

## General Terms and Conditions FOR YOU

These general terms and conditions apply to contracts with the private limited companies OFY Breda B.V., OFY Utrecht Papendorp B.V., OFY Amsterdam OS B.V. (each hereinafter referred to as: **Offices For You**).

### Article 1 – Definitions

1. In these general terms and conditions, the following terms shall have the meanings set out below, unless expressly stated otherwise:
2. **Offer:** Any written offer made by the Lessor to the Tenant for the provision of services, to which these terms and conditions are inseparably linked.
3. **Company:** A natural or legal person acting in the exercise of a profession or business.
4. **Services:** The services offered by the Lessor consist of renting furnished office spaces, (flex) workstations, meeting rooms and parking spaces. The Lessor also offers additional services, including mail service, internet and printing service, and telephone service.
5. **Leased Premises:** The items rented by the Lessor at all five Locations include furnished (flex) workstations and meeting rooms, as well as use of the common area(s) available.
6. **Tenant:** The Company that enters into an Agreement (remotely) with the Lessor.
7. **Agreement:** The (remote) agreement relating to the lease of the Leased Premises, as well as the provision of additional services by Offices For You.
8. **Lessor:** The provider of the Leased Premises to the Tenant, hereinafter: Offices For You.
9. **Website:** <https://www.officesforyou.com>.
10. **Locations:** Offices For You has several locations, namely Amsterdam, Breda and Utrecht.

### Article 2 – Applicability

1. These general terms and conditions apply to every Offer made by Offices For You and to every Agreement between Offices For You and a Tenant.
2. Before an Agreement (remotely) is concluded, the Tenant shall be provided with these general terms and conditions. If this is not reasonably possible, Offices For You shall indicate to the Tenant how these terms and conditions may be reviewed, which in any event are published on the Offices For You website, so that the Tenant may easily store them on a durable data carrier.
3. Deviation from these general terms and conditions is not possible. In exceptional situations, these terms and conditions may be deviated from only if explicitly agreed in writing with Offices For You.
4. These general terms and conditions also apply to additional, amended and follow-up agreements with the Tenant.
5. If one or more provisions of these general terms and conditions are partially or wholly void or annulled, the remaining provisions shall remain in force and the void/annulled provision(s) shall be replaced by a provision having the same intent as the original provision.
6. Any ambiguities regarding the content, interpretation or situations not governed by these general terms and conditions shall be assessed and interpreted in accordance with the spirit of these general terms and conditions.
7. Where these general terms and conditions refer to “she/her”, this shall also be understood as a reference to “he/him/his”, insofar as applicable.

8. Where reference is made to Offices For You, Offices For You shall always act from the relevant location with which the Tenant has entered into an Agreement.

### **Article 3 – The Offer**

1. All offers made by Offices For You are without obligation, unless expressly stated otherwise in writing. If the Offer is limited or subject to specific conditions, this shall be expressly stated in the Offer. An Offer exists only once it has been recorded in writing.
2. The Offer made by Offices For You is without obligation. Offices For You shall only be bound by the Offer if the Tenant confirms acceptance in writing within 30 days and/or if the Tenant has already paid the amount due. Nevertheless, Offices For You reserves the right to refuse to enter into an Agreement with a prospective Tenant for a valid reason.
3. The Offer contains an accurate description of the services offered and the Leased Premises, including the applicable prices. The description is sufficiently detailed to enable the Tenant to properly assess the Offer. Obvious errors or mistakes in the Offer shall not bind Offices For You. Any images and specific data in the Offer are indicative only and cannot constitute grounds for any compensation or dissolution of the Agreement (remote). Offices For You cannot guarantee that colours shown in images correspond exactly to the actual colours of the Leased Premises.
4. Offers do not automatically apply to subsequent assignments.
5. Delivery times and deadlines stated in the Offer are indicative only and do not entitle the Tenant to terminate the Agreement or claim damages if exceeded, unless expressly agreed otherwise.

