

TERMS & CONDITIONS

Article 1 General

- 1.1 These terms and conditions are applicable to all agreements with Color Business Centers with regard to the use of an office, meeting or flex space and other facilities and services.
- 1.2 By undersigning the agreement these conditions are fully applicable and accepted by the user, being the counterparty of Color Business Centers.
- 1.3 By 'user' is meant every person or corporation, that enters into an agreement with Color Business Centers or wishes to do so, as well as all of their representatives or legal successors.

Article 2 General rights and obligations of the user

- 2.1 Any termination of the agreement on the part of the user has to be in writing and is only valid after a written confirmation by Color Business Centers. The proof with respect to this has to be produced by the user.
- 2.2 The user is obliged to comply accurately with all directions and instructions given by Color Business Centers.

Article 3 Specific obligations of the user

- 3.1 The user is expressly forbidden to:
 - a) Engage employees of Color Business Centers or to use them in any other way than within the context of the agreement, on penalty of a fine of € 15.000 per violation.
 - b) Use the name, logo and/or pictures of Color Business Centers for his own purposes or to perform (legal) actions, other than after a prior written consent of Color Business Centers.
 - c) To involve Color Business Centers in any way or form in its own business other than permitted within the context of this agreement and/or hinder Color Business Centers in its activities.
 - d) Disparage the good name of Color Business Centers in any way or form.
 - e) Bring animals in the premises, respectively admit animals to the premises.
 - f) Make or play music in such a way that this constitutes nuisance for other people.
 - g) Attach advertisements/name plates etc. to or in the premises without the consent of Color Business Centers.
 - h) Publish a telephone number issued by Color Business Centers without written consent in advertisements and other publications and in doing so, possibly causing an overcharge of the telephone exchange.
 - i) Place goods outside of the rented office spaces.
 - j) Attach goods to the walls or ceilings.
 - k) Insert nails in and/or stick scotch tape etc. to the ceilings or walls.
- 3.2 In case of violation of the stipulations under article 3.1, Color Business Centers is entitled to partially or completely withhold the deposit in question, depending on the extra costs that have been made or the extent of the infringement.
- 3.3 The user is obliged to take care that his employees also live by this agreement and will safeguard Color Business Centers against any claim whatsoever, both by himself as by others.
- 3.4 The user is obliged to refrain from hindering or damaging other users and Color Business Centers and/or use the

reputation and/or the name of other users on forfeiture of the in Article 3.2 mentioned penalty, without prejudice to the other rights of Color Business Centers to compensation for costs, damages and interest.

- 3.5 The user is not allowed to have companies with another name, such as for example a subsidiary, use the services under the agreement of the user. For each new company a separate agreement is required.
- 3.6 The user is obliged to keep the rented space in a representative state and is not permitted to place boxes or other goods in the corridors.

Article 4 Rights and obligations of Color Business Centers

- 4.1 Color Business Centers will perform her activities in compliance with the statutory requirements, in accordance with the standards of good workmanship and the generally accepted state of art and science. Color Business Centers will do its utmost to meet the agreed standards of quality and performance indicators. Color Business Centers cannot guarantee the actual realization of a desired result at a certain time.
- 4.2 Color Business Centers will perform her activities in one or more establishments of Color Business Centers.
- 4.3 In case Color Business Centers deems such necessary or indicated, it is entitled to use third parties to meet the obligations contractually agreed upon. Outsourcing will only take place under maintenance of the standards of quality of Color Business Centers and without prejudice to the liability of Color Business Centers to fulfill the commitments of the agreement.

Article 5 Force majeure

- 5.1 By force majeure is meant every circumstance beyond the control of parties, which entails that compliance with the agreement can no longer be reasonably demanded. Force majeure does not cover the circumstance that the user is no longer able to meet his financial obligations.
- 5.2 Depending on the temporary or permanent nature of the force majeure Color Business Centers can dissolve or suspend the agreement, without any right to the user to any damages whatsoever.

