

TAG Workspace Membership Agreement

Version 5.1 – English – business and private customers

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
Name (company or private person)	<hr/> <small>company name</small>
Legal form (or “private person”)	<hr/> <small>legal form</small>
Dutch or foreign registration number (businesses)	<hr/> <small>registration number</small>
Registered office or home address	<hr/> <small>address</small>
Represented by	<hr/> <small>name and position</small>
Billing email	<hr/> <small>email address</small>

TAG and the Member are jointly the “Parties”. A Member that is a business declares that it enters into this Agreement in the course of its profession or business. If the Member is a private person acting outside a profession or business, article 10 applies.

2. Selected Membership

ITEM	AGREEMENT
Location	Jacob Bontiusplaats 9, 1018 LL Amsterdam
Product	☐ Flex Workspace Membership ☐ Priority Zone Membership

Number of personal Seats	<div><div></div><div>number</div></div>
Registered Seat Holder(s)	<div><div></div><div>names</div></div>
Start Date	<div><div></div><div>date</div></div>
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. Private persons: € 235.95 or € 356.95 including 21% VAT
Total Monthly Fee at commencement	€ <div><div></div><div>amount</div></div>
Security Deposit	€ 0
Special Terms	None, unless stated here: <div><div></div><div>expressly agreed written deviations</div></div>

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. TAG offers no lockers or storage, so property may not be left at the location.

3. Nature of Agreement

3.1 This is a 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. It runs in monthly Billing Periods: each Billing Period starts on the same day of the month as the Start Date and ends on the day before that day in the following month. Where that day does not exist in a month, the Billing Period starts on the last day of that month.

5.2 The Member may terminate the Agreement or one or more Seats in writing with at least one month's notice, effective at the end of a Billing Period. Notice received by TAG at least one month before the end of a Billing Period ends the Agreement at the end of that Billing Period; otherwise it ends at the end of the next Billing Period.

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 for each Billing Period. The first Fee and any Security Deposit are due on the Start Date. Each following Fee is due on the first day of the next Billing Period. Example: a Member who starts on the 10th is charged on the 10th of every month.

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

7.3 TAG charges no interest on late payments. Reasonable extrajudicial collection costs under Dutch law apply. For a private person, article 10 applies.

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. Private Persons

If the Member is a natural person acting outside a profession or business (a consumer), article 23 of the General Terms applies and prevails. In short: prices include VAT, the Member may withdraw within 14 days after contracting online, the Member may terminate at any time with one month's notice, and collection costs apply only after a free reminder. The rows for legal form, registration number and representative in article 1 do not apply. Mandatory consumer law is not excluded.

11. 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: _____ <small>name</small>
Position: Managing Director	Position: _____ <small>position</small>
Date: _____ <small>date</small>	Date: _____ <small>date</small>
Signature:	Signature: