

TAG Workspace Membership Agreement

Version 5.1 – English – business customers only

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

Status: draft for final legal and operational review

1. Parties

TAG

TAG B.V., a Dutch private limited company (besloten vennootschap), having its statutory seat in Amsterdam and its office at Kamerlingh Onneslaan 2 A, 1097 DG Amsterdam, registered with the Dutch Trade Register under number 42189402, duly represented by its managing director TAG Group B.V., hereinafter: “TAG”.

Member

DETAIL	TO BE COMPLETED
Statutory/trade name	company name
Legal form	legal form
Dutch or foreign registration number	registration number
Registered office	address
Represented by	name and position
Billing email	email address

TAG and the Member are jointly the “Parties”. The Member declares that it enters into this Agreement exclusively in the course of a profession or business and not as a consumer.

2. Selected Membership

ITEM	AGREEMENT
Location	Jacob Bontiusplaats 9, 1018 LL Amsterdam
Product	☐ Flex Workspace Membership ☐ Priority Zone Membership
Number of personal Seats	number

Registered Seat Holder(s)	<u>names</u>
Start Date	<u>date</u>
Access Hours	24/7 with a personal Access Credential
Monthly Fee per Seat	€ 195 (Flex) or € 295 (Priority Zone) excluding applicable VAT, per the Price List
Total Monthly Fee at commencement	€ <u>amount</u> excluding applicable VAT
Security Deposit	€ 0
Special Terms	None, unless stated here: <u>expressly agreed written deviations</u>

Flex Workspace Membership

During Access Hours and subject to availability, every Seat Holder may temporarily use one available workstation in the shared work zones. There is no right to any particular, numbered or consistently allocated workstation.

Priority Zone Membership

During each visit, every Seat Holder has priority to use one workstation within a category or zone of workstations designated by TAG (the **"Priority Zone"**). The Member is not entitled to any particular, numbered or consistently allocated workstation within the Priority Zone.

Workstations in the Priority Zone remain part of the shared workspace. TAG may permit a Flex Seat Holder to use a workstation in that zone temporarily whenever it is not then required by a Priority Zone Seat Holder who is present.

If a Priority Zone Seat Holder is present and no workstation in the Priority Zone is available because one or more workstations are being used by Flex Seat Holders, TAG may instruct a Flex Seat Holder to vacate a workstation selected by TAG and move to another available workstation. TAG alone determines which workstation is vacated and temporarily allocated. Neither the Member nor the Seat Holder may independently remove another user or demand a particular workstation.

Each allocation applies only for the relevant visit. TAG may allocate a different workstation within the Priority Zone on every visit and may change the size, position, layout and composition of the Priority Zone. TAG may offer a reasonably comparable workstation outside the Priority Zone where required for maintenance, safety, events, reconfiguration or other operational circumstances.

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

3. Nature of Agreement

3.1 This is a business membership and services agreement. TAG's principal performance is an integrated package of access, hospitality, community, internet, management, security, cleaning, shared facilities and temporary workspace opportunities.

3.2 TAG retains possession and operational control of the Location at all times. The Member receives only a personal, limited, non-exclusive and non-transferable right to use the Services in accordance with this Agreement and the General Terms.

3.3 The Member receives no exclusive use of any demarcated immovable property or part of it, no key to or control over its own space, and no right to exclude TAG or any person admitted by TAG from any part of the Location. A reservation, priority entitlement or temporary allocation does not change this.

3.4 The Parties do not intend a lease within section 7:201 of the Dutch Civil Code or a lease of other business premises within section 7:230a. The title or intention chosen by the Parties is not decisive if mandatory law classifies the rights and obligations actually agreed and performed differently. Mandatory Dutch law then prevails solely to the extent required.

3.5 A monthly term, the word “membership” and a statement that no lease is intended do not independently exclude lease classification. The Parties will therefore perform this Agreement consistently with its non-exclusive service structure.

4. Services

Within the selected product and General Terms, the Monthly Fee includes:

- Access to the shared Location during Access Hours.
- Use of one available or temporarily allocated workstation.
- Use of shared lounges, kitchen facilities and phone booths, subject to availability.
- Internet through the shared network.
- Management, hospitality during staffed hours, security, cleaning, utilities and waste services.
- Coffee, tea and water for normal use.
- Access to community activities and resources designated by TAG.
- Meeting-room use to the extent permitted by credits, prices, reservation rules and availability.

Storage, mail handling, domicile, a registered or correspondence address, a private office, guaranteed availability and exclusive use are not included unless separately agreed in writing.

5. Term and Termination

5.1 This Agreement starts on the Start Date and continues indefinitely on a calendar-month basis.

5.2 The Member may terminate the Agreement or one or more Seats in writing by giving one full calendar month's notice, effective at the end of a calendar month. Notice received by TAG no later than the final day of a month ends the Agreement at the end of the following month.

5.3 TAG may terminate on the same notice. TAG may also suspend or terminate immediately in the circumstances stated in the General Terms.

5.4 Contractual access and use rights end on the end date. The Member must remove all property and return all Access Credentials by then. Mandatory termination, eviction or protection rules remain applicable if and to the extent required by law.

6. Contract Documents

The Agreement consists of the following documents in descending order of priority:

1. This signed Workspace Membership Agreement.
2. The **TAG Workspace Membership General Terms, version 5.1**.
3. The **TAG Community Code of Conduct, version 1.0**.
4. The Price List in force on the Start Date.
5. The House Rules in force on the Start Date.

6. Written amendments agreed by the Parties.

If documents conflict, the higher-ranking document prevails, except that a later amendment signed by both Parties prevails to the extent it expressly changes this order. The English versions govern this English Agreement. Translations are informational.

The Member confirms that TAG provided the General Terms, Code of Conduct, Price List, House Rules and Privacy Notice before or on signing in an electronically downloadable and durably accessible form.

7. Payment

7.1 The Monthly Fee is payable in advance. The first, where applicable pro-rated, Fee and any Security Deposit are due on the Start Date. Thereafter, the Fee is due no later than the first day of each calendar month.

7.2 Payment is made by SEPA direct debit, credit card or another method accepted by TAG in writing.

7.3 Statutory commercial interest and reasonable extrajudicial collection costs under Dutch law apply to late payments.

8. No Address Right

The Member may not use the Location as its statutory seat, registered office, visitor address, postal address, correspondence address or registration address with the Trade Register, Dutch Tax Administration, a bank, on a website or stationery, or with any third party. TAG provides no domicile, bookkeeping, tax or legal services under this Agreement. Any exception requires a separate written agreement and compliance review.

9. Member Statements

The Member declares that:

- The signatory is authorised to bind the Member.
- All identification, registration and billing information is correct and current.
- Each Seat is used personally by a Seat Holder registered with TAG.
- The Member is responsible for its Seat Holders, guests and contractors.
- The Member and these persons will comply with the General Terms, Code of Conduct, House Rules and reasonable safety and security instructions.
- The actual arrangement will not create exclusive possession, a permanently allocated desk or a de facto private office.

10. Signature

By signing, the Parties accept this Agreement and its incorporated contract documents.

FOR TAG B.V.	FOR THE MEMBER
Name: Ben van Leeuwaarde	Name: _____ name
Position: Managing Director	Position: _____ position
Date: _____ date	Date: _____ date
Signature:	Signature: