

## AFFILIATION CONDITIONS

For the purposes of the present general conditions, 'the Silversquare Belgium' shall be construed as referring, according to the context, to all, one or several of the companies in the Silversquare Belgium, and 'Silversquare' shall refer to the company signing the present general conditions.

Between the limited liability company Silversquare, with its registered office at 523, Avenue Louise, 1050 Brussels (hereinafter referred to as 'the Service Provider'); And any natural or legal person having completed the affiliation procedure in order to benefit from the Service Provider's coworking space services (hereinafter referred to as 'the Affiliate'). The Service Provider and the Affiliate shall be referred to collectively as 'the Parties'. The following has been explained and agreed.

### GENERAL PROVISIONS

The present general conditions (hereinafter referred to as 'GC') describe a precise, complete legal framework which applies to the affiliation contract (hereinafter referred to as 'the Affiliation Contract') through which the Affiliate benefits from all of the services detailed in Article 3 of the present GC. The Service Provider reserves the right to modify the present GC at any time via the publication of a new version on the internet site <http://www.silversquare.eu/> (hereinafter referred to as 'the Site'). The applicable GC shall be those in force at the date of the signature of the Affiliation Contract by the Affiliate. The GC may be consulted on the Site. The Service Provider equally ensures that the acceptance of the GC is clear and unreserved, by means of having them signed by the Affiliate in tandem with the signature of the Affiliation Contract between the Service Provider and the Affiliate. The Affiliate recognises having taking cognisance of all of the present GC prior to his/her affiliation and having accepted them without restriction or reservation. The Affiliate recognises that he/she has benefited from all the necessary advice and information in order to ensure that the offer proposed by the Service Provider meets his/her needs.

### ART. 1: PURPOSE OF THE CONTRACT

The purpose of the Affiliation Contract subject to the GC shall be to enable the Affiliate to benefit from the services proposed by Silversquare Belgium in its coworking spaces:

- participation in the events organised by Silversquare Belgium for the affiliates;
- provision to the Affiliate of a coworking space equipped according to the arrangements;
- provision of shared meeting rooms in line with the arrangements set out as per the subscription package selected by the Affiliate;
- provision of shared spaces (corridors, washrooms, lifts, administrative offices, etc.);
- provision of shared office automation equipment (printers, photocopiers, etc.);
- provision of an ICT infrastructure (internet access via Wi-Fi or cable, VOIP telephony system, etc.);
- regular cleaning of the offices and shared spaces, general maintenance of the site and its facilities;
- presence of reception staff;
- other reception services such as day-to-day management of mail by the coworking space staff.

Depending on his/her specific affiliation conditions, the Affiliate may, as appropriate, benefit from complementary services or a private area in his/her reference Silversquare coworking space. It is expressly stipulated that the provision of one or more offices forms only the ancillary part of the Affiliation Contract. The present contract may therefore never be considered to be a contract for a commercial lease, an office lease, or any other type of lease benefiting or otherwise from the protection of any particular legislation. The aforementioned services to be provided, together with the complementary services listed in the annex 'Affiliation Contract Services', shall be delivered during working days and times..

### ART. 2: PROVISION OF COMPLEMENTARY SERVICES

The Affiliate shall have the option of benefiting from complementary services. A list of all the complementary services and the prices thereof, which is not included in the service offered under the Affiliation Contract, can be found in the annex 'Contract Services', and is available from reception at each of the coworking spaces. The said complementary services will be billed as a supplement to the subscription at the end of each month, plus VAT, and will be payable in accordance with the general payment conditions set out below.

### ART. 3: PRICING & PAYMENT ARRANGEMENT

The Affiliate must pay the full amount of the deposit and the affiliation charge, the costs and all other sums due before he/she can access the facilities of the coworking spaces. The charge is calculated on a month-to-month basis and must be paid in advance no later than the 20th of the month preceding the period to which the invoice relates. The Affiliate does not have the option of relinquishing certain of the services provided above in return for a reduced price. This flat-rate price includes all the charges, taxes and fees relating to the coworking building and the goods with which it is equipped (insurance, property tax, various regional or municipal taxes). It likewise includes the traditional charges (water, electricity and heating), it being understood that the respective meters will be opened, with the utility companies, in the name of the coworking space itself.

The monthly fee will be indexed each year in line with the consumer price index, at a minimum of 2%. Silversquare further reserves the right to modify the costs of its complementary services at any time by notifying the Affiliate in writing, giving one month's notice. Billing by charging to a credit card or by automatic debit from the subscriber's bank account form part of the conditions required for registration. Consequently, the Affiliate irrevocably authorises Silversquare to take the amount of the affiliation fee plus the guarantee from the said credit card or bank account, at any time during the billing period.

