

General terms and conditions

General terms and conditions of Flexado

B.V. Hererinafter referred to as Flexado

Article 1 Definitions

- 1.1 Flexado B.V.: The provider of services at the location. Flexado is located at Liessentstraat 9a, 5405 AH Uden, and is registered with the Dutch Chamber of Commerce under number 53180712.
- 1.2 The customer: The natural person or legal entity with whom Flexado has entered into an agreement or to whom Flexado has issued a quotation.
- 1.3 The location: The place where Flexado offers services, including flexible workspaces, mail services (business address & service office), and meeting rooms to the customer. The location is managed by a business partner of Flexado.
- 1.4 The services: The services provided by Flexado, as specified in the specific terms and conditions.
- 1.5 Business partner: The owner or manager of the location and the provider of additional services.
- 1.6 The specific terms and conditions: The conditions applicable to one or more of Flexado's services.
- 1.7 The agreement: The online quotation digitally accepted by the customer, forming an agreement between Flexado and the customer.

Article 2 Applicability of general and specific terms

- 2.1 By accepting one or more online agreements, these general terms and conditions form an integral part of the agreement(s) between the customer and Flexado. Any general terms and conditions used by the customer are explicitly rejected.
- 2.2 In addition to these general terms and conditions, the specific terms and conditions for the respective service also apply to specific services.

Article 3 Services

- 3.1 Flexado offers one or more services, either directly or through a business partner.
- 3.2 The conditions and prices of the services are specified in the online agreement, as well as in the specific terms and conditions, which form an integral part of the agreement.
- 3.3 The customer may, if desired, use other locations and services offered by Flexado, subject to the prices and conditions applicable to those specific locations and services. The customer acknowledges that rates and/or conditions may vary per location and service.
- 3.4 Flexado provides services to the customer subject to the approval of the business partner and the possibility of its withdrawal.
- 3.5 If Flexado and/or its business partner has objections to entering into an agreement with a particular customer, Flexado may refuse to enter into the agreement or terminate it immediately.
- 3.6 Flexado reserves the right to refuse customers or terminate agreements at any time without providing a reason.

Article 4 Security deposit, invoicing, and payment

- 4.1 As soon as an agreement between the customer and Flexado is entered into, the customer is required to pay a security deposit and startup costs. The deposit serves as additional security for the payment of any amounts Flexado is entitled to claim from the customer, now or in the future. The customer must ensure that at all times, the specified security deposit amount is held by Flexado. The exact amounts of the security deposit and startup costs may vary per location. The prices stated in the quotation are binding. No interest is paid on the deposit, and VAT is not applicable to the deposit.
- 4.2 Flexado is entitled to send invoices electronically, if legally permitted.
- 4.3 In addition to the security deposit, the Client is obliged to pay the first installment invoice in advance. Instead of the one-off security deposit, the Client may opt to pay a monthly administrative surcharge. This surcharge does not qualify as a deposit and will therefore not be refunded at the end of the agreement.
- 4.4 Subsequent invoices from Flexado must be paid within 14 days of the invoice date.
- 4.5 Prepaid amounts by the customer are non-refundable. Even in the event of early termination of the agreement between the customer and Flexado, no refund of prepaid amounts will take place.
- 4.6 If the customer fails to pay Flexado on time, Flexado may, after the customer has been notified of default and the set deadline has passed without payment, impose a 'service stop.' This means that Flexado and its business partner are entitled to

immediately suspend their services.

- 4.7 The security deposit will be refunded within 60 days after the termination of the legal relationship between the customer and Flexado, provided that all outstanding claims have been settled and the customer can demonstrably show that they are no longer using Flexado's services. If the customer has not yet paid all debts to Flexado, these debts will first be deducted from the security deposit. Any remaining outstanding balance must be paid as soon as possible, but no later than 7 days after the end of the agreement. Any remaining security deposit will be transferred to a bank account specified by the customer.
- 4.8 Flexado is entitled to increase the costs annually in accordance with the CBS rental price adjustment index.
- 4.9 If you use any of the payment methods linked to Flexado's website or invoice, the payment will be processed by Mollie payment provider.
- 4.10 If the Client opts for payment via the SEPA method, a monthly administrative surcharge of €3.87 shall be charged.

