

## CHANGE= PRO MEMBERSHIP TERMS & CONDITIONS

### 1. Scope

- 1.1 These terms and conditions apply to all Change= Pro Membership agreements between Change= Pro B.V established in Amsterdam, the Netherlands (hereinafter: "Change= Pro"), and the members, being those persons making use of the Change= Pro Membership (hereinafter: "the Member"). The validity of any (general) terms and conditions set by the Member is precluded.
- 1.2 The Change= Pro Membership relates to the use of the Change= Pro Business Club Lounge, which consists of the fully furnished open lobby on the ground floor of Change= Pro (hereinafter: "Lounge"), the use of meeting rooms, the Auditorium and offices, but excluding other Change= Pro services, as set out in the agreement between Change= Pro and the Member (hereinafter: 'the Agreement') of which these terms and conditions (hereinafter: 'the Terms and Conditions') are an integral part.
- 1.3 Should the rental agreement and the membership terms and conditions contradict the rental agreement will prevail.

### 2. Change= Pro Membership – Use of Change= Pro Lounge

- 2.1 As a Member, you have access to the Lounge of the current branches of Change= Pro from Monday to Thursday between 7.30 am and 22.00 pm, on Fridays between 07.30 am and 23.00 pm and on Saturday from 10.00 am to 22.00 pm. Change= Pro is closed on Sundays. Exceptions and / or alterations may be made by Change= Pro. If requested opening times for meetings may be adjusted.
- 2.2 The Lounge may only be used for office purposes for the operation of the business by the Member concerned as set out in the Agreement. The Member is permitted to invite his/her clients and/or business contacts into the Lounge. These visitors will be signed in by the Member in advance at the reception of Change= Pro. There is a maximum of three guests per visit and a maximum of four hours per guest per visit.
- 2.3 As a Member you are not entitled to a permanent place or workstation in the Lounge.
- 2.4 Change= Pro is entitled at any time to reserve (parts of) the Lounge for its own use, and also to inform Members which workstations are available for use at a certain moment.
- 2.5 Change= Pro is closed on certain public holidays. The up-to-date dates are available at the reception.

### 3. Change= Pro services included in the membership fee

- 3.1 In the Lounge, all Members are entitled to unlimited free use of wireless internet up to a maximum rate of 200 Mbit/s. Change= Pro does not provide support with (technical) issues regarding internet use and does not guarantee that the access to wireless internet will be uninterrupted or free of malfunction at all times. The Member must take any security measures that he or she considers necessary, such as encryption. Change= Pro is not liable for any damage arising from the use of the Change= Pro wireless internet by the Member and/or guests of the Member, in the broadest sense.
- 3.2 In the Lounge, The Change= Pro Bar is open during office hours, where Members can, purchase beverages, snacks, rolls etc. on account or be paid directly. The account is strictly personal, and the expenditure is collected by Change= Pro via direct debit once per month, solely for Gold and Platinum Member. Ivory and Silver member will pay any expenditure direct. Bringing food and drinks from outside Change= Pro and consuming them in the Lounge, meeting rooms or Auditorium is prohibited.
- 3.3 Members may make use of the Change= Pro printer via the reception. The costs incurred are billed through the monthly invoice or should be paid directly.

### 4. Additional Change= Pro Services

- 4.1 Change= Pro offers the following Change= Pro services at a charge:
  - a) Mail subscription
  - b) Use of Business Club meeting rooms
  - c) Use of Auditorium
- 4.2 a) Mail subscription  
When a mail subscription is created by ticking the 'Mail subscription' option in the Agreement, the office address of Change= Pro may be used as a correspondence and business address. Only one mail subscription per company name/company may be created. The monthly fee that is due is collected through direct debit by Change= Pro. The mail can be picked up during office hours at the reception of the relevant location. A separate fee applies to every additional company.
- 4.3 b) Meeting rooms  
Members can reserve meeting rooms in the Change= Pro Business Club on the same day if available. An option can also be taken longer in advance, in which case Change= Pro is entitled, by mutual consent, to cancel the option or to move it to a different meeting room at any time. Meeting rooms can be booked through all Change= PRO communication channels or at the reception.

