

General Terms & Conditions

These are the General Terms & Conditions of **X Offices B.V (Hoff Amsterdam)**.

Article 1 General

1.1 The Agreement in which the legal relationship is laid down of the office and meeting facilities together with office services provided by Hoff Amsterdam to User, consists of the Service Agreement, the Terms as well as the associated pricelist and is hereafter referred to as 'the Agreement'.

User:
The party which concludes the Agreement with Hoff Amsterdam or wishes to conclude and all of its representatives and/ or legal successors.

1.2 All notifications and announcements which are made by Hoff Amsterdam or User must be done so in writing.

Article 2 Applicability

2.1 The Agreement is established after signature of User. By signing User accepts all provisions of the Agreement.

2.2 The Agreement replaces all prior proposals, correspondence, commitments or other communications, done either in writing or orally.

2.3 The applicability of the General Terms of User is rejected explicitly by Hoff Amsterdam

Article 3 Services

3.1 As agreed upon in the Agreement, Hoff Amsterdam provides fully furnished and equipped offices (accessible at all times) and/or meeting rooms, together with reception services during office hours from 8:30 to 17:30. The Agreement includes the identification of the office(s) to be used. At all times Hoff Amsterdam has the right to accommodate the User in (an) other office(s) than the initial office(s) provided. These office(s) will equal the quality of the office(s) initially appointed to the User. Hoff Amsterdam will not charge the User with any additional costs for doing so.

3.2 Office services
Hoff Amsterdam will provide the additional services during office opening times from Monday to Friday. Specific arrangements can be made for the use of the abovementioned facilities outside office hours. All additional services will be rendered as far as Hoff Amsterdam -personnel is available. Hoff Amsterdam will do its utmost to render the service requested as soon as possible, but is not liable should services be rendered at a later time. If Hoff Amsterdam finds a request for a certain service to be excessive, Hoff Amsterdam reserves the right to charge additional costs based on the usual Hoff Amsterdam-rates and based on the time taken to render the service.

3.3 The User hereby guarantees that by using facilities and/or services Hoff Amsterdam provides, the rights of third parties will not be violated.

3.4 Unless installed by Hoff Amsterdam, User is not allowed to accept collect calls.

3.5 Article removed

3.6 Hoff Amsterdam will take measures to ensure that mail, phone calls, fax and other messages which arrive at the building, will reach User as soon as possible.

3.7 User has the right to use the reception services in the building which are executed by Hoff Amsterdam

3.8 User can make use of additional services of Hoff Amsterdam in agreement with Hoff Amsterdam

3.9 The rights and services which User can claim through means of this Agreement are personal and are solely applicable to the User, a company affiliated to User and the personnel hired by User. Such rights cannot be assigned or attributed to third parties without the explicit consent of Hoff Amsterdam

3.10 Without explicit written consent of Hoff Amsterdam User is not allowed to purchase services such as: telephone, data and internet facilities, catering, cleaning and maintenance services and so on from third parties. The aforementioned services are only reserved for Hoff Amsterdam or parties contracted by her.

3.11 Hoff Amsterdam does not guarantee that services will not be interrupted or are free of interference.

Article 4 Usage of the (office)space and services

4.1 User and Hoff Amsterdam will draw up a completion report in which the state of delivery is recorded. The completion report also contains an inventory list of all items that are present in the office(s) which are put at User's disposal.

4.2 Usage
The office space may only be used for office purposes for exercising the company of the User as agreed upon in the Agreement or separately agreed upon with Hoff Amsterdam User will not offer office space to third parties nor allow usage or offer and allow usage of the rendering of services assimilated with services which are rendered by Hoff Amsterdam
The Hoff Amsterdam-name may not be used by User under any circumstances or be related to the User's company.

4.3 Your name and address
The Hoff Amsterdam Business Center address may be used by User as a registered and legal address of the User during the agreement.

The company of User may only be managed on User's own name or another name, agreed upon by Hoff Amsterdam and User. It is not permitted to secure (advertising) signs at the office door or anywhere else visible outside the office.

4.4 Maintenance of the office space
User will take care of the office space and the design in conformity with the inventory list and ensure that the office space with the aforementioned design will not be damaged or changed in any way. User is liable for all damages inflicted by User or by the one who uses this/these office(s) and common space(s) with the approval of the User.

