

TAG Workspace Membership General Terms

Version 5.1 – English – business customers only

Effective Date: 1 November 2026

Document reference: TAG-WORKSPACE-GT-5.1-EN

1. Application and Documents

1.1 These general terms (“**Terms**”) apply to all business workspace memberships and related services supplied by TAG B.V. (“**TAG**”).

1.2 TAG contracts only with persons acting in the course of a profession or business (“**Member**”), not consumers.

1.3 The signed Membership Agreement, these Terms, the TAG Community Code of Conduct (“**Code of Conduct**”), the Price List and House Rules together form the “**Agreement**”. The Membership Agreement states their order of priority.

1.4 The Member’s terms are excluded unless expressly accepted by TAG in writing.

1.5 TAG supplies the contract documents electronically before or on contracting in a storable and durably accessible form. The Member ensures that its Seat Holders, guests and contractors receive and comply with relevant rules.

2. Definitions

- **Access Credential:** a pass, key, code, app account or other personal means of access.
- **Access Hours:** the agreed hours; access may be available outside staffed hours.
- **Business Day:** Monday through Friday, excluding generally recognised Dutch public holidays.
- **Flex Seat Holder:** a Seat Holder with a Flex Workspace Membership.
- **House Rules:** practical rules for safety and day-to-day use of the Location.
- **Location:** Jacob Bontiusplaats 9, 1018 LL Amsterdam, or a replacement under article 18.
- **Monthly Fee:** the agreed monthly amount excluding applicable VAT.
- **Price List:** the list of products, prices, credits and additional services.
- **Priority Zone:** a category or zone of shared workstations designated and changeable by TAG.
- **Priority Zone Seat Holder:** a Seat Holder with a Priority Zone Membership.
- **Seat:** the personal, non-transferable access and use entitlement of one registered natural person.
- **Seat Holder:** the natural person registered by TAG for a Seat.
- **Services:** the integrated package of access, hospitality, community, internet, management, security, cleaning, shared facilities, reservation options and temporary workspace opportunities.

- **Workstation:** a desk, chair and associated temporary work position in a shared work zone.
 - **Written:** by email or through a digital portal designated by TAG.
-

3. Service Model and Control

3.1 The principal purpose of the Agreement is the supply of Services. Temporary use of a Workstation is an integrated and subordinate part and is not offered as a separate real-estate performance.

3.2 TAG retains possession and operational control of the Location. TAG determines access, layout, work zones, capacity, reservations, temporary allocations and shared-facility use. TAG, building management, emergency services and persons admitted by TAG retain access for management, safety, maintenance, inspection, events and reconfiguration.

3.3 The Member obtains no exclusive right to a demarcated space, particular desk or any part of the Location. It may not exclude anyone, install a lock or partition, mark a Workstation as private, or exercise permanent possession.

3.4 A reservation, priority entitlement or temporary allocation is administrative, personal and revocable. TAG may allocate another suitable Workstation before or during use.

3.5 Every Workstation must be completely cleared at the end of each visit. Property may remain only in a separately allocated locker or storage facility.

3.6 The Parties do not intend a lease under section 7:201 of the Dutch Civil Code or a lease of other business premises under section 7:230a. Labels and intention are not decisive if substance or performance is legally classified differently. Mandatory law then remains applicable; these Terms contain no advance waiver of mandatory protection.

3.7 A monthly term does not independently exclude lease classification. Actual performance must remain consistent with the non-exclusive service structure.

4. Products and Allocation

4.1 A **Flex Workspace Membership** gives a Seat Holder, during Access Hours and subject to availability, temporary access to one available Workstation in shared work zones. There is no right to a particular, numbered or consistently allocated Workstation.

4.2 A **Priority Zone Membership** gives a Seat Holder, during each visit, priority to use one Workstation within the Priority Zone. It gives no right to a particular, numbered or consistently allocated Workstation.

4.3 Priority Zone Workstations remain shared. TAG may allow Flex Seat Holders to use them temporarily when they are not required by Priority Zone Seat Holders who are present.

4.4 If a Priority Zone Seat Holder is present and no Priority Zone Workstation is available because Flex Seat Holders are using them, TAG may instruct a Flex Seat Holder to vacate a Workstation selected by TAG and move to another available Workstation. TAG alone decides which Workstation is vacated and allocated. A Member or Seat Holder may not independently remove anyone or demand a specific Workstation.

