

THE HAGUE HUMANITY HUB GENERAL TERMS AND CONDITIONS

As per December 1st, 2025

Stichting The Hague Humanity Hub, hereafter referred to as *THHH*, commits itself to service its Members and has drawn up *General Terms and Conditions*, hereafter referred to as *T&C*, for the use of its membership and residency services for the benefit of all the Members of THHH, hereafter referred to *Members*. This document is an integrated part of the Service Agreement, and its purpose is to clarify the conditions of use of THHH's membership and residency services. These *T&Cs* apply to the relationship between the Members and THHH. They are valid from September 21, 2022 and may be unilaterally amended by THHH.

1 Membership and Residency

- 1.1 Members are individuals registered as members on the service agreement or membership registration form and have access to the membership benefits and services.
- 1.2 Members can also be residents of the Humanity Hub campus (using coworking or private office services, or virtual residents (business address)).
- 1.3 By accepting the Membership of THHH, Members commit themselves to active involvement in the community, for example by participating in Humanity Hub activities and by being available for connections with other members on request. THHH community brings together professionals active in a wide range of fields. Through this Members contribute to the development and strengthening of the Hague ecosystem for a more peaceful and just world.
- 1.4 The Membership is personal to a Member and is not subject to transfer to any third parties.
- 1.5 The Membership can be transferred to another member from the same organization or institution during the term of the Agreement.
- 1.6 Members shall be responsible for their guests.
- 1.7 Sharing a key with a non-Member is strictly prohibited. THHH is open to provide temporary access for guests upon Member's request.

2 General Terms of Use

- 2.1 The Member agrees not to use the Services provided by THHH for any purpose that is unlawful or prohibited by these T&C:
 - a) Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through THHH Services

- b) Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as a limitation, copyright or trademark law (or by rights of privacy or publicity) unless the Member owns or controls the rights thereto or have received all necessary consent to do the same.
- c) Use any material or information, including images or photographs, which are made available through the THHH in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any party.
- d) Restrict or inhibit any other user from using and enjoying the Services.
- e) Violate any code of conduct of other guidelines which may be applicable for any particular service);
- f) Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party; and
- g) Violate any applicable laws or regulations.

THHH reserves the right at all times to disclose any information about the Member, the Member's participation in and use of the Services as THHH deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

- 2.2 The Member may not use the Services in any manner that could damage, disable, overburden, or impair any THHH's activities or reputation, or interfere with any other party's use and enjoyment of any Services.

3 Services and Obligations

- 3.1 THHH shall make the membership and residency services available as specified in the service agreement.
- 3.2 It may be necessary for THHH to temporarily restrict or deny access to the workspace to enable testing, repair work or activities other than usual inspection, cleaning, and maintenance work to be carried out.
- 3.3 THHH gives no guarantee whatsoever regarding the security of the network of THHH (or internet security) or any information placed on it by the Member. The Member shall take whichever security measures (such as encryption) he/she deems necessary having regard to his/her own circumstances. THHH cannot guarantee that a particular level of availability will be achieved for the use of THHH's network (or the internet) by the Member. Remedy of such failure by THHH within a reasonable term after written notification thereof will constitute the sole and exclusive legal remedy available to the Member.

4 Hub Working Space

- 4.1 The Hub Space is a shared office, and we ask that the Member consider Members and use the space in a respectful way. Offensive language, threatening behavior, abuse of our staff or other Members and damage to Our Property, or that of another Member, will not be tolerated. We reserve the right to remove offenders from the space and suspend or cancel their Membership and access.
- 4.2 Where the Service Agreement entitles the Member to access the Space, this is a license to use the Space and does not give the Member an exclusive right to any part of the Space. The Member are responsible for ensuring that the agreed residency services meet the needs of the Member's business or enterprise. We make no warranties or representations that the Space is suitable for the purpose the Member intends to use it for.
- 4.3 It is not permitted to change any part of the workspace, and the Member shall use all parts of the location, equipment, furniture, fixtures and fittings and soft furnishings put into use by him/her as a 'good member'.
- 4.4 The Member acknowledge that he/she will be liable for and agree to indemnify us for any damage caused to the Space or Our Property, or for any claim brought against us, by malfunctioning or incorrectly used equipment brought into the Space by the Member, his/her employees or guests.
- 4.5 We take all reasonable measures to ensure the Space is a safe and healthy working environment. The Member is responsible for his/her own safety (and that of his/her employees and guests) whilst in the Space. This includes using Our Property and Member's Property safely, for the purpose it was intended for, and with a reasonable amount of care.
- 4.6 THHH is committed to ensuring the health and safety of its Members and external visitors in the spaces of THHH to make the environment as safe as possible. For this purpose, an internal policy can be issued to the Members at any time needed.
- 4.7 THHH operates a zero-tolerance policy to all forms of harassment and bullying in the workplace. THHH will not tolerate any unacceptable behaviour to colleagues, suppliers, members of the public etc. Any complaints of this nature will be investigated and may result in action, up to and including termination of membership.
- 4.8 It is not permitted to (temporarily) install any cable, computer or telecom connections without the consent of THHH, which consent it may withhold at its sole discretion. THHH's consent is conditional upon the Member allowing THHH to monitor any systems or installations (of computer or electronic systems, for example) and to check that such systems or installations do not disrupt the use of the workspace by other Members of THHH or any lessor of the building.