### **Article 4 – Conclusion of the Agreement**

1. The Agreement is concluded at the moment the Tenant accepts an Offer and/or Agreement of Offices For You by returning a signed copy (scanned or original) to Offices For You, or by giving explicit and unambiguous consent to the Offer via email, or by paying for the Leased Premises.
2. An Offer may be made by Offices For You via the Website, on the business premises of Offices For You, or outside Offices For You's business premises.
3. Offices For You has the right to revoke the (signed) Agreement within 5 working days after receiving the acceptance.
4. If the Tenant has accepted the Offer by entering into an Agreement with Offices For You, Offices For You shall confirm the Agreement in writing, or at least by email.
5. If the acceptance deviates from the Offer in minor respects, Offices For You shall not be bound by it.
6. Every agreement entered into with Offices For You or project awarded by the Tenant to Offices For You is concluded with the Company and not with an individual person affiliated with Offices For You.
7. The Tenant's right of withdrawal is excluded, unless otherwise agreed.
8. Offices For You is not bound by an Offer if the Tenant could reasonably have expected or should have understood that the Offer contained an obvious mistake or clerical error. No rights can be derived from such mistake or clerical error.

## **Article 5 – Duration of the Agreement**

1. The Agreement is entered into for a fixed term, unless the content, nature or intent of the Agreement implies that it has been entered into for an indefinite period.
2. Both the Tenant and Offices For You may terminate the Agreement on the basis of an attributable failure in performance if the other party has been given written notice of default and a reasonable period to fulfil its obligations, and still fails to perform correctly. This also includes the Tenant's payment and cooperation obligations and any negative outcome from an investigation under the Dutch Anti-Money Laundering and Anti-Terrorist Financing Act (Wwft).
3. Termination of the Agreement does not affect the Tenant's payment obligations insofar as Offices For You has already performed work or provided services at the time of termination. The Tenant must pay the agreed fee.
4. Offices For You may terminate the Agreement with the Tenant with immediate effect if the lease agreement between Offices For You and the owner of the building in which the office spaces/workstations and meeting rooms are located is terminated.
5. If Offices For You assigns another office space to the Tenant that is equivalent to the originally leased space, this does not constitute grounds for the Tenant to terminate the Agreement.
6. Both the Tenant and Offices For You may terminate the Agreement in whole or in part in writing with immediate effect, without further notice of default, if either party is granted suspension of payments, bankruptcy is filed, or the relevant business is discontinued through liquidation. In such circumstances, Offices For You shall never be obliged to refund amounts already received and/or pay compensation.

## **Article 6 – Performance of the Agreement**

1. Offices For You shall perform the Agreement to the best of its knowledge and ability.
2. The Agreement on the basis of which Offices For You provides the Services is decisive for the scope and extent of the services. The Agreement shall be performed exclusively for the benefit of the Tenant. No third party may derive rights from the content of the Services performed under the Agreement.
3. The information and data provided by the Tenant form the basis for the Services offered and the pricing. Offices For You is entitled to adjust its services and pricing if the information provided proves to be incorrect and/or incomplete. If the Tenant's (company) details change, the Tenant must inform Offices For You as soon as possible.
4. The performance of the Services is based on the information provided by the Tenant. If information must be amended, this may affect any agreed schedule. Offices For You is never liable for adjustments to the schedule. If the start, progress or completion of the Services is delayed due to the Tenant failing to provide all requested information on time or in the desired format, failing to cooperate sufficiently, failing to pay an advance on time, or due to other circumstances at the Tenant's expense and risk, Offices For You is entitled to a reasonable extension of the delivery/completion period. All damage and additional costs arising from such delay shall be borne by the Tenant.
5. If and insofar as proper performance of the Agreement requires it, Offices For You is entitled to have certain work performed by third parties at its discretion.
6. Before proceeding with performance of the Agreement, Offices For You may require security from the Tenant in the form of a deposit or advance payment.

7. Offices For You is not liable for damage of any kind arising from Offices For You having relied on incorrect and/or incomplete information provided by the Tenant, unless such incorrectness or incompleteness was known to Offices For You.
8. The Tenant indemnifies Offices For You against any third-party claims relating to damage suffered in connection with performance of the Agreement attributable to the Tenant.
9. Office Tenant has 24/7 access and receives keys/tags/codes and the ability to arm/disarm the alarm. Business Offices customers have access only during office hours (09:00–17:00), Monday to Friday, unless agreed otherwise.
10. The Tenant may park vehicles and/or trailers only with prior written permission from Offices For You, within designated parking spaces/areas. In case of incorrect parking or blocking (emergency) exits and/or access roads, a towing policy applies. Towing costs are borne by the Tenant.