4.5 Each allocation applies only for the relevant visit. TAG may allocate a different Workstation each time and change the Priority Zone's size, position, layout and composition. For maintenance, safety, events, reconfiguration or other operational necessity, TAG may offer a reasonably comparable Workstation outside the Priority Zone.

4.6 If all Priority Zone Workstations are used by Priority Zone Seat Holders, another Priority Zone Seat Holder may not require any of them to move. TAG will, where reasonably possible, offer a comparable alternative Workstation.

4.7 Availability is not absolutely guaranteed. TAG manages capacity to enable normal access and may use reservations, queues, fair-use limits and alternative Workstations.

4.8 Meeting rooms, events, lockers, equipment and additional services are subject to reservation, availability, fair use and charges. Unused days or credits do not roll over or generate refunds unless the Price List states otherwise.

5. Seats, Access and Guests

5.1 Each Seat is personal and may not be shared, pooled or used by multiple people. Replacement of a Seat Holder requires prior Written notice and TAG's acceptance.

5.2 TAG may make activation conditional on identity checks, signing-authority verification and a current trade-register extract.

5.3 Access Credentials are personal, remain the property of TAG or its supplier and may not be copied or transferred. Loss or misuse must be reported immediately; reasonable replacement costs may apply.

5.4 The Member is responsible for its Seat Holders, guests and contractors as if their acts and omissions were its own.

5.5 Business guests are permitted under the House Rules and may require registration and supervision. Regular work by a guest requires a Seat or day pass.

6. Code of Conduct

6.1 The Code of Conduct applies at the Location, at TAG events, on TAG platforms, and to communications or conduct directly connected with participation in the TAG community.

6.2 The Member ensures compliance by its Seat Holders, guests and contractors. Their violation is treated as a violation by the Member.

6.3 TAG handles reports carefully, proportionately and as confidentially as reasonably possible. TAG may use safety measures, fact-finding, warnings, mediation, access conditions, temporary suspension or termination.

6.4 Retaliation against anyone who makes a good-faith report, provides information or assists an investigation is prohibited and is a separate violation.

6.5 The Code of Conduct is not an employment grievance procedure and TAG does not act as employer of Seat Holders. Serious or urgent matters may be reported to police, emergency services, competent authorities, or the person's employer or client where necessary and lawful.

7. Commencement, Term and Notice

7.1 The Agreement forms when TAG accepts the signed Membership Agreement in writing or activates the Services.

7.2 It continues indefinitely on a calendar-month basis.

7.3 The Member may terminate the Agreement or Seats on one full calendar month's Written notice effective at month-end. Notice received by the final day of a month ends at the end of the following month.

7.4 TAG may terminate on the same notice, subject to mandatory law.

7.5 Additional Seats require acceptance and capacity; reductions follow article 7.3. Amounts prepaid after the end date are refunded. The current month is not pro-rated unless otherwise stated.

8. Fees and Changes

8.1 The Member pays the Monthly Fee and additional charges in the Membership Agreement and Price List. Amounts exclude VAT and applicable taxes.

8.2 TAG may index the Monthly Fee once each calendar year on 1 January by the percentage change in the Statistics Netherlands consumer price index, all households, or successor series, over the latest available twelve-month period. A negative index does not reduce the Fee. TAG gives at least one month's notice.

8.3 TAG may otherwise amend prices on two full calendar months' notice. If materially disadvantaged, the Member may terminate before the effective date with effect on that date. This does not apply to indexation, statutory taxes or proportionate passed-through external costs outside TAG's reasonable control.

8.4 The first month may be pro-rated; the last month is not unless agreed otherwise in writing.

9. Payment

9.1 The Monthly Fee is due in advance on or before the first day of each calendar month.

9.2 Payment is by SEPA direct debit, credit card or an accepted method. An undisputed amount may not be suspended or set off except under mandatory law.

9.3 An invoice dispute must be reasoned and notified before the due date. The undisputed part remains due on time.

9.4 Late payment bears statutory commercial interest under section 6:119a of the Dutch Civil Code plus reasonable extrajudicial collection costs.

9.5 Seven days after Written reminder, TAG may block new reservations; fourteen days after that reminder, TAG may suspend access until full payment. Fees continue during justified suspension.