4.5 Office furniture and equipment
It is prohibited to place other furniture, cables, IT or telecommunication equipment and connections in the office without prior written consent of Hoff Amsterdam User is only permitted to have communication, printing and/or copying devices in the unit if it is for User's own use.
Services which Hoff Amsterdam renders to User under this Agreement should be rendered by or on behalf of Hoff Amsterdam

Hoff Amsterdam

4.6 Keys and security
All keys and key-cards are the property of Hoff Amsterdam It is prohibited to duplicate these or give to third parties for usage without prior consent of Hoff Amsterdam In case of loss or theft Hoff Amsterdam must be informed immediately. The costs thus resulting are fully for account of User. During the use of the Business Center, during and outside regular office hours, User is responsible and liable for the orderly locking of the doors of the own office space and the building.

4.7 Legal regulations
User will comply with all laws, regulations and ordinances that are applicable to her or her operational management. User must refrain from doing anything which could hinder others of Hoff Amsterdam in their use of the Business Center, which could cause inconvenience or annoyance, or which results in an increase of the insurance premiums, cause loss or damage to Hoff Amsterdam, the owner of the building and/or other parties concerned.

4.8 House regulations
User has to conform unconditionally to the HOFF house regulations and WTC House rules which are applicable to the Business Center.

4.9 Electricity
The use of electricity by User may not exceed the normal usage unless agreed otherwise. If the use exceeds the normal standard (normal is office supplies like printer, fax machines etc. Not normal is microwave, coffee machines, freezers, air-conditioners, etc.) without having made further arrangements by parties, User is responsible for the extra costs pertaining hereto and/ or possible damage to Hoff Amsterdam and / or third parties.

4.10 Deliveries
User grants Hoff Amsterdam permission to accept in User's name at the reception desk: registered mail, courier deliveries, packages and other goods offered which a maximum value up to € 100.00 per (postal) delivery or per package.
Registered deliveries, packages, courier deliveries and other goods offered which have a value of minimal € 100.00 per postal delivery or per package will not be taken receipt of by the reception desk, but must be sent to User directly.

4.11 Insurance
The User has to insure her possessions, employees and any third parties that the User takes in/uses in the Business Centers and keep them insured during the Agreement. Hoff Amsterdam does not accept any liability pertaining hereto whatsoever.

Article 5 Access to the Business Center/office space

5.1 Access
Hoff Amsterdam has access to the office space at all times. Unless circumstances beyond Hoff Amsterdam's control arise (state of emergency) Hoff Amsterdam will try to inform User in advance when any inspections, tests, repairs, other routine jobs, cleaning or maintenance have to be executed or when the office space will be shown to possible future Users.

5.2 Suspension of services
Hoff Amsterdam has the right, with prior announcement, to suspend the services agreed upon (including access to the accommodation) in case of force majeure, in which case payment of the basic rate for a similar period will be suspended. With force majeure is meant: any restriction of government regulations, epidemics, mobilization, war, revolution, strikes, confiscation or sequestration, natural disasters and any other circumstance which Hoff Amsterdam could not reasonably foresee and on which she had no influence.

Article 6 The Agreement

6.1 Commencement Agreement
If, for any reason at all, Hoff Amsterdam is not able to provide the number of offices/workstations agreed upon at the start of the Agreement, Hoff Amsterdam is not liable nor can Hoff Amsterdam be held liable for this. User does however have the right to terminate the Agreement immediately without being liable for damages. If User does not terminate the Agreement immediately, payment of the basic amount will be postponed until the offices/workstations can be put at User's disposal.

6.2 The nature of the Agreement
Parties explicitly declare the will and the intention that this Agreement, including these Terms which form an integral part of it, is an Agreement whereby the emphasis lies on the service character of the Agreement. Parties agree that disputes pertaining to this Agreement are interpreted and explained strictly according to the intention of parties such as stated in this Agreement.

6.3 Hoff Amsterdam is authorized to assign all her rights and obligations from this Agreement to third parties at all times, but only when this third party is able to continue rendering the same services.

6.4 Term
The Agreement is entered into for the period as indicated in the Agreement. After expiration of the period as stated in the Agreement, the Agreement is continued for a following period of the initial contract period. All periods run up to the last day of the month in the month on which the Agreement would supposedly be terminated.

6.5 Termination Agreement Hoff Amsterdam – owner/manager
The Agreement terminates if the lease agreement between Hoff Amsterdam and the owner/manager of the Business Center ends, in which case Hoff Amsterdam is not compelled to reimburse resulting damages to User.

6.6 Cancelling Agreement
Each of the parties can cancel the Agreements at the end of each period taking the period of notice of three months into account. Cancellation must be done in writing.