Article 5 Termination

- 5.1 The agreement(s) may be terminated by either party in writing or by email, subject to a notice period of three full calendar months, unless otherwise agreed in writing.
- 5.2 Flexado is entitled to terminate an agreement immediately, without observing a notice period, in the event of the customer's bankruptcy, suspension of payment, application of debt restructuring measures concerning the customer, liquidation of the customer's business, or if the customer's assets are seized.
- 5.3 Flexado may also immediately terminate this agreement, without a notice period and without any liability for costs and/or damages of any kind, if:
 - the customer fails to pay their due debts on time;
 - Flexado receives complaints about the customer or if there is unrest or concern from another customer or multiple customers regarding the customer;
 - Flexado receives a request from the business partner to terminate the relationship or agreement with the customer;
 - the customer otherwise fails to meet their contractual obligations.
- 5.4 If Flexado terminates the agreement for any of the reasons mentioned in articles 5.2 or 5.3, the customer's payment obligation will end at the close of that calendar month for an open-ended contract and on the agreed end date for a fixed-term contract, without the customer having the right to continue receiving the provided service(s).
- 5.5 If the relationship between Flexado and the business partner ends for any reason, Flexado has the right to terminate the agreement with the customer on the same date the relationship between Flexado and the business partner ends.
- 5.6 Notwithstanding article 5.5, Flexado has the right to terminate the agreement with the customer if the business partner ceases to provide its services or if the business center is closed. In such a case, the notice period is one month, unless the business partner specifies an earlier closure date.
- 5.7 If the customer wishes to cancel the agreement during the onboarding phase — defined as the period between the conclusion of the agreement and the formal approval of the compliance file — a different regime applies. In that case, the customer is only liable for the agreed onboarding fee. Any monthly subscription fees and/or security deposits already paid will be refunded to the Client within 60 days, minus the onboarding fee.

As soon as the compliance file has been fully approved and the service (such as the virtual office) is active, the standard notice period of three full calendar months, as set out in Article 5.1, comes into effect.

Article 6 Liability

- 6.1 Flexado's liability is limited to direct damage resulting from its attributable failure or unlawful conduct, provided that liability only applies if Flexado's insurer covers the compensation. If this is not the case or if no coverage exists, Flexado's liability is capped at twice the net invoice amount related to the relevant services, with a maximum of €2,500.
- 6.2 The customer is liable to both Flexado and third parties for damages resulting from their own shortcomings or unlawful conduct. The customer indemnifies Flexado against third-party claims arising from these shortcomings or unlawful actions.
- 6.3 Flexado is not liable for indirect damage, consequential damage, loss of revenue, or loss of profit, regardless of how it is named.

6.4 No limitation or exclusion of liability applies in cases of intentional misconduct or gross negligence by Flexado's management.

Article 7 Other provisions

7.1 The customer is prohibited from entering into direct agreements with business partners within one year after the termination of the agreement without prior written consent from Flexado.

7.2 The customer guarantees Flexado that the services provided under this agreement will not be used in violation of applicable laws and regulations or for immoral or defamatory purposes.

7.3 The customer is not permitted to use the name Flexado, in whole or in part, in any way or in connection with their business activities.

7.4 Flexado is entitled to unilaterally amend both the general and specific terms and conditions at any time.

Article 8 Sanctions

8.1 If the customer acts in violation of any obligation under these general terms and conditions, the specific terms and conditions, an agreement, or any subsequent agreements arising therefrom, or any other existing or future legal relationship, they shall, without the need for a notice of default, forfeit an immediately payable penalty of €5,000 per violation, which is not subject to judicial mitigation, without prejudice to Flexado's right to claim full compensation for damages.

Article 9 Applicable Law

9.1 All legal relationships between the customer and Flexado are governed by Dutch law.

9.2 Any disputes that may arise between the parties, whether related to a concluded agreement, subsequent agreements arising therefrom, or any other existing or future legal relationship, shall be settled by the District Court of Midden Nederland, Utrecht location.

Business mailing address, Service office and Mail services

Article 1 Definitions

- 1.1 A business address can be registered as a correspondence address or a secondary establishment at the location provided by Flexado. The customer is allowed to share this correspondence address with third parties. However, it is strictly prohibited to register a business address as the customer's primary establishment.
- 1.2 A service office can be used as a registered business address for the customer's company. The exact terms and conditions for using a virtual office as a business registration address may vary by country and region.
- 1.3 Mail service is a service provided by Flexado, in which Flexado processes the customer's received mail in accordance with its established procedures.

Article 2 Applicability of general and specific terms

- 2.1 In addition to these specific terms for business addresses, service offices, and other mail services, the general terms and conditions of Flexado also apply and form an integral part of the agreement(s) between the customer and Flexado.
- 2.2 These specific terms may be unilaterally amended by Flexado.