Should the debit not be effective, the affiliate undertakes to pay within 7 days of the issue of the invoice. In the event of late payment, the affiliate shall be automatically liable, without further notice, to pay an irreducible flat-rate penalty clause amounting to 10% on the amounts owing. Any month commenced shall be considered as a full month. Moreover, any transaction costs charged to Silversquare, for example in connection with payments from foreign accounts, shall be charged on to the Affiliate. Finally, any invoice remaining unpaid despite the procedure of reminders being issued to the Affiliate by Silversquare may lead to the suspension of Silversquare Belgium's services until the unpaid invoices have been settled in full, without it being possible for this to be construed by the Affiliate as the cancellation of the Contract.

### ART. 4: SECURITY DEPOSIT

A security deposit equal to 2 months of subscription (net of VAT) is required and must be paid into the contracting Silversquare Belgium company's account upon signature of the Affiliation Contract. The Affiliate expressly authorises Silversquare to debit, from the guarantee set up, any monthly payments not paid on time, the Affiliate being obliged to top it up within one month. The deposit paid by the Affiliate will be refunded no later than 2 months after the expiry of the Affiliation Contract provided that the Affiliate has satisfied all of his/her obligations, failing which any sums remaining unpaid will be debited as a priority against the security deposit.

### ART. 5: PROHIBITION ON TRANSFER

The present contract is concluded by Silversquare with the Affiliate and can under no circumstances be transferred, either in full or in part, and whether for payment or otherwise.

### ART. 6: DURATION OF THE CONTRACT

The present contract is concluded for an indefinite period. It may be terminated at any time in accordance with Article 12 of the present GC.

### ART. 7: AFFILIATE'S ACTIVITIES

The Affiliate may exercise any commercial or civil activity, with the exception of activities which are dangerous, unhealthy, polluting or contrary to public order or morals, or which might cause any form of nuisance to Silversquare Belgium and/or its Affiliates. Under no circumstances may the Affiliate use Silversquare Belgium's infrastructures to establish: political or other meeting rooms, a dwelling, a retail business or an artisanal activity in direct contact with the public. The Affiliate undertakes to respect all the legal obligations attaching to the exercise of his/her activities and/or the infrastructures. Any breach of the applicable regulations will automatically lead to the termination of the present contract at the Affiliate's exclusive expense, and the latter shall undertake to correspond direct and without the intervention of Silversquare Belgium with all the public authorities. In the event that the Affiliate is responsible for a serious nuisance during his/her affiliation period, he/she shall be warned by email to discontinue the said nuisance as quickly as possible and within no more than 24 hours. Failing this, Silversquare shall be entitled to terminate the contract with immediate effect and at the Affiliate's expense, as per Article 12, notwithstanding Silversquare Belgium's right to claim damages to offset the harm caused by the said nuisance.

### ART. 8: AFFILIATE'S RIGHTS AND OBLIGATIONS

Throughout the duration of the performance of the present contract, the Affiliate shall have the facility to use, on his/her commercial documents, the address of the reference Silversquare coworking space in which he/she is registered. However, any use of the name Silversquare is formally prohibited. The Affiliate shall retain full responsibility for his/her debts, charges, and taxes relating to his/her

commercial activity. The Affiliate undertakes to use due care and attention when making use of the goods placed at his/her disposal in virtue of the present contract, and to refrain from the following behaviours within Silversquare Belgium's property or in its immediate environs:

- bringing into or storing in the offices explosives, flammable products or other unhealthy, noisy, foul-smelling or illegal materials or objects;
- throwing away or disposing of old papers, waste or other products in the zones other than those set aside for the purpose by Silversquare Belgium;
- bringing animals inside the offices;
- smoking in the offices or elsewhere in the building;
- using fire appliances in the offices;
- placing, installing or displaying objects in the shared areas, including signs, advertisements, display panels, boards or notices without the written agreement of Silversquare Belgium;
- causing any deterioration to the premises provided – any failing and/or deterioration will be immediately rebilled;
- using photographs of the spaces without the written agreement of Silversquare Belgium.