6.7 Immediate termination
Hoff Amsterdam can terminate the Agreement immediately, dismissing the terms of notice, if the User:

- has not paid the amounts due at the designated times;
- does not meet any of the obligations in the Agreement;
- is on a sanction list of the Dutch government or a sanction list of the EU.
- the use of the Business Center, or the use of one of the employees of the User or third parties who use the Business Center with consent is in violation of the house rules of the Business Center at least is in accordance with normal usage of the office space;
- suspends his profession or company in the office entirely or for an important part; (office ma not be used for other/or personal purposes, unit may only be used as on office space).
- applies for admission to "Wet Schuldsanering Natuurlijke Personen" (WSNP), or is admitted to this arrangement;
- if he should not be a natural person, loses his corporate personality, is discontinued or actually liquidated;
- is offered an agreement apart from bankruptcy or if goods of User are seized;
- deceases.

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6.8
If Hoff Amsterdam terminates the Agreement immediately User has to comply to the following terms and conditions nonetheless; payment of the possible additional services used; payment of the basic amount for the remaining period of the Agreement if no immediate cancellation has taken place or (if longer) for a period of three months; and indemnification of Hoff Amsterdam for possible costs and losses and possible claims from third parties as a result of the immediate termination.

6.9 If the Business Center is not available
If, for any reason whatsoever, Hoff Amsterdam is no longer able to offer the services and accommodation as agreed upon in the Business Center, the Agreement terminates without any cancellation being necessary. In that case User is compelled to pay the basic amount and the amount for any possible additional services up to the day that the Agreement is terminated / ending. Hoff Amsterdam will do its utmost, but is never compelled to do so, to find substitutional office space.

6.10 Ultimate beneficial owner (UBO) user
User is compelled to notify X Offices within 14 days if there is a change in users ownership. In such a case a new scheme of beneficial owners of user is provided to Hoff Amsterdam.

Article 7 Termination Agreement

7.1
At the termination of the Agreement User has to vacate and leave the office space immediately, taking all that is his along and leave the space at Hoff Amsterdam's disposal, clean and in the original state except for the usual wear and tear. All items which User has apparently parted from by leaving them in the office space during the actual leaving of the office can be removed by Hoff Amsterdam to its own insight without any liability at the cost of User.

7.2
If User continues to use the office space in the Business Centre unauthorized after termination of the Agreement, in any form whatsoever, User is liable for all damages and losses by Hoff Amsterdam. In that case User is compelled to pay Hoff Amsterdam the extra compensation in addition to the basic amount Hoff Amsterdam has the right to charge User with.

Article 8 Payments

8.1
The deposit has to be credited to the account of Hoff Amsterdam before the Agreement is entered into. All fixed costs within the Agreement have to be paid in advance.

8.2
The deposit will be paid back to User within thirty days after the Agreement is terminated, but only after Hoff Amsterdam has received all amounts which User possibly owes Hoff Amsterdam and after deduction of possible costs that have to be made to restore the (office) space into the former state. Everything needed to be done in order to restore the (office) space into the former state will be agreed upon during two inspections to be attended by both Hoff Amsterdam and the User. The last day of the agreement will be the final day on which the definite inspection will be done.

8.3
Hoff Amsterdam provides a survey of all payments which User owes Hoff Amsterdam for services that have been rendered in the previous month. In this survey a specification is given of all amounts that are owed for mail, fax, telephone costs, catering etc. which Hoff Amsterdam made in this period on behalf of the User. For the prices we refer to our general documentation; this amount (including VAT) will never exceed the amount of the deposit.

8.4
There is no interest payable or receivable on the deposit paid.

8.5
If the user after serving notice does not respond within 3 working days to the request for immediate payment, Hoff Amsterdam has the right to charge User with 15 % non-legal expenses. Hoff Amsterdam thus also claims the legal interest for each day that User remains in default of payment of the amount agreed upon, regardless of the right of Hoff Amsterdam to claim compensation for the damage resulting thereof. From the due date of the invoice the Client should pay 15% of extrajudicial cost and 2% credit restriction.

8.6
Hoff Amsterdam has the right to postpone the provision of services entirely until Hoff Amsterdam has received the full amount. The above lets the contractual obligations of the User unimpeded, which remain entirely valid.

8.7
The fixed costs of the agreement as shown on the price list, will be increased on January 1st each year based on CPI Series (2015 = 100) as published by the Central Bureau of Statistics. The additional costs may be increased by Hoff Amsterdam twice a year, on the condition that User is informed in writing, at least one calendar month ahead.