Article 3 Mail

- 3.1 The customer subscribes to a correspondence address and/or a registered business address at a location provided by Flexado.
- 3.2 Flexado's business partner will receive mail intended for the customer and periodically forward it to Flexado. Mail will be processed according to the agreed terms.
- 3.3 Postage costs, including administrative fees, will be invoiced to the customer on a monthly basis.
- 3.4 The payment term is 14 days from the invoice date.
- 3.5 The customer authorizes Flexado to receive mail items, packages, bailiff's documents, enforcement orders, and registered mail, all of which are handled at the customer's sole risk and expense. Flexado and/or the business partner shall not be liable for any damages resulting from this process.
- 3.6 Flexado will not accept items exceeding 1.5 kg in weight, larger than 45 cm in length, width, or height, or containing drugs, hazardous materials, perishable goods, live animals, or any items suspected to be prohibited or non-compliant. Flexado reserves the right, at its sole discretion, to return unclaimed items or refuse to accept certain items.
- 3.7 Cash-on-delivery (COD) shipments or parcels will not be accepted.
- 3.8 If, for any reason, mail is lost or misplaced, this shall be at the sole risk of the customer and not Flexado and/or the business partner.
- 3.9 The use of the mail address for retail purposes involving in-person customer visits is not permitted.
- 3.10 Upon the customer's request, mail items can be sent via express transport or courier. The costs for such services shall be borne by the customer.

Article 4 Compliance

- 4.1 In accordance with the WWFT (Prevention of Money Laundering and Financing of Terrorism Act), Flexado establishes a standard file for each customer. This file includes at a minimum, but is not limited to:
- A copy of the identification document
 - Verification of the identification document
 - Proof of private address (not older than three months)
 - An extract of the business from the trade register (not older than 12 months)
- 4.2 In addition to the standard file, Flexado may request additional documentation to ensure compliance with applicable local laws and regulations or the requirements of the location where the customer is receiving the service.
- 4.3 The customer is required to disclose the UBO (ultimate beneficial owner) to Flexado and provide all relevant and legally required information and documentation.

Article 5 House rules

- 5.1 The "house rules" of Flexado's business partner apply at the location. House rules may vary per location and can be requested for each specific site. The house rules of the respective location form an integral part of the legal relationship between Flexado and the customer. The customer is required to strictly comply with the house rules at all times.

Article 6 Termination

- 6.1 If the agreement between Flexado and the customer ends, the customer is required to update their correspondence and/or registered business address with the trade register as soon as possible, but no later than three days after the termination of the agreement, ensuring that the address is no longer registered at any of Flexado's locations.
- 6.2 If the customer fails to comply with the above obligation in a timely manner, Flexado and the location are entitled to inform the trade register of the change in the customer's correspondence and/or registered business address. A fee of €65 (excluding VAT) will be charged to the customer for this service. This fee will be deducted from the security deposit or, if the deposit is insufficient, will be invoiced separately.
- 6.3 From the moment the agreement between Flexado and the customer has ended, any mail or packages received by the business partner will be returned to the sender. Flexado accepts no liability in this regard. The costs for returning mail or packages after the termination of the agreement will be charged to the customer and/or deducted from the security deposit.

Article 7 Relocation rights

- 7.1 If the business address or service office is no longer available for any reason, Flexado has the right to relocate the customer to a comparable location.
- 7.2 The customer shall fully cooperate with this relocation and, if requested, sign all necessary documents and provide full assistance.
- 7.3 Flexado has the right to terminate the agreement with a notice period of one month if the business center where the customer is registered ceases its operations, or with a shorter notice period if the location closes earlier.
- 7.4 Any costs arising from a relocation or closure of a business center shall be borne by the customer. Flexado is not liable for these costs.

Article 8 Archiving

- 8.1 If the customer has opted for the archiving of their mail items, the following conditions apply:
- Additional costs apply for retrieving archived mail items, which will be communicated in advance.
 - The retrieval costs depend on the requested delivery timeframe.
 - If the customer has not fulfilled their payment obligations to Flexado, Flexado is entitled to destroy the archived mail items after a minimum of six months. Any mail received after the termination of the agreement will be returned to the sender. Flexado accepts no liability in this regard.

Article 9 Scanning and uploading to portal

- 9.1 If the customer opts for scanning and forwarding of their mail items via email, the customer authorizes Flexado and/or the business partner to open their mail for this purpose.
- 9.2 The customer is responsible for providing a correct and valid email address.
- 9.3 Flexado uses an online portal, www.my.flexado.com, for scanning and forwarding documents. Any terms and conditions applicable to the portal also apply to this service.
- 9.4 Flexado is not liable for the scanning and delivery of mail items, including their content and processing method, within the scope of the liability limitations set out in Article 6 of Flexado's general terms and conditions.