- 4.4 c) Auditorium
- 4.5 Members can reserve the Auditorium on the same day if available. An option can also be taken longer in advance, in which case Change= Pro is entitled, by mutual consent, to cancel the option. The Auditorium rooms can be booked through all Change= PRO communication channels or at the reception
- 4.6 The additional service under a. is purchased for an indefinite period and may be cancelled at any time taking into account a one-month notice period.
- 4.7 The additional services under b. and c. are invoiced on an hourly or day rate basis.
- 4.8 Each membership package includes or may encompass specific packaged or tailored services. These specifics or additional services may be included in the membership fee or can be added to the monthly fee. For Platinum Members specifics are detailed in the membership agreement,
- 4.9 Change= Pro is entitled to change services and pricing giving fair notice to its members.
- 5. Change= Pro services in general**
- 5.1 During office hours, Change= Pro services as stated in articles 3 and 4 of these Terms and Conditions will be provided where available. Change= Pro will endeavor to supply the required service as quickly as possible but is not liable for any damage arising from the (temporary) unavailability of one or more of the Change= Pro services.
- 5.2 Change= Pro does not guarantee that the provision of Change= Pro services will be uninterrupted or free of malfunction at all times and accepts no liability for this.
- 5.3 Neither is Change= Pro liable for any other damage suffered by a Member as a result of the use of the service, such as but not limited to damage through theft, damage and/or loss.
- 6. Use of the Member's trading name**
- 6.1 The Member's business may only be operated under its own name or another name agreed by Change= Pro and the Member. At the request and cost of the Member, Change= Pro will add this name where possible to the Change= Pro database, with a maximum of two trading names per member. Additional trade names cost € 15 excluding VAT per name per month.
- 6.2 Placing (advertising) signs on the door and/or façade of the Change= Pro location or at any other visible location within or outside the Change= Pro office building is not permitted, unless specifically accepted and agreed upon by Change= Pro.
- 6.3 The Change= Pro name may not be used in any way by a Member or be associated with the business of a Member without the explicit written consent of Change= Pro.
- 7. Other Member's entitlements and obligations**
- 7.1 The Member will in no way cause damage to the Lounge, Meeting Rooms, Auditorium and/or its furnishings and/or any other parts of the building in which Change= Pro is situated. The member is liable for any damage caused by the Member or those present in any of the Change= Pro rooms at the invitation of the Member.
- 7.2 Bringing furniture, office equipment, cables, IT or telecommunication equipment and connections into the Lounge is prohibited without the prior written consent of Change= Pro.
- 7.3 The Member will take notice of the Change= Pro House Rules applicable to the Membership. These House Rules are available at all times from the reception of Change= Pro. The Member will also alert all those present on his invitation to the House Rules and is fully responsible for the guests' compliance with them.
- 7.4 The Member will comply with all laws and regulations which apply to him/her and his/her business operation. The Member will use the Lounge and/or other Change= Pro rooms in Change= Pro in accordance with the House Rules and without impeding others. The Member also guarantees that his/her guests will also comply with the aforementioned.
- 7.5 If the member has also entered a Rental Agreement, the Member will provide adequate (professional or company) third-party insurance for the duration of the Rental Agreement.
- 8. Other entitlements and obligations of Change= Pro**
- 8.1 Change= Pro is entitled at any time to have inspections, tests, repairs, other routine tasks, cleaning or maintenance carried out in the Lounge, Meeting rooms or Auditorium, and the rest of the Change= Pro buildings.
- 8.2 Change= Pro will all the time practice confidentiality regarding the business operation of the Member, as far as this is known to Change= Pro.
- 8.3 If, for any reason, Change= Pro and/or the Lounge, Meetings Rooms and/or Auditorium, are inaccessible on commencement of the Agreement, Change= Pro is not liable nor may Change= Pro be held liable for this. However, in this case the Member is entitled to terminate the Agreement with immediate effect without being held liable for damage. If the Member does not terminate the Agreement with immediate effect, the obligations of the two parties are suspended until Change= Pro and/or the Lounge, Meetings Rooms and/or are once more accessible.