## **Article 7 – Reservation of Meeting Room**

1. The Tenant may reserve a meeting room via the Website or by telephone.
2. Offices For You shall confirm the reservation by email.
3. If the Tenant cancels the reservation 48 hours or less before the start date, 100% of the reduced rate will be charged.
4. If reservation via the Website is not possible due to unavailability, the Tenant may contact Offices For You by telephone or email to place a reservation.
5. The Tenant must use the meeting room itself and conduct its business as a good tenant.
6. The Tenant must ensure that neither it nor its employees nor third parties working for it and/or present in the meeting room with its permission cause nuisance.
7. No items or objects may be placed in the meeting room. The Tenant is liable for damage to the meeting room caused by its actions or otherwise attributable to it.
8. In deviation from the previous paragraph, Offices For You allows items necessary for conducting business activities such as laptops, stationery and other office supplies. Leaving personal belongings is at the Tenant's expense and risk. Offices For You is not liable for theft or damage of personal belongings.
9. The Tenant is not permitted to make changes to or in the meeting room. The placement of (external) advertising is considered a change and is therefore prohibited.
10. After the reservation period, the Tenant must return the meeting room to Offices For You in the condition it was in at the start of the reservation.

## **Article 8 – Mail Service**

1. The Tenant may use the mail service. This means that the Tenant may free of charge use a publicly accessible mail sack in which letters and mail items may be deposited, which is collected once per day by a mail and/or parcel service. Collection times differ per location.
2. Offices For You shall never be regarded as a postal service provider.
3. Use of the mail service is entirely at the Tenant's own expense and risk. By using the mail service, the Tenant expressly accepts the risk that mail and/or parcels may be lost, not arrive (in time), and/or may be damaged.

4. The mail service does not include a secured location where mail and/or parcels can be stored safely. Offices For You is never responsible for safe storage of such items. The Tenant is at all times free to use an official postal service provider.

## **Article 9 – Telephone Service**

1. As part of its services, Offices For You may offer customer contact and appointment scheduling. If it is agreed that Offices For You will manage the Tenant's calendar, the Tenant must provide full cooperation and all necessary information at the first request of Offices For You, unless otherwise agreed.
2. The scope of services is limited to what is explicitly agreed between the parties. Parties shall make clear agreements regarding communication. The Tenant provides guidelines which Offices For You shall follow as far as possible, including but not limited to response times, a contact person, contact moments and more.
3. The nature of the services implies that results depend on various external factors which may influence outcomes, such as the quality and availability of software or third-party services required for performance, including Google. These provisions do not entitle the Tenant to terminate the Agreement or claim compensation.
4. The Tenant remains fully and finally responsible for contact with its customers. Offices For You acts solely as an intermediary and never represents the Tenant's business.

## **Article 10 – Catering**

1. Offices For You may, if instructed, provide catering (breakfast, lunch and dinner) for the Tenant and its employees or any third parties.
2. The Tenant must provide the number of persons in time prior to catering.
3. The Tenant must read and follow any warnings, instructions, product and/or user instructions from Offices For You when using the delivered catering. Offices For You is not liable for damage arising from failure to follow such instructions.
4. The Tenant must check the products for content and ingredients in relation to possible allergies. Offices For You is neither responsible nor liable for damage resulting from dietary restrictions.
5. Food safety and hygiene (HACCP) guidelines apply when delivering catering. The general terms and conditions of the relevant hospitality business providing the catering apply to the actual provision of catering.

## **Article 11 – House Rules and Tenant Obligations**

1. Before the start of the Agreement, the Tenant and Offices For You shall view the office. The Tenant agrees that the office is in good condition at the start of the Agreement.
2. The Tenant must use the Leased Premises solely for office purposes.

