

VENUE OWNERS CONDITIONS

These Venue Owners Conditions have been drawn up by Deskbookers B.V. ("**Deskbookers**"), having its registered office at Herengracht 182, 1016 BR in Amsterdam and registered in the Chamber of Commerce under number 62979388. The Venue Owners Conditions relate to the use of the Deskbookers online platform ("**Deskbookers platform**"), which includes the Deskbookers website (www.deskbookers.com, the "**Website**"), the Deskbookers widget, the Deskbookers mobile application and all other applications with which the Deskbookers platform can be used (the "**Deskbookers portals**"). Read through the Venue Owners Conditions carefully before you register with, and make use of the Deskbookers platform. The Venue Owners Conditions can at all times be consulted on the Website. Deskbookers reserves the right to alter these Venue Owners Conditions from time to time. By using (or continuing to make use of) the Deskbookers portals you agree with the most recent version of the Venue Owners Conditions. The applicability of any purchasing or other conditions of the Venue Owner is explicitly rejected.

1 DEFINITIONS

1.1 In these Venue Owners Conditions the following terms have the meaning set out behind the terms:

- Deskbookers: The business which runs the Deskbookers platform.
- Deskbookers platform: The online service offered by Deskbookers, with which Users and Venue Owners are brought together to offer, look for, find and book a Flexplace.
- Deskbookers portals: the website www.deskbookers.com, the Deskbookers widget, the Deskbookers mobile applications and all other applications which are offered by Deskbookers, with which the Deskbookers platform can be used.
- Deskbookers widget: an application developed by Deskbookers which is offered on the website of a third party, with which Users can add Bookings to the Deskbookers platform.
- 2cnct: the part of the Deskbookers platform that is used by a Venue Owner to register and manage Bookings of Users, consisting of, inter alia, a reservation system.
- Venue Owner: a party which offers (a) Flexplace(s) via the Deskbookers platform, which Flexplace(s) can be booked by a User.
- User: a natural person acting in the course of a profession or business, which makes use of the Deskbookers platform to book a Flexplace.
- Flexplace: a flexible workplace (including the entirety of a table and a chair, conference rooms and other rooms and other facilities, services and products) which is offered by a Venue Owner and which can be booked by a User.
- Booking: the registration of the (intended) use of a Flexplace by a User.

2 USE OF DESKBOOKERS PLATFORM

2.1 The Venue Owner agrees with Deskbookers that Users can book Flexplaces via the Deskbookers platform which are managed by the Venue Owner. The commercial terms which are agreed on in this respect, such as the commission which Deskbookers receives here fore, are laid down separately in Annex 1 of these Venue Owners Conditions. These Venue Owners Conditions, including its Annexes, constitute the agreement between the Parties (the "**Agreement**").

- 2.2 In order to be able to make use of the Deskbookers platform, the Venue Owner must register with the Deskbookers Platform. The registration instructions must be strictly followed. The Venue Owner guarantees that the details which are entered during the registration are correct. After registration the Venue Owner will have an account in which all Bookings are registered with the help of the reservation system 2cnct. If the Venue Owner abuses the Deskbookers platform the Venue Owner can be denied the use thereof and a registration can be cancelled and the Venue Owner's account can be removed.

3 BOOKING

- 3.1 If a User places a Booking for the use of a Flexplace via the Deskbookers platform, the User enters into an agreement with the Venue Owner who offers the Flexplace. Deskbookers is not a party to this agreement. Deskbookers matches supply and demand, offers the Venue Owner a digital reservation system and takes care of the transaction. The Venue Owner is responsible for the correct execution of the Booking. The User is responsible for the provision of the correct details relating to the Booking. The Venue Owner is responsible for the correct details relating to the Flexplace and other facilities belonging to the Flexplace.
- 3.2 If the actual use of the Flexplace by the User exceeds the Booking, including in any event the exceeding of the agreed duration and the purchase of additional services or products, the Venue Owner will immediately, as soon as possible but in any event within 24 hours after the use of the Flexplace, add such services and products to the Booking. The Venue Owner must observe the requisite care in this respect. 24 hours after the use of the Flexplace the content and scope of the Booking is definite.