8.4 Change= Pro is entitled to suspend the provision of Change= Pro services (including access to the Lounge, Meeting Rooms and Auditorium) in the case of circumstances beyond one's control, in which case payment of the due fee by the Member will be suspended without entitling either party to claim damages.

## 9. Privacy

- 9.1 Change= Pro is entitled to process the personal data of the Member insofar as is necessary to the execution of the Agreement and any other statutory obligations.
- 9.2 Without the express written consent of the Member, Change= Pro will not provide personal data to third parties unless required by law.

## 10. Payment

- 10.1 The Membership fee including (Dutch) VAT is to be paid monthly through direct debit for the following month, unless agreed otherwise. Collection takes place on or around the first day of each calendar month.
- 10.2 For every direct debit reversal, an administrative charge of € 15 will be applied. In the case of these consecutive reversals, Change= Pro is entitled to terminate the Membership and or Rental Agreement immediately, without being liable for damages. Enquiries concerning the invoiced amounts do not suspend the Member's payment obligation.
- 10.3 Before the Member is granted access to the Lounge, the Member must pay a deposit, to be paid into the Change= Pro bank account. If the Member fails to (timely) comply with any obligation in these terms and / or the rental Agreement, Change= Pro is entitled to draw on the deposit. The Member will supplement the deposit up to the original amount at the first written request of Change= Pro. Change= Pro does not owe the Member any interest fee on this deposit. The deposit may be increased if:
- Outstanding payments exceed the amount of the deposit;
  - Payments are not made on time repeatedly.
- The deposit or the remainder thereof will be repaid as soon as the Member has fulfilled all outstanding payments to Change= Pro following the termination of the Agreement.
- 10.4 The fee for Membership may be raised by Change= Pro giving three-month notice. Furthermore, the membership may be adjusted additionally on an annual basis by a percentage equivalent to the annual increase of the (Dutch) Consumer Price Index 'employees low' (2006=100), as published by Statistics Netherlands (CBS).
- 10.5 All amounts are excluding 21% VAT unless stated otherwise.
- 10.6 All bills and / or invoices need to be settled before termination of membership. The membership cannot be terminated if bills and / or invoices have not been settled.

## 11. Duration of Change= Pro Membership Agreement; (premature) termination

- 11.1 The membership has been agreed upon for a one-month term, with a notice period of one month per end of the upcoming month. On the expiration date this agreement will be automatically extended with the same period unless one of the parties has terminated the membership in writing at the end of the prevailing contract period, with due observance of the applicable notice period.
- 11.2 If the rental agreement between Change= Pro and the owner/operator of the building in which Change= Pro is situated ends, the membership with the Member terminates simultaneously and automatically, without Change= Pro becoming liable for damage.
- 11.3 Change= Pro is entitled to terminate the membership with immediate effect, without judicial intervention and without further proof of default, if the Member:
- Does not pay the sums owed within the set term;
  - Fails to observe any other obligations in the Agreement and or these Terms and Conditions, and does not utilize PRO facilities in accordance with the House Rules, or uses it in any other unacceptable way, entirely at the discretion of Change= Pro;
  - Suspends his/her operations in full or to a significant extent;
  - Requests and/or obtains suspension of payment, is declared bankrupt or goes into liquidation;
  - Dies;
- This without prejudice to the right of Change= Pro to claim compensation for damage, costs and interest and without prejudice to everything else stated in this Agreement and these Terms and Conditions.
- 11.4 If Change= Pro terminates the membership on the grounds of art. 11.3, the Member must nevertheless still comply with the following conditions and obligations:
- Payment for any additional Change= Pro services used;
  - Payment of compensation for the remaining term of the membership if this was not terminated by Change= Pro or (if longer) for a period of three months; and
  - The Member exempts Change= Pro from any costs and losses and claims from third parties resulting from the immediate termination.

11.5 Change= Pro is furthermore entitled to terminate the membership with immediate effect, through a sole written notice, if Change= Pro is for any reason unable to provide access to the Lounge, Meeting Rooms and / or the Auditorium. In that case, the Member is obliged to immediately satisfy the agreed fee including the fees for additional Change= Pro services up to the day that the Membership terminates/is terminated.

