the Chamber of Commerce.
- 9.3. **Direct Debit Authorisation:** the Client grants a SEPA business-to-business direct debit authorisation, collected monthly or quarterly in advance as specified in the Service Agreement. In the event of late payment, statutory commercial interest under Article 6:119a of the Dutch Civil Code shall be payable, as well as reasonable extrajudicial collection costs (WIK/Besluit BIK). The Client may not suspend, set off or defer payment unless the underlying claim has been established by a final and binding court judgment. A reversed direct debit shall give rise to an administrative charge of EUR 25 per occurrence, in addition to the monthly fee, unless the Client has notified the Service Provider in advance of the expected reversal.
- 9.4. **Fee Adjustments:** fees shall be indexed annually, starting 12 months after commencement of the Service Agreement, first applied in the year following commencement, based on the most recently published CBS Consumer Price Index (All households, year-on-year) for October. Negative indexation shall not result in a reduction of fees. Outside indexation, the Service Provider may adjust fees subject to three months' written notice; if the Client does not accept the adjustment, it may terminate the agreement as of the

adjustment date by written notice within one month of receipt of the Service Provider's notice. Until that point, existing fees shall apply.

10. Article 10 — Personal Data

10.1. The processing of personal data is described in the Privacy Statement (available at www.co-office.nl), which forms part of the Service Agreement. To the extent the Service Provider opens and scans mail pursuant to Article 3, the Client acts as data controller and the Service Provider as data processor; the parties shall enter into a data processing agreement where required, failing which the standard processing terms in Annex A to the Privacy Statement shall apply. Wwft data shall be retained for five years after the end of the relationship. Sub-processors are engaged for hosting, scanning, postal/courier and security services; an up-to-date list is available upon request. Personal data shall be stored within the EEA; transfer outside the EEA shall only take place on the basis of an adequacy decision or safeguards under Article 46 GDPR. Data breaches affecting the Client's data shall be notified without undue delay and in any event within 48 hours. Employees handling mail are bound by confidentiality obligations and shall not use the content of mail for marketing, profiling or any other secondary purpose.

11. Article 11 — General Provisions

- 11.1. **Notices:** formal notices shall be given In Writing within the meaning of Article 1.5. The Client shall keep its contact details up to date in the Service Provider's portal.
- 11.2. **Confidentiality:** the terms of the Service Agreement are confidential and may not be disclosed, except to the extent required by law, by court order, or to professional advisers under a duty of confidentiality. This obligation shall remain in force for three years after termination.
- 11.3. **Governing Law and Jurisdiction:** the Service Agreement shall be governed by the law of the country in which the Location is situated; for Dutch Locations, Dutch law shall apply. The competent court of the district in which the Location is situated shall have exclusive jurisdiction; for Dutch Locations, the Amsterdam District Court (Rechtbank Amsterdam).
- 11.4. **Amendments:** the Service Provider may amend these Terms subject to at least two months' written notice. If the Client does not accept the amendment, it may terminate the agreement under the original terms as of the amendment date by written notice within one month of receipt. Amendments required by law shall take effect on the date prescribed by law.
- 11.5. **Applicable Law:** this agreement is governed by the law of the country in which the Co-Office location is situated. Disputes shall be resolved in that country.
- 11.6. **Jurisdiction:** the Amsterdam District Court shall have exclusive jurisdiction over disputes, unless the Co-Office

location is situated outside the Netherlands, in which case local jurisdiction shall apply.

- 11.7. **Severability, Entire Agreement and Assignment:** if any provision is invalid or unenforceable, the remaining provisions shall remain in full force and effect and the parties shall replace the invalid provision with one that reflects its economic intent. The Service Agreement, these Terms, the Privacy Statement and any annexes constitute the entire agreement and supersede all prior arrangements. The Client may not assign the Service Agreement without the Service Provider's prior written consent; the Service Provider may assign it to a group company or to a successor in the context of a reorganisation, merger or sale, with written notice.
- 11.8. **Survival:** Articles 4 (retention obligations), 6.3, 7.5, 8, 9 (amounts due), 10.1 and 11.1, 11.4–11.7 shall survive termination.