9.6 An agreed deposit, or one required because payment risk demonstrably increases, is capped at one Monthly Fee and returned within 30 days after termination and reconciliation less amounts due.

10. Use and House Rules

10.1 The Location is used only for lawful professional office work compatible with a shared workplace, permitted use, permits and insurance conditions.

10.2 The Member follows the House Rules and reasonable instructions concerning safety, security, noise, internet, waste, visitors and shared facilities.

10.3 TAG may amend House Rules on reasonable notice for safety, law, building management or proper operation. A material product reduction gives the termination right in article 8.3.

10.4 Events, alterations, installations, attachments, private cabling and modifications require Written consent. Overnight stays, residential use, smoking and vaping are prohibited.

11. No Transfer or Address Use

11.1 The Member may not rent, sublet, share, license, pledge or transfer the Agreement, Seats, reservations or access.

11.2 The Location may not be registered or published as the Member's statutory seat, registered, visitor, postal, correspondence or other own address. Mail or goods may not be sent in the Member's name unless a separate Written address agreement permits it.

11.3 TAG provides no bookkeeping, tax return, financial-statement, legal, director-recruitment, trust or domicile-plus services under this Agreement.

11.4 Unauthorised address registration is a material breach and must be removed immediately on demand. The Member reimburses reasonable correction costs.

12. Internet and Information Security

12.1 Internet is a shared best-efforts service without guarantee of uninterrupted availability, bandwidth or fitness for business-critical applications.

12.2 The Member secures its devices, accounts, data and communications and maintains encryption and backups.

12.3 Unauthorised access, malware, spam, cryptomining, excessive use, security circumvention and unlawful content are prohibited. TAG may restrict access to investigate suspected misuse or risk.

12.4 TAG may process network and access logs for service, security, incident investigation and legal duties under the Privacy Notice.

13. Property and Equipment

13.1 The Member's property is at the Location at its own risk. TAG is not a custodian. The Member maintains appropriate property and liability insurance.

13.2 The Member compensates damage caused by it, Seat Holders, guests or contractors, excluding fair wear and tear.

13.3 TAG equipment remains TAG's or its supplier's property and must be carefully used and returned.

13.4 TAG may store property left behind after Written notice at the Member's cost and risk and, after 30 days and where legally permitted, dispose of or sell it. Net proceeds after costs belong to the Member. Dangerous, disruptive or perishable items may be removed immediately.

14. Suspension and Termination by TAG

14.1 TAG may proportionately suspend or terminate immediately for:

- Non-payment after article 9.5.
- A material breach not cured within a reasonable cure period.
- A serious or repeated Code of Conduct or House Rules violation.
- Danger, violence, threats, harassment, discrimination, serious disruption or security breach.
- Unlawful or residential use or missing permits.
- Unauthorised sharing or transfer of access.
- Failure to remove unauthorised address registration.
- Bankruptcy, suspension of payments, dissolution or cessation, where legally permitted.
- A situation requiring immediate action to protect people, property, systems or legal compliance.

14.2 Where cure is possible and no immediate risk exists, TAG first gives a warning and suitable cure period. TAG may take temporary safety measures during investigation without prejudging the outcome.

14.3 Following justified immediate termination, amounts due and the Fee through the current month remain payable. Prepayments after that month are refunded after set-off.

15. Liability and Indemnity

15.1 TAG is liable only for direct loss resulting immediately from an attributable breach.

15.2 Indirect or consequential loss, lost revenue, profit, savings, opportunities, goodwill, reputation and data are excluded where legally permitted.

15.3 Total liability per event and calendar year is limited to the higher of: (a) Monthly Fees paid during the preceding three months; or (b) the insurance payment for that event plus the deductible.

15.4 Limits do not apply to intent or wilful recklessness by TAG's management, death or personal injury caused by TAG where not excludable, or other non-limitable liability.

15.5 TAG is not liable for unattended property, other users' conduct or temporary outages except to the extent caused by TAG's failure to exercise reasonable care.

15.6 The Member indemnifies TAG against third-party claims caused by the Member, Seat Holders, guests or contractors, except to the extent caused by TAG.

16. Personal Data and Cameras

16.1 TAG processes personal data as controller for contract administration, access, safety, communication, billing, reports, incident investigation and legal duties under its Privacy Notice.