## **12. Liability of the Member and exemption**

- 12.1 Without prejudice to his/her liability on the grounds of the law, the Member is liable for any damage arising from the unauthorized use of the Lounge, meeting Rooms and Auditorium and/or the Change= Pro services without the consent of Change= Pro after the termination of the Agreement, in any form.
- 12.2 The Member indemnifies Change= Pro against any third party demands and/or claims, including but not limited to persons allowed into the Lounge, meeting Rooms and Auditorium and/or Change= Pro by the Member, the Member's staff and other persons for whom the Member must be considered responsible. In addition, the Member holds Change= Pro harmless against any fines imposed on Change= Pro as the result of the behavior or negligence of the Member and/or persons given access to Change= Pro by the Member.
- 12.3 The Member is obliged to notify Change= Pro immediately if damage occurs to/in the Lounge, meeting Rooms and Auditorium or if there is danger of this occurring.

## **13. Liability of Change= Pro**

- 13.1 All liability on the part of Change= Pro, arising from or in connection to a shortcoming or unjust act, or based on any other legal grounds, is ruled out.
- 13.2 Without prejudice to that stipulated in the first part of this article, Change= Pro is not liable for damage to the person or goods belonging to the Member or third parties granted access by the Member to the Lounge, meeting Rooms and Auditorium and/or Change= Pro. This includes damage which results from visible or invisible shortcomings in the Change= Pro buildings or parts of it, weather conditions, stagnation in the accessibility of Change= Pro, stagnation in gas, water, electricity, heat ventilation or air conditioning facilities, malfunctions of systems and equipment, the in-and outflow of gases or fluids, fire, explosion and other incidents, disruption of the enjoyment of the use of the Membership and disruption or shortcomings in the Change= Pro services, with the exception of cases of intent or gross negligence on the part of Change= Pro.
- 13.3 Change= Pro is also not liable for any damage to the Member or his/her business, whatever the cause, including damage arising from the activities of the other Members/users/clients of Change= Pro or from restrictions in the use of the Lounge, Meeting Rooms and / or Auditorium whether caused by third parties or not.
- 13.4 Insofar as Change= Pro may not invoke the exclusion of liability as set in these Terms and Conditions, its liability is limited to the maximum amount paid up to then by the Member to Change= Pro in the scope of the Agreement, to a maximum of the fees received by Change= Pro for one year.
- 13.5 Change= Pro shall not be liable in any way whatsoever for indirect damage suffered by the member, including consequential loss, lost sales, unrealized profit, missed savings, loss or damage of data or damage as a result of the interruption of company operations.
- 13.6 Change= Pro shall not be liable for any disruption or annulment of services due to government or municipal regulations, that may result in (preventive) measures to restrict the spreading of viral and bacterial infections, illnesses, etc. Should such an occasion arise payment of the due fee by the Member will be suspended without entitling either party to claim damages.

## **14. Final Clauses**

- 14.1 Amendments and/or additions to the Membership and these Terms and Conditions can only be agreed upon writing.
- 14.2 The Member is not permitted to transfer his/her entitlements and/or obligations relating to and arising from the Membership including these Terms and Conditions to third parties. Change= Pro is entitled to transfer its entitlements and obligations from this Membership including these Terms and Conditions to third parties at any time.
- 14.3 In all cases in which Change= Pro issues a notice, proof of default or summons to the Member, or in the case of procedures against the Member intended to enforce the compliance with the Membership, the Member is liable for any extrajudicial costs and actual legal (collection) costs incurred by Change= Pro.
- 14.4 All notifications and announcements made must be in writing. The invoice address of the member is valid as the address of the Member and the address given on the any formal communication by Change= Pro as the address of Change= Pro.
- 14.5 Parties declare that they will exercise confidentiality with regard to third parties.
- 14.6 If a part of these Terms and Conditions are void or reversed, this does not affect the validity of the remainder of these Terms and Conditions. Instead of the void or reversed part, that which comes the closest to that which would have been agreed by the parties had they been aware of the invalidity or reversal shall apply as agreed.

14.7 These Terms and Conditions including any attachments are subject exclusively to Dutch law. Any disputes arising from the Rental Agreement, these Terms and Conditions and any other attachments will be submitted to the competent court in Amsterdam.