3. The Tenant has independent responsibility for the management and use of the items delivered by Offices For You.
4. Subletting is prohibited unless the Tenant has explicit written permission from Offices For You.
5. In case of subletting, the Tenant remains liable in the same manner as agreed for its own use under these terms and conditions for the use by such third party.
6. The Tenant must use the Leased Premises in such a way that no law, local ordinance or other government regulation is violated, and that no risk arises that any government permit or exemption will or may be revoked. The Tenant shall also comply with requirements set by utilities and other suppliers of gas, water and electricity and/or transport and/or measurement thereof.
7. The Tenant must use the Leased Premises in such a way that neither the Tenant nor its use of the Leased Premises causes nuisance or disturbance in any form to Offices For You, neighbours or the surrounding area.
8. The Tenant is prohibited from changing the layout or appearance of the Leased Premises in whole or in part or adding anything to it without prior written permission from Offices For You. Offices For You shall only be required to cooperate if changes are necessary for efficient use. Offices For You may impose conditions, including a rent increase if the changes justify this.
9. Any changes and additions made or adopted by the Tenant do not form part of the Leased Premises and must be removed or undone by or before the end of the Agreement, unless otherwise agreed in writing by Offices For You.
10. The Tenant must make the Leased Premises available clean after the rental period and deliver it in accordance with the Agreement.
11. The Tenant has no claim to any compensation due to unjust enrichment of Offices For You or any third party in connection with changes/additions made or adopted by the Tenant that are not removed after the end of the Agreement, unless explicitly agreed otherwise in writing.
12. The Tenant must provide all information requested by Offices For You, including relevant attachments and associated information and data, in time and/or before the start of the rental period and in the desired format for proper performance of the Agreement. Failure may result in Offices For You being unable to fully perform the Agreement. The consequences are at the Tenant's risk.
13. Offices For You is not obliged to verify accuracy and/or completeness of information provided, or to update the Tenant if information changes, nor responsible for the correctness/completeness of information compiled for third parties as part of the Agreement.
14. Offices For You may request additional information if necessary. If not provided, Offices For You may suspend performance until the information is received, without being liable for any compensation. In case of changed circumstances, the Tenant must notify Offices For You immediately, or at the latest within 3 working days after becoming aware of the change.
15. The Tenant is not permitted to hang (advertising) signs on the office door or otherwise visibly outside or inside the office.
16. The Tenant must insure and keep insured its property, employees and any third parties visiting the Tenant during the term of the Agreement.
17. The Tenant must comply with Offices For You's house rules. Violation may lead to termination of the Agreement and denial of access to the Leased Premises.

## **Article 12 – Lessor Obligations**

1. Offices For You shall perform the Agreement to the best of its knowledge and ability and is obliged to make the Leased Premises available to the Tenant insofar as necessary for the agreed use.

2. Offices For You shall deliver the Leased Premises in a good state of maintenance and free from defects perceptible by an expert, except where and/or insofar as maintenance defects or other defects are stated.
3. If and insofar as proper performance requires it, Offices For You may have work performed by third parties at its discretion.
4. Within the Leased Premises, Offices For You is responsible for electricity, water, heating, a stable internet connection and regular cleaning.

### **Article 13 – Additional Work and Amendments**

1. If during performance it appears that the Agreement must be amended or additional work is necessary at the request of the Tenant to achieve the desired result, the Tenant must compensate such additional work according to the agreed rate. Offices For You is not obliged to comply and may require a separate Agreement and/or refer the Tenant to a competent third party.
2. If the additional work is the result of negligence by Offices For You, an incorrect estimate, or work that could reasonably have been foreseen, such costs shall not be charged to the Tenant.
3. If a fixed price has been agreed for the Services, Offices For You shall inform the Tenant of additional costs/financial consequences of extra work.
4. If a fixed price is agreed and performance results in additional work not reasonably included in the fixed price, or the price must be increased due to incorrect Tenant information relevant to pricing (unless Offices For You should have discovered this before setting the price), Offices For You may charge these costs after consultation with the Tenant.

### **Article 14 – Maintenance**

1. During the rental period, Offices For You shall, at the Tenant's request, perform agreed maintenance and repair work on the Leased Premises.
2. If defects are found during maintenance that are at the expense of Offices For You, these will be repaired free of charge. If repair is not possible, Offices For You may replace the Leased Premises.
3. Maintenance and repair work shall only be performed by Offices For You or a third party appointed by Offices For You. The Tenant remains responsible for proper and careful use of the Leased Premises and must refrain from careless or improper use, making changes without permission, using the Leased Premises for unintended purposes, exposing it to abnormal conditions or acting contrary to Offices For You's instructions.
4. Costs of (minor) daily maintenance are at the Tenant's expense. Minor daily maintenance includes keeping the workstation/meeting room(s) clean and ensuring that the office space and furnishings are not damaged or altered.
5. Offices For You is not required to maintain, repair or preserve changes/additions made or adopted by the Tenant.