16.2 The Member informs Seat Holders and guests and supplies personal data only lawfully.

16.3 If cameras are used, TAG gives prior notice, documents purpose and legal basis, restricts access and retains footage no longer than necessary. Incident footage may be kept until resolution.

16.4 Code of Conduct reports are shared only with persons who reasonably need them for safety, investigation, decision-making or legal duties. Absolute confidentiality cannot be guaranteed.

17. Confidentiality and Intellectual Property

17.1 A shared workspace is not a confidential private room. The Member protects conversations, screens, documents, devices and trade secrets.

17.2 The Parties keep reasonably confidential non-public information secret and use it only for the Agreement, subject to lawful public availability, independent development or mandatory disclosure.

17.3 Intellectual property does not transfer. TAG materials and marks remain TAG's; the Member's independently created work remains the Member's.

17.4 TAG uses the Member's name or logo in a public member list or reference only with prior Written consent.

18. Closure and Replacement Location

18.1 TAG may change layouts, zones, furniture, technology and access procedures and temporarily close parts for maintenance, safety, events or works. Foreseeable disruption is reasonably announced.

18.2 An occasional closure up to three consecutive Business Days gives no refund if a reasonable alternative is offered or the cause is beyond TAG's reasonable control.

18.3 For longer foreseeable closure, TAG offers, where reasonably possible, a comparable alternative or proportionate credit for the period without a reasonable solution.

18.4 TAG may relocate on two full calendar months' notice to a nearby location of comparable standard. The Member may terminate before the move date with effect then if reasonably unacceptable.

18.5 If TAG unexpectedly loses its right to use the Location, it may offer replacement or terminate and refunds Fees for periods without Services or reasonable replacement.

19. Force Majeure

19.1 Neither party is liable for failure caused by circumstances beyond reasonable control, including fire, flood, major outage, cyber incident despite appropriate measures, government action, third-party strike or inaccessibility.

19.2 Payment for Services already supplied remains due. The affected party informs the other and reasonably mitigates effects.

19.3 If complete unavailability without reasonable replacement exceeds 30 days, either party may terminate immediately. TAG refunds prepayments after termination and for the demonstrably wholly unusable period.

20. Reports and Complaints

20.1 Operational complaints are promptly reported to ben@tag.space. Conduct reports follow the Code of Conduct through ben@tag.space or the reporting form at www.tag.space/en/code-of-conduct#report. In immediate danger, call 112 and alert TAG.

20.2 TAG acknowledges a material report and responds within a reasonable time. The Parties first try to resolve commercial disputes through ten Business Days of management discussions unless urgency requires otherwise.

21. Amendments

21.1 TAG may amend these Terms, the Code of Conduct and House Rules for legal, safety, security, technical, operational or product-development reasons on two full calendar months' notice, except where an urgent safety or legal change must take effect sooner.

21.2 If materially disadvantaged, the Member may terminate before the effective date with effect on that date. This does not apply when required by mandatory law and no broader than necessary.

21.3 New versions receive a version number and effective date and do not apply retrospectively.

22. Transfer and Final Provisions

22.1 TAG may use suppliers and remains responsible for contractual performance.

22.2 TAG may transfer the Agreement to a group company or successor operator if continuity is not materially reduced and the transferee assumes obligations. The Member gives advance cooperation where needed under section 6:159 of the Dutch Civil Code.

22.3 The Member may not transfer without Written consent.

22.4 Invalidity or unenforceability of one provision does not affect others. Mandatory law is not excluded.

22.5 Failure to exercise a right is not waiver. The Agreement creates no partnership, agency, employment or power of attorney.

22.6 Dutch law governs. Subject to mandatory jurisdiction, the competent court of the Amsterdam District Court has jurisdiction.

22.7 This English version independently governs English Membership Agreements. A Dutch Agreement incorporates the separate Dutch version.

23. Contact and Version Control

ITEM	DETAIL
Contracting party	TAG B.V.
Dutch Trade Register	42189402
Office address	Kamerlingh Onneslaan 2 A, 1097 DG Amsterdam
Location	Jacob Bontiusplaats 9, 1018 LL Amsterdam
Contract contact	ben@tag.space
Conduct reports	ben@tag.space, www.tag.space/en/code-of-conduct#report
Privacy contact	ben@tag.space
Version	5.1
Effective Date	1 November 2026