8.8
In all cases in which Hoff Amsterdam serves User an injunction, a proof of default or a service of a writ, or in the case of procedures against User to force him to fulfillment of the Agreement, User is compelled to pay Hoff Amsterdam all the costs Hoff Amsterdam has made, both in and outside the law.

Article 9 Liability

9.1
Hoff Amsterdam is not liable for damage inflicted on the person or goods of the User or of third parties due to visible or invisible flaws in the office space, the building or the complex which the office space is a part of, or inflicted by the effects and consequences of changes in the weather, from stagnation in the supply of gas, water, electricity, heat ventilation or climate control, of failures in the installations and equipment, of the incoming and outgoing gasses and fluids, of fire, explosion and other occurrences, of stagnation in the using of the office building and of disruptions or shortcomings in the services of Hoff Amsterdam, except in the case of damage though gross negligence or serious omission of Hoff Amsterdam pertaining to the state of the office space or of the building or the complex of which the office space is a part of.

9.2
Hoff Amsterdam is not liable for damage to documents or other goods, caused by the Postal Services, courier companies and/or services executed by other companies, unless User proves that the damage is suffered as the result of a mistake of Hoff Amsterdam which would have been avoided by careful handling. In that case Hoff Amsterdam is liable for the maximum of € 100.00 per (postal) piece, whereby – explicitly – any form of consequential damage is excluded.

9.3
Hoff Amsterdam is not liable for corporate damage of the User or for damage due to the activities of other Users or of limitations in the use of office space caused by third parties. If Hoff Amsterdam cannot offer its services for whatever reason, her liability is limited to repayment of a reasonable part of the basic amount. User is compelled to take timely measures to prevent and limit the damage to the office space. User is compelled to inform Hoff Amsterdam immediately if damage to/in the office space has occurred or is about to occur.

9.4
Hoff Amsterdam is in no case liable for any turnover loss, profit loss, loss of expected (cost) savings, loss or damage of data, claims of third parties or consequential damages. The User is strongly suggested to take out insurance for such losses, damages, costs or claims.

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9.5 Indemnifications
Unless there is gross negligence by Hoff Amsterdam User must indemnify Hoff Amsterdam for demands, claims, damages, loss and costs due to/caused by:
- death or injury within the office space User has the disposal of;
- third parties which User has let into the Business Center, personnel of the User and persons for which User is responsible;
- fines which Hoff Amsterdam imposes for behavior or negligence of User;
- damage inflicted to the person or goods of the User or of third parties and claims of third parties in the business; ignoring any obligations within the Agreement.

Article 10 Recruitment interdiction

Without prior written consent of Hoff Amsterdam User shall not offer work to employees working at the location(s) of Hoff Amsterdam or hire them directly within six months after termination of the employment with Hoff Amsterdam or related companies; each breach of this article is fined with a penalty of € 25,000.00 (in words: twenty five thousand euro).

Article 11 Secrecy & Data Protection

11.1
Parties must adhere to secrecy with regard to the terms and the Agreement. No party shall give information regarding the contents of this Agreement without prior consent of the other party, unless law or authority dictates it.

11.2
Hoff Amsterdam will practice secrecy at all times with regard to the operational management of the User.

11.3
Each party shall comply with all applicable data protection legislation. The basis on which we will process your personal data is set out in our privacy policies (available on our website)

11.4
You acknowledge and accept that we may collect and process personal data concerning You and/or your personnel in the course of our agreement for services with you. Such personal data will be processed in accordance with our privacy policy. Where you provide this data to us, you will ensure that you have the necessary consents and notices in place to allow for this.

Article 12 Protection personal information

Parties agree that Hoff Amsterdam has the right to process the personal data of the User, to distribute to third parties and to pass these on (also if this means forwarding data to countries outside the EU, to parts of the international network of Hoff Amsterdam), on the condition that this solely takes place:

- for the execution of this Agreement; for the planning of work and the fighting of fraud;
- The User is aware of the fact that countries outside the EU may possibly have no laws or rules for the protection of personal information.

Article 13 Conversion

If and as far as based on grounds of reasonability and fairness or if the unreasonably incriminating character on any article in the Agreement cannot be appealed to, in any case an interpretation adhering to the article in question will be applied, identifying as much as possible as far as the contents and the purpose are concerned, thus ensuring that an appeal can be made.

Article 14 Applicable Law and choice of Forum

14.1
Dutch law is applicable to this Agreement and the house rules of the Business Center concerned.

14.2
Unless parties explicitly agree otherwise in writing all disputes with regard to the Agreement between Hoff Amsterdam and User are settled by the authorized in the Amsterdam district. The Dutch version of the Terms is the judicial version.