## **Article 15 – Defects**

1. Offices For You warrants that the Leased Premises comply with the Agreement concluded between the parties.
2. Offices For You is obliged to remedy defects at the Tenant's request unless impossible or the costs cannot reasonably be demanded of Offices For You.
3. Any damage or loss must be reported to Offices For You immediately, and in any event within 24 hours. If agreed, Offices For You will handle further settlement and/or repair. The Tenant must follow Offices For You's instructions.
4. The Tenant is liable for and indemnifies Offices For You against the following costs and damages:
  - a. Damage due to loss of the Leased Premises and/or related documents;
  - b. Damage not reimbursed by the Tenant's insurer for any reason;
  - c. Damage due to careless conduct by the Tenant.
5. Defects in changes/additions made or adopted by the Tenant and resulting defects of the Leased Premises and harmful consequences for the Leased Premises, Offices For You or third parties are not regarded as defects within the meaning of Article 7:204 of the Dutch Civil Code and give the Tenant no claim against Offices For You. The Tenant is liable and shall indemnify Offices For You against any third-party claims.
6. Hidden defects (defects not discovered and that could not reasonably have been discovered by careful inspection) must be reported in writing to Offices For You immediately after discovery.

## **Article 16 – Prices**

1. During the validity of the Offer, prices shall not be increased, except in the case of changes in VAT rates.
2. Prices stated in the Offer are excluding VAT, unless agreed otherwise.
3. The Tenant must fully reimburse costs of third parties engaged by Offices For You with Tenant approval, unless expressly agreed otherwise.
4. Prices stated in the Offer are based on cost factors applicable at the time of concluding the Agreement, such as import/export duties, freight/loading/unloading costs, insurance and any levies and taxes.
5. Parties may agree that the Tenant must pay an advance. If agreed, the advance must be paid before performance begins.
6. Offices For You is entitled to increase prices and rates annually in line with applicable inflation rates. Other price changes during the term are only possible if expressly included in the Agreement.

## **Article 17 – Payment and Collection Policy**

1. Payment should preferably be made in advance in the currency invoiced via the indicated method, unless agreed otherwise.
2. The Tenant may not derive rights or expectations from a prior estimate unless expressly agreed otherwise.



3. The Tenant must pay the full amount in one instalment to the account details provided by Offices For You. Another payment term may only be agreed with explicit written permission from Offices For You.
4. If a periodic payment obligation applies, Offices For You may adjust prices and rates in writing subject to three months' notice.
5. In case of death, bankruptcy, attachment or suspension of payments of the Tenant, claims of Offices For You become immediately due and payable, and the Tenant or heirs must immediately return the Leased Premises to Offices For You.
6. Offices For You may allocate payments first to costs, then to accrued interest, and finally to principal and ongoing interest. Offices For You may refuse payment proposals if the Tenant specifies another allocation order. Offices For You may refuse full repayment of principal if accrued and ongoing interest and costs are not paid.
7. If the Tenant fails to pay within the term set, the Tenant shall first receive a written reminder granting 14 days after the reminder date to pay, including notice of extrajudicial costs if the Tenant fails within that term, before being in default.
8. From the date of default, Offices For You shall be entitled without further notice to statutory interest from the first day of default until full payment, and reimbursement of extrajudicial costs pursuant to Article 6:96 of the Dutch Civil Code, calculated according to the scale in the Decree on Compensation for Extrajudicial Collection Costs of 1 July 2012.
9. If Offices For You incurs more or higher costs reasonably necessary, these costs are eligible for reimbursement. Court and enforcement costs are also at the Tenant's expense.

## **Article 18 – Warranty**

Offices For You warrants that the Leased Premises comply with the Agreement, the specifications stated in the Offer, fitness for use and/or soundness, and statutory rules/regulations at the time the Agreement is concluded.

## **Article 19 – Privacy, Data Processing and Security**

1. Offices For You handles the Tenant's (personal) data with due care and uses it only in accordance with applicable standards. Upon request, Offices For You will inform the data subject accordingly. Questions regarding personal data processing and further information may be submitted by email to Offices For You.
2. The Tenant is responsible for processing data processed using a service of Offices For You. The Tenant also warrants that the data content is lawful and does not infringe third-party rights. The Tenant indemnifies Offices For You against any (legal) claim related to such data or performance of the Agreement.
3. If Offices For You must provide information security pursuant to the Agreement, such security shall meet agreed specifications and a level of security that is not unreasonable given the state of the art, sensitivity of data and related costs.
4. The Tenant acknowledges and agrees that Offices For You uses 24/7 CCTV surveillance. Images are recorded for security of the Tenant and Offices For You and to prevent theft. The Tenant is recorded in all public areas of Offices For You. If the Tenant does not wish to be recorded, they cannot use the Leased Premises. Offices For You shall never owe any compensation due to recording. The Tenant is

also aware that if house rules and/or laws/regulations are violated, footage may be provided to police. Footage is retained no longer than strictly necessary, but a maximum of 28 days. In case of an incident, Offices For You may retain footage longer until the incident is resolved.