The Affiliate shall refrain, during the period of the performance of the contract and for a period of 12 months after the end of the contract, from hiring staff from Silversquare Belgium, for any purpose whatsoever. In the event of a breach of the present clause, the Affiliate shall be required to pay a flat-rate sum equal to the gross annual salary of the person poached at the time of the latter's departure. The Affiliate undertakes to inform Silversquare, within 10 days, by registered mail, of any procedure for bankruptcy, judicial reorganisation or insolvency which may apply to him/her, and should the Affiliate use the Silversquare address for his/her registered office or operating base, the latter must expressly inform Silversquare and pass on the official publication of such decision to the Belgian Gazette. It is expressly agreed that the Affiliate (including those for whom he/she is accountable) must respect Silversquare's facilities. Any modification, transformation or damage to the said facilities (including the furniture) shall incur repair costs which will be billed on to the Affiliate. Professional dress is required in all circumstances on Silversquare Belgium's sites. Other than for Start and Virtual Office, the Affiliate must disclose to his/her reference coworking space the identity and particulars of his/her employees, who will each be issued with an individual badge giving them access to the Silversquare infrastructures. These badges may not be lent or transferred and must be returned by each Affiliate at the end of his/her occupation. The loss of any badges during the period of occupation of the Silversquare offices must be reported to reception within 24 hours. In addition, the Affiliate must keep Silversquare abreast of any changes to his/her billing details and in particular his/her email address.

Moreover, national and European legislation on money laundering requires Silversquare to identify its Affiliates and their economic beneficiaries. Consequently, Silversquare reserves the right to request and store all information required for that purpose. The Affiliate undertakes to furnish Silversquare with the information requested and to notify it in good time of any change to such information. Should the Affiliate not respond satisfactorily and within a reasonable period to requests from Silversquare, the present agreement might be terminated at the Affiliate's exclusive expense.

The Affiliate shall not be entitled to object to the dispatch by Silversquare of periodic information regarding the adaptation of its GC or any other measure relating to the security and day-to-day life in the Silversquare coworking spaces.

## AFFILIATION CONDITIONS

### ART. 9: AFFILIATE'S LIABILITY AND INSURANCES

The Affiliate shall be liable for any damage caused by him/her or by any person present in Silversquare Belgium's site with his/her express or tacit permission. The Affiliate shall ensure that he/she carries public liability insurance for himself/herself and for all persons for whom he/she is accountable, to cover any bodily injury, material or immaterial damage which may be caused to Silversquare Belgium or third parties because of the use of the coworking spaces and the other services offered by Silversquare Belgium, which may require an insurance certificate from the Affiliate. All insurance policies relating to the buildings or their operation are taken out by Silversquare Belgium or by its lessors. Such insurance policies do not cover the risks proper to the Affiliate's activity (specifically his/her material: mobile devices, personal effects and other goods belonging to the Affiliate or third parties (leasing)), for which the Affiliate must decide to take out his/her own insurance. Other than in the case of serious or intentional negligence, the Affiliate and his/her subrogated insurer, who will be notified by the Affiliate upon his/her subscribing to his/her insurance contracts, shall renounce any recourse they may potentially be entitled to exercise against Silversquare Belgium or other affiliates on account of any damage that the Affiliate might suffer through the occurrence of any type of accident, notably fire, water damage, accidents, thefts, risks associated with the utilisation (cyber-risks) or non-availability of internet access, the telephone system and the other facilities offered by Silversquare Belgium.

### ART. 10: SILVER SQUARE BELGIUM'S LIABILITY

Silversquare Belgium cannot be held liable, whatever the cause, for any inconvenience, damage, deterioration, accidental interruptions, etc. which might arise to the building, the water, electricity and heating installations, the telephone installations, etc., during the performance of the contract, unless it is established that having been advised thereof, it did not act as quickly as possible to take appropriate measures to try to remedy them. Silversquare Belgium may under no circumstances be held liable for problems caused by third parties. Silversquare Belgium may under no circumstances be held liable, vis-à-vis its affiliates, in the event of the expropriation of the building, and shall not be liable to pay any compensation.

### ART. 11: MENTION IN OFFICIAL DOCUMENTS

At the end of the contract, the Affiliate undertakes to remove from his/her official documents any reference to Silversquare coworking. Should he/she fail to do so within 3 months from the end of the contract, Silversquare Belgium reserves all rights, including the right to notify the relevant units at the Prosecution Service and the Crossroads Bank for Enterprises (CBE).

### ARTICLE 12: END OF THE CONTRACT

The Affiliation Contract may be terminated by the Affiliate and/or Silversquare at any time subject to 3 months' notice, with the exception of the Flex and Fixe contracts, which may be terminated at 1 month's notice. When the Affiliate has concluded contract(s) for more than 21 workstations, these contracts may be terminated upon 6 months' notice.

However, in the event of a minimum period provided for in the special conditions, the Affiliate may not terminate the contract or reduce his capacity during the said minimum

period of membership.