4 RATES AND AVAILABILITY

- 4.1 The Venue Owner will set out the relevant rates for every Flexplace which is offered (including additional services and products) via the Deskbookers platform. The Venue Owner is responsible for the accuracy of the specified rates. The Venue Owner must itself keep information relating to its business and its Flexplaces, such as rates and availability, but also descriptions, facilities, illustrations and other information up-to-date at all times.
- 4.2 All rates must be represented exclusive of VAT, unless otherwise agreed.
- 4.3 A change in the rates or availability of Flexplaces may not have any influence on bookings already made.
- 4.4 The Venue Owner is not permitted to offer the Flexplaces which are offered via the Deskbookers platform on other websites on the internet or via any other medium at a lower rate than on the Deskbookers platform.

5 PAYMENT

- 5.1 Users can pay for Bookings directly with the payment methods offered on the Deskbookers platform. Payment on an invoice basis is only possible after receiving Deskbookers explicit consent.
- 5.2 If the actual use of the Flexplace exceeds the Booking, including in any event the exceeding of the agreed duration and the purchase of additional services or products, Deskbookers will invoice these costs afterwards. The Venue Owner is not itself permitted to charge these additional services and products to the User.
- 5.3 At the start of every month Deskbookers will send the Venue Owner a specification of all Bookings of the preceding month. This will in any event include the financial details relating to the Bookings, Bookings already made by Users, outstanding receivables of the Venue Owner, credit invoices for the Venue Owner and the commission which the Venue Owner owes Deskbookers with regard to the Bookings.

- 5.4 If the User has performed its payment obligations to Deskbookers with regard to a Booking this amount, minus the commission owed by the Venue Owner to Deskbookers, will be included in a credit invoice for the Venue Owner. Deskbookers will pay this credit invoice within 30 days on the account number specified by the Venue Owner.

6 DISCOUNT CODES

- 6.1 When placing their order Users can make use of individual discount codes which have been provided by Deskbookers or the Venue Owner. In principle discount codes cannot be used in combination with other discount actions or promotions. In the event the Venue Owner wishes to provide discount codes itself, separate agreements must be made with Deskbookers in this respect.

7 CHANGE AND CANCELLATION

- 7.1 Up to at latest 24 hours before the start of the Booking a User can change or cancel the Booking free of charge. In the event of a change or cancellation within 24 hours before the start of the Booking, the entire amount of the Booking will be charged and the User is obliged to pay this amount.
- 7.2 The User will specify changes or cancellations in their account and are visible for the Venue Owner in 2cnct.

8 VENUE OWNER'S HOUSERULES

- 8.1 If house rules or codes of conduct apply with regard to Flexplaces of the Venue Owner, these must be announced to the User prior to the actual Booking by means of sending via the email address specified by the User, or by means of presentation of a physical copy, or notification before the start of the actual Booking.

9 COMPLAINTS AND DISPUTES

- 9.1 If a User does not agree with the execution of the Booking by the Venue Owner, the User must in the first instance approach the Venue Owner. If so requested in the event of a dispute Deskbookers can act as mediator. Deskbookers will in such case endeavour to resolve the dispute. Deskbookers reserves the right in the worst case to repay the User the amount the User has paid for a Booking, without the Venue Owner being owed any payment.

10 TERMINATION

- 10.1 Deskbookers has the right to terminate the Agreement with the Venue Owner and to terminate the access to the Deskbookers platform if the Venue Owner:
- (a) petitions for bankruptcy or is declared bankrupt;
 - (b) applies for or is granted a moratorium on payment;
 - (c) sells or liquidates its business;
 - (d) de facto stops doing business or participating in legal transactions, or threatens to do such; or
 - (e) acts in contravention of one or more provisions of the Agreement with Deskbookers or these Venue Owners Conditions
- 10.2 This termination does not detract from Deskbookers' other rights, such as the right to compensation of any loss.

11 LIABILITY

- 11.1 The liability of Deskbookers (including the group companies belonging to Deskbookers and its employees and officers) is limited as follows (subject to intent and gross negligence):
- 11.1.1 Deskbookers is not liable for any shortcoming or loss which is the result of the fact that the Venue Owner's Flexplace does not satisfy the specifications which were agreed in advance or does not satisfy (technical or spatial) requirements which were set in advance or that certain necessary materials or products are not present;
 - 11.1.2 Deskbookers is not liable for any shortcoming or loss which is the result of incorrect instructions of the User or any incorrect presentation of data by the User, the Venue Owner or a third party;
 - 11.1.3 Deskbookers is not liable for any shortcoming in the performance of an obligation with regard to a User or Venue Owner, in so far as such is the result of force majeure, such as but not limited to: unforeseen hardware or software defects, power or internet disruptions, fire, lightning, explosions, disruptions, floods, industrial conflicts, exceptional weather conditions, war or acts of local authorities;
 - 11.1.4 Deskbookers is not liable for any indirect loss, reputation damage or consequential loss; and
 - 11.1.5 in so far as Deskbookers is liable therefore, its liability is limited to (a) the amount that is paid out to Deskbookers under its liability insurance, or, if lower (b) the total amount of the Booking to which the liability relates.
- 11.2 Deskbookers tries to make the Deskbookers platform, including 2cnnct, available 24 hours a day. Deskbookers does not guarantee, however, that the Deskbookers platform is continually available and/or functions completely. In addition, Deskbookers explicitly does not guarantee that the servers/systems on which the Deskbookers platform is made available, is always (fully) free of viruses, disruptions and/or other harmful elements. Deskbookers excludes any liability which is connected herewith or which is the result hereof.
- 11.3 Deskbookers cannot guarantee that inventory, such as desks and desk chairs, of a Flexplace at a Venue Owner's meets the requirements set pursuant to the Occupational Health and Safety regulations. Deskbookers is not liable for any loss ensuing herefrom. A User can ask of a Venue Owner per Flexplace whether the inventory satisfies the Occupational Health and Safety requirements. The Venue Owner must adequately handle such a request.
- 11.4 The Venue Owner indemnifies Deskbookers against all loss suffered by the User, or by any other person who makes use of that Flexplace during the period of the Booking.

12 PRIVACY AND PERSONAL DATA

- 12.1 The Venue Owner must treat the personal details made available to it via the Deskbookers platform with due care. The Venue Owner will enter into a 'Data Processing Agreement' with Deskbookers with regard to the processing of personal data, in which additional rules are set regarding the use of such data. The Data Processing Agreement is enclosed as Annex 2.
- 12.2 For personal data that is collected, processed and imported into 2cnnct by Venue Owner, Venue Owner is regarded as responsible (*verantwoordelijke*) within the meaning of the Personal Data Protection Act (*Wet Bescherming Persoonsgegevens*). These data can be used by Deskbookers for commercial purposes. Venue Owner needs to ensure that the parties involved (1) are properly informed about the use of the data, and (2) grant permission for the use of this data by Deskbookers

13 INTELLECTUAL PROPERTY

- 13.1 The intellectual property of and copyright in all information, descriptions and illustrations which the Venue Owner and/or Deskbookers have placed on the Deskbookers platform, lies with Deskbookers or it has been granted a licence therefore by third parties. It is therefore not permitted without Deskbookers' written consent to reproduce, reuse, publish or distribute texts or parts thereof, illustrations or other information of the Deskbookers platform.
- 13.2 The Venue Owner grants Deskbookers a non-exclusive, transferrable, royalty-free, worldwide licence to use all details relating to the Flexplaces, such as photos and descriptions in connection with the Deskbookers platform. This licence ends when the Venue Owner's account is removed.

14 DISCLAIMER

- 14.1 Information which you find on the Deskbookers platform, such as information on availability, rates, descriptions, facilities and illustrations of Flexplaces of a Venue Owner, has been compiled with the greatest possible care. It is nevertheless possible that the information which is published on the Deskbookers platform is incomplete and/or incorrect or contains typographical errors. Deskbookers does not check information such as illustrations, facilities and descriptions of Flexplaces which a Venue Owner places. Deskbookers does not guarantee the accuracy and completeness of the information placed on the Deskbookers platform regarding the participating Flexplaces and the Venue Owner and does not accept any liability for the consequences of inaccuracy and incompleteness.

15 FULL AGREEMENT

- 15.1 These Venue Owners Conditions together with all other documents to which these Venue Owners Conditions refer, constitute the full agreement between Deskbookers and the Venue Owner and contain all terms as made between the parties with regard to (the use of) the Deskbookers platform.

16 APPLICABLE LAW

- 16.1 These Venue Owners Conditions and the use of the Deskbookers platform are governed by Dutch law. All disputes ensuing herefrom will exclusively be brought before the court in Amsterdam.

ANNEX 1

The "Commercial Terms" can be found in the back office (2cnnct).

ANNEX 2

The "Venue Processing Agreement" can be found in the back office (2cnnt).