## **Article 20 – Suspension and Termination**

1. Offices For You may suspend performance of obligations or terminate the Agreement if the Tenant fails to fulfil (payment) obligations under the Agreement in whole or in part.
2. Offices For You may also terminate the Agreement (insofar as not yet performed) without court intervention if the Tenant fails to fulfil obligations under any Agreement with Offices For You properly or timely. Offices For You is not liable for damages resulting from suspension.
3. Offices For You may terminate the Agreement without prior notice of default if circumstances arise that render performance impossible or no longer reasonable under standards of reasonableness and fairness, or if continuation of the Agreement unchanged cannot reasonably be expected.
4. Upon termination, all claims of Offices For You against the Tenant become immediately due. Where Offices For You suspends performance, it retains rights under law and the Agreement.
5. Upon expiration of the rental period, the Tenant immediately loses the right to use the Leased Premises.
6. Offices For You is entitled to reclaim all property when the Agreement is terminated.
7. Offices For You retains the right to claim damages.

## **Article 21 – Limitation of Liability**

1. In case of attributable failure by Offices For You, Offices For You shall only be obliged to pay compensation if the Tenant has given written notice of default within 14 days of discovering the failure, and Offices For You has not remedied the failure within a reasonable period. The notice of default must be submitted in writing and contain a sufficiently accurate description/substantiation of the failure so Offices For You can respond adequately.
2. The Tenant is liable for all damage to the Leased Premises unless the Tenant proves that neither it nor persons for whom it is responsible (including staff) are at fault for the damage.
3. Offices For You is not liable for damage resulting from use of the Leased Premises.
4. Offices For You is not liable for damage suffered by the Tenant due to failure to make the Leased Premises available on time, unless delayed availability is due to intent or gross negligence of Offices For You.
5. Offices For You is never liable for improper use of the Leased Premises beyond its control during the rental period by the Tenant. The Tenant must comply with proper use of the Leased Premises.
6. If damage occurs during the rental period, the Tenant must compensate all damage if it is not covered by warranty and/or Offices For You cannot repair it free of charge.
7. If the Tenant unlawfully retains the Leased Premises after the end of the Agreement, Offices For You may claim compensation based on the rental price for the period it is deprived of the Leased Premises.
8. If performance of the Agreement leads to liability of Offices For You, such liability is limited to the total amount invoiced under the Agreement, and only in respect of the Tenant's direct damage, unless the damage is caused by intent or fault on the part of Offices For You. Direct damage includes

reasonable costs incurred to limit or prevent direct damage, establish cause, determine liability and manner of repair. Liability is in any event limited to the amount paid out by the insurer per claim per year.

9. Offices For You is not liable for consequential damages, indirect damages, business damage, loss of profit and/or loss suffered, missed savings, damage due to business interruption, capital losses, delay damages, interest damages or non-material damages.
10. Offices For You is not liable for damage resulting from any act or omission based on (incomplete and/or incorrect) information on the website(s) or linked websites.
11. Offices For You is not responsible for errors and/or irregularities in website functionality and is not liable for website outages or unavailability. Offices For You does not guarantee correct and complete transmission of the content of emails sent by/on behalf of Offices For You, nor timely receipt thereof.
12. The Tenant indemnifies Offices For You against all third-party claims resulting from a defect in a service delivered by the Tenant to a third party which partly consisted of Services delivered by Offices For You, unless the Tenant can demonstrate that the damage was solely caused by Offices For You's Services.
13. Any advice delivered by Offices For You based on incomplete and/or incorrect Tenant information shall never constitute grounds for liability of Offices For You.
14. The advice delivered by Offices For You is not binding and is advisory only. The Tenant decides independently and at its own responsibility whether to follow the advice. All consequences of following the advice are at the Tenant's risk. The Tenant remains free to make its own choices deviating from the delivered advice. Offices For You is not obliged to provide any restitution in such case.
15. If and insofar as the Tenant provides login credentials of its account or other credentials, this is at the Tenant's own expense and risk.
16. If a third party is engaged by or on behalf of the Tenant, Offices For You is never liable for actions and advice of such third party, nor for processing results of such advice in Offices For You's own advice.
17. «**CompanyShortName**» is not liable for damage as a result of loss or damage of mail items and/or parcels. Submitting mail items is entirely at the Tenant's own expense and risk.
18. Any claims of the Tenant due to failure by Offices For You lapse if not submitted in writing with reasons within one year after the Tenant became aware or could reasonably have become aware of the facts on which the claim is based. All claims lapse in any event one year after the end of the Agreement.