Article 6 Representation and liability

- 6.1 Color Business Centers will never, neither directly nor indirectly, represent the user. Color Business Centers is in no way liable for the sending, receiving and/or passing on of outgoing or incoming messages, parcels, securities, goods etc. which are destined for or coming from the user. In this regard Color Business Centers only acts as the substitute/agent of the user. The user is solely responsible/liable for all activities of Color Business Centers and its employees in this regard.
- 6.2 The user grants Color Business Centers permission to receive registered mail and courier shipments.
- 6.3 The user expressly safeguards Color Business Centers for any (legal) claims of third parties as a result of its own (legal) actions and the (legal) actions performed by Color Business Centers on behalf of the user.
- 6.4 The user is fully liable for all damages as a result of its wrongful conduct, both against Color Business Centers as against third parties. By damages is also meant the material and intangible loss. Color Business Centers will

charge the user for these damages or these damages will be deducted from the deposit.

- 6.5 The user is obliged to take out the necessary liability and fire and theft insurance.
- 6.6 Color Business Centers is in no way liable for damages as a result of actions or omissions of the users and/or visitors of the premises, as well as for damages as a result of the not or not fully functioning of the equipment and means of communication made available by Color Business Centers to the users.

Article 7 Remuneration/services Color Business Centers

- 7.1 All remunerations of Color Business Centers are calculated on the basis of all internal and external costs of Color Business Centers at the moment the agreement was undersigned. In case the development of the costs give rise to this, Color Business Centers is entitled to adjust these remunerations prematurely, especially when the user agreement has to be extended or per the first day of the new calendar year.
- 7.2 The extent of the right of use and the corresponding facilities will be defined in the service contract as developed by Color Business Centers.

Article 8 Securities and payment

- 8.1 All goods the user has placed in the office / conference space serve as security with regard to all obligations of the user to Color Business Centers. Where appropriate, Color Business Centers can keep these goods in custody, destroy or sell them.

Article 9 Ending/dissolution

- 9.1 The agreement is ended by timely notice in writing by either the user or Color Business Centers. The user has to take care that, prior to the termination date of the agreement, all financial obligations towards Color Business Centers have been met with and user is obliged to leave the office/conference space in the same state as it was at the moment the agreement was undersigned. Goods, securities etc. that are left behind, will become the property of Colors Business Centers without prejudice to the rights of Color Business Centers as stated in article 7.2.
- 9.2 The agreement will be terminated immediately in case of:
 - a) Default or omission by the user, in case this default or omission has not been repaired within 7 workdays after Color Business Centers has given notice.
 - b) Force majeure by either party, which will have to be demonstrated in writing.
- 9.3 Color Business Centers can end the agreement in case the user:
 - is declared bankrupt, a request for suspension has been submitted, or (a part of) his capital has been confiscated.
 - dies or is put under legal restraint;
 - fails to observe any obligation to Color Business Centers, or any legal obligation;
 - terminates his company or signs away his company or an important part thereof, by which is also meant the insertion of his company in an existing or yet to be established company, or in case he changes the goals of his company.

Article 10 Privacy, confidentiality and secrecy

- 10.1 Parties are obliged to render each other full reasonable cooperation in order to enable the other party to meet its obligations with regard to the applicable privacy legislation. The data protection rules are applicable to the service of Color Business Centers.
- 10.2 Each party will refrain from using or disclosing any information about the other party (including information about the suppliers, clients and other relations of the other party) or about the activities, products, manuals and guidelines of the other party (confidential information), except insofar this is required in the context of executing the agreement. Each party will safeguard the confidential information and will take care that a third party will not get knowledge of this information in contrary with this agreement. Parties will impose this confidentiality obligation on their employees and all other third parties, who work for them.
- 10.3 Paragraph 10.2 is not applicable to the information which is derived from a generally accessible source, without violation of a confidentiality clause, or the information which was already known to the receiver of the information at the time the information was received by means of an agreement, or if this information was provided by a third party, without this party violating a confidentiality clause.
- 10.4 Paragraph 10.2 is not applicable insofar publication is mandatory under the law, a binding judgment of a judge, another part of the government, or a professional duty. Insofar possible the publishing party will confer with the other party about the form and content of the publication.
- 10.5 Upon termination of the agreement, each party will immediately and by itself return all documents, floppy disks and other data carriers, including copies, that contain confidential information to the other party, regardless whether the contents of these data carriers were produced by the other party or a third party, such insofar allowed by relevant legislation. Insofar the confidential information is stored in a computer system of the party or in any other form that cannot be reasonably returned to the other party, the party will destroy this confidential information.
- 10.6 Every right of both parties to use or disclose the confidential information ends upon termination of the agreement.
- 10.7 Subject to what is stated in this article, Color Business Centers is entitled to publish about the activities which were performed in the context of an agreement.