The letter of termination must be sent by email to info@silversquare.eu with a 'Read' report and to the email address provided at the start of the Affiliation Contract by the Affiliate if the notice period is being initiated by Silversquare. The notice period shall begin on the first day of the month following the acknowledgement of the email. If the Affiliate is declared bankrupt, if he/she goes into liquidation or if a judicial reorganisation is requested (JRP), the Affiliation Contract shall be immediately terminated, but the Affiliate shall still remain liable to pay a termination fee of 3 months' affiliation subscription. Any culpable violation of the Affiliation Contract by the Affiliate, such as failure to pay subscription fees, shall entitle Silversquare to terminate the contract, without requesting the prior authorisation of a court, and without any notice or compensation vis-à-vis the Affiliate, and the latter shall owe it 3 months' subscription. In all cases, the full sums owing by the Affiliate to Silversquare in virtue of the present Affiliation Contract shall be kept by Silversquare.

### ART. 13: PRIVACY POLICY

Silversquare respects the regulations designed to guarantee the protection of the privacy of both the Affiliate and any other natural person linked to the Affiliate.

For the purposes of the performance of the Affiliation Contract, the personal data controller is Silversquare Belgium SA (hereinafter referred to as 'the Data Controller'), whose registered office is at Avenue Louise 523, 1050 Brussels, and whose CBE registration number is BE 0806.423.356.

The processing of the personal data of the Affiliate (and as appropriate those of any other natural person linked to the Affiliate) is based on Articles 6.1. a) (consent), b) (performance of the contract), c) (legal obligation) and f) (legitimate interests) of Regulation (EU) 2016/679 dated 27 April 2016 (General Data Protection Regulation).

The personal data supplied by the Affiliate to Silversquare will be processed by the Data Controller for the purposes of monitoring requests from the Affiliate, in order to comply with the legal obligations (specifically under money laundering legislation), as part of the performance of the contract, advertising and/or information communications, Silversquare marketing, or the client's global vision.

Such data may be shared with third parties designated by the Data Controller or with other companies in Silversquare Belgium, whose intervention is necessary to achieve one of the purposes cited in the present contract and acting exclusively on the Data Controller's instructions.

An up-to-date list of the companies in Silversquare Belgium may be obtained from Silversquare on request. Silversquare has undertaken to guarantee a high level of protection for the personal data.

Any natural person may access the data held on him/her, processed by the Data Controller (and, as appropriate, by the companies mentioned above) and, if required, request the rectification of incorrect data or the deletion of the data processed. Such persons are equally entitled to request that their data be processed to a limited extent only. Moreover, they are entitled to receive the personal data supplied in a structured, commonly used and machine-readable format, and to pass these data on to another data controller (right to the portability of personal data).

Such persons may, at any time, object, on request and free of charge, to the processing of their personal data

and/or withdraw their consent to the processing of their personal data. They may exercise these rights at any time, without cost, by emailing their request to compliance@silversquare.eu. Their wishes will be actioned within the legal deadline.

The Affiliate is not bound by any legal requirement to answer the questions asked by Silversquare, but if he/she does not answer, this may result in Silversquare being unable or unwilling to enter into a (pre-)contractual relationship, to pursue such a relationship or to perform an operation requested by the Affiliate or by a third party in favour of the Affiliate.

Moreover, national and European legislation on money laundering requires Silversquare to identify its clients and their beneficiaries. Consequently, Silversquare requests and stores certain information and documents for the client and/or will consult appropriate databases for this purpose. The client undertakes to furnish the information requested and to inform Silversquare in good time of any change regarding such information and documents.

If, when requested, the client fails to furnish satisfactory information and documents within a reasonable period, Silversquare may not be able to furnish or continue to furnish these services. The personal data supplied by the Affiliate are processed by the Data Controller in the strictest confidentiality and in compliance with the applicable regulations.

However, because the internet does not offer total security, where such data are transmitted electronically, respect for privacy can be guaranteed only if such data are transmitted via communication channels which Silversquare expressly indicates are protected.

The Affiliate's personal data harvested as part of the performance of the Affiliation Contract will be stored for the duration of the contract and for a maximum period of ten years from the end of the contractual relationship; beyond this, they will be in an anonymised form. If necessary, Silversquare likewise reserves the right to retain them for longer in order to satisfy its own legal obligations (for example from the accounting point of view).

The Affiliate has the right to bring a claim by contacting the Data Protection Authority (Rue de la Presse, 35, 1000 Brussels – commission@privacycommission.be).

### ART. 14: PARTIAL INVALIDITY

Should one or more clauses in the present Affiliation Contract become invalid, this shall affect only the disputed clause, and the parties shall be obliged to find another which approaches it as closely as possible.

### ART. 15: APPLICABLE LAW AND DISPUTES

The present contract shall be governed by Belgian law.

The present contract has been translated into both English and Dutch, but in the event of a dispute, the French version shall take precedence over the other two. The parties hereby agree to submit, as a last resort, to the exclusive competence of the tribunal in the location of the reference Silversquare coworking space.