## Article 22 – Confidentiality

1. Offices For You and the Tenant shall keep confidential all confidential information obtained under the Agreement. Confidentiality arises from the Agreement and is also assumed if one may reasonably expect the information to be confidential. Confidentiality does not apply if the information is already public/common knowledge, not confidential, and/or was not disclosed to Offices For You by the Tenant during the Agreement and/or was obtained by Offices For You in another way.
2. If Offices For You is obliged by law or court ruling to provide confidential information to a legally designated third party, and cannot invoke a privilege, Offices For You shall not be liable for compensation and the Tenant cannot terminate the Agreement on such grounds.

## **Article 23 – Indemnification and Accuracy of Information**

1. The Tenant is responsible for the accuracy, reliability and completeness of all data, information, documents and/or records, in any form, provided to Offices For You under an Agreement, as well as data obtained from third parties and provided to Offices For You for performance of the Agreement.
2. The Tenant indemnifies Offices For You against any liability arising from failure or delay in providing all correct, reliable and complete data, information, documents and/or records.
3. The Tenant indemnifies Offices For You against all claims by the Tenant and third parties engaged by it or working under it, as well as customers of the Tenant, based on failure to obtain necessary permissions/consents required for performance of the Agreement.

## **Article 24 – Force Majeure**

1. Offices For You is not liable if, due to force majeure, it cannot fulfil its obligations under the Agreement, nor can it be obliged to perform any obligation if hindered by circumstances not attributable to its fault and not for its account under law, legal act or generally accepted views.
2. Force majeure includes, but is not limited to, (i) force majeure of suppliers, (ii) failure of suppliers prescribed or recommended by the Tenant, (iii) defects in goods, equipment, software or materials of third parties, (iv) government measures, (v) power outages, (vi) disruptions of internet, data network or telecom facilities (e.g. cybercrime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x) strikes within Offices For You, and (xi) other situations beyond Offices For You's control preventing fulfilment temporarily or permanently.
3. Offices For You may invoke force majeure if the circumstance preventing further performance arises after Offices For You should have performed.
4. Parties may suspend obligations during force majeure. If this lasts longer than two months, either party may terminate the Agreement without liability for compensation.
5. If Offices For You has partially performed or can still perform part of its obligations at the time force majeure occurs and such part has independent value, Offices For You may invoice that part separately. The Tenant must pay as if it were a separate Agreement.

## **Article 25 – Complaints**

1. If the Tenant is dissatisfied with the Leased Premises and/or has complaints about performance of the Agreement, the Tenant must report such complaints as soon as possible, but no later than 14 calendar days after the event giving rise to the complaint. Complaints may be submitted via [hello@officesforyou.com](mailto:hello@officesforyou.com) with the subject "Complaint".
2. The complaint must be sufficiently substantiated and/or explained for Offices For You to process it.
3. Offices For You shall respond substantively as soon as possible, but no later than 7 calendar days after receiving the complaint.
4. Parties shall attempt to find a solution jointly.

## **Article 26 – Applicable Law**

1. Dutch law applies to every Agreement between Offices For You and the Tenant. The applicability of the CISG (Vienna Sales Convention) is expressly excluded.
2. Offices For You has the right to amend these general terms and conditions and shall inform the Tenant accordingly.
3. In the event of translations of these general terms and conditions, the Dutch version shall prevail.
4. In case of interpretation, the Dutch text is always decisive. Offices For You has the right to unilaterally amend these general terms and conditions.
5. Any disputes arising from or in connection with the Agreement between Offices For You and the Tenant shall be settled by the competent court in Midden-Nederland, location Lelystad, unless mandatory law designates another competent court.