Telecom services

Article 1 Services

1.1 The Client can purchase various telecom services from Flexado, as listed below.

Article 2 Applicability general conditions and specific conditions

2.1 Besides these specific conditions Telecom services, also the general conditions of Flexado, as well as the Nederland ICT Conditions are applicable, which are an integral part of the agreement(s) between Client and Flexado. The Nederland ICT conditions can be downloaded through www.flexado.com or they can be requested by e-mail through hello@flexado.com.

Article 3 Regional telephone number/fax number

3.1 The Customer can activate a regional and/or national telephone number via Flexado.

3.2 The phone and fax traffic takes place through VoIP, in conformity with the conditions and prices as they are specified on the website of Flexado. The telephone costs and specifications can be requested from Flexado by e-mail: hello@flexado.com.

3.3 The call charges and subscription costs are borne by the Client. The rates for the call charges and subscription costs can be changed intermediately by Flexado.

Article 4 Telephone answering service

4.1 Through Flexado, the Client can purchase a telephone answering service. The answering service is carried out by a professional partner of Flexado. The answering service takes place in accordance with the wishes of the Client, which are established by way of a separate arrangements list.

4.2 The conditions of the professional partner referred to in article 4.1 will be integrally applicable to the legal relationship between Flexado and the Client.

4.3 Flexado is at liberty for reasons it deems legitimate to replace the professional partner. In this case, the conditions of this substitute professional partner will be integrally applicable.

4.4 The charges for phone answering will be borne by the Client.

4.5 In case of telephone answering, incoming calls are answered standard, and the message will be confirmed to the client by e-mail. For this, an amount per conversation, in conformity with the agreement, will be charged in addition to the monthly rate. If incoming calls are answered and subsequently put through, additional costs are billed, such as call charges and one-off forwarding costs.

4.6 The number of incoming phone calls will be registered by Flexado and will be considered binding between parties.

4.7 Flexado will handle phone answering in a business-like manner. It accepts no liability whatsoever with regard to these calls.

Flexible workspaces and meeting rooms

Article 1 Definition

1.1 A flexible workstation is a workstation which consists of a desk and a chair which are offered through Flexado in a location at a Business partner of Flexado.

1.2 A meeting room is a conference room, a group area or other space offered through Flexado in a location at a Business partner of Flexado.

Article 2 Applicability general conditions and specific conditions

2.1 Besides these specific conditions flexible workstations and meeting rooms, also the general conditions of Flexado are applicable, which are an integral part of the agreement(s) concluded between Client and Flexado.

Article 3 Reservations

3.1 The Client can reserve a flexible workstation and/or meeting room on-line through www.flexado.com, by e-mail to backoffice@flexado.com, or telephonically through Flexado.

3.2 If the Client for whatever reason wishes to cancel the reservation, the Client must so inform Flexado in writing. The day on which Flexado has received this cancellation will be leading to determine the cancellation costs. The cancellation costs amount is 100% of the principal sum if the Customer does not cancel at least 1 working day before the date of reservation

3.3 The Client can use the flexible workstation or meeting room exclusively in accordance with the established times.

3.4 If the Client does not or does not completely use the reserved time, no refunds will be made.

3.5 If the Client wants to extend the reserved time, such is only possible if the area in case is still available. In that case, the additional time will be charged to the Client in accordance with the applicable rate.

3.6 If the area is not available, the Client will have to leave the area. If an alternative area is available, the Client will be able to reserve this area against the applicable rate.

Article 4 House rules

4.1 At every location where flexible workstation and/or meeting rooms can be reserved, house rules apply. Clients must observe these house rules. These house rules are imposed on the clients for reasons of health, safety, fire prevention, or the assuring of a good working environment. The Client must request the house rules at the relevant location.

Article 5 Services

5.1 If available, the Client can reserve various services at the flexible workstation and/or meeting room, such as coffee/tea, internet connection, etc. These services are operated by the Business partner of Flexado. Flexado will bill the costs of these services to the Client.

Article 6 Multiple persons

6.1 It is not permitted to meet with several persons at a single workstation consisting of a single desk and a single chair. In such case, a meeting room or a group area.

Article 7 Liability

7.1 The liability of Flexado is limited in accordance with the general conditions.

7.2 Flexado does not know whether all desks desk chairs and such at each Business partner of Flexado are compliant with the applicable legislation and regulation, including health & safety requirements. Flexado is not liable for any damage or injury resulting from this fact. The Client can inquire per location whether the furnishing is compliant with the health & safety requirements.

7.3 All costs resulting from the use of flexible workstations and/or meeting rooms pursuant to the applicable legislation and regulations are borne by the Client.

Article 8 Costs

8.1 Flexado reserves itself the right to bill any possible cleaning costs and repair costs as are required, as well as damage to facilities and accommodation, caused by the Client or by persons admitted by him, to the Client.