- 4.9 The Member is responsible himself/herself for taking out insurance for any property or personal belongings which he/she brings with him/her to the location and to cover his/her liability vis-à-vis employees and third parties. THHH strongly advises the Members to arrange such insurance cover.

5 Use of Space

- 5.1 Workspace: The Member shall use the workspace solely as an office. Use of the office for retail trade or medical purposes, involving frequent visits by the public, is prohibited.
- 5.2 Competing business operations: It is not permitted to engage in business operations which compete with the business operations of THHH related to the provision of an equipped office workspace.
- 5.3 Name and address of the Member: It is only permitted to engage in business operations under one's own name or another name which has been approved in advance by THHH.

Use of the address of the location: Members are allowed to use the address of the location as one's business address only if included in the service agreement.

6 Membership key and deposit

- 6.1 Personal electronic keys are issued to each member with residency rights through a coworking subscription. Keys are not transferable and may not be shared with another person or entity under any circumstance.
- 6.2 Should a member leave through termination or transfer of membership within the terms of the service agreement, the personal key must be returned to the Hub and a new key will be issued to the new member. Member organizations are obligated to promptly report any changes in keyholders, both arrivals and departures, to memberships@humanityhub.net to ensure proper key assignment or revocation of access.
- 6.3 Following termination or transfer of membership, the former member's keys will be disabled. Should the keys not be returned within 2 weeks of termination or transfer of membership, then the key deposit will be forfeited by the former member. Lost keys will also be disabled, and the deposit forfeited. A new key can be issued subject to payment of a new deposit.

7 Payment and late payment charges

- 7.1 The Member undertakes to pay promptly (i) all turnover and usage taxes, excise duties, consumer taxes and other taxes, levies, and concession fees/duties which it is due to any public authority (and will provide THHH with proof of such payments on request) as well as (ii) any taxes paid by THHH to any public authority that are attributable to the workspace, including but not confined to any gross revenue tax for actual usage, taxes on tangible movable property, stamp duties or other documentary taxes and levies. All payment shall be made within 14 (*fourteen*) calendar days after the issuing of the invoice.

- 7.2 Failure by the member to pay the charges due in good time will attract a surcharge on the outstanding balance in an amount equal to 50% of the monthly charge due. If the member disputes any part of a charge due by the member, the member shall pay the undisputed part before the date on which the sum falls due, failing which he/she shall be liable for a surcharge for late payment. THHH also reserves the right to suspend the provision of services (also including, for the sake of clarity, the right to refuse the member access to the workspace) for as long as any charge remains unpaid, or the member fails to perform this agreement.

8 Immediate Termination

- 8.1 In so far as permitted by or under applicable law, THHH may terminate this agreement with immediate effect by notifying the Member to that effect and without the need for any further procedure or proceedings if:
- a) the Member's organisation is declared bankrupt, is in the process of being wound up or is no longer able to pay his/her debts;
 - b) the Member fails to perform any of his/her obligations without the possibility of remedy or the Member fails to remedy the non-performance after having been notified thereof and having received a request for remedy by THHH, within 14 (fourteen) days after such notification; or
 - c) the Member's behaviour or that of a person who is present at the location with his/her permission or at his/her invitation is not compatible with normal professional behaviour.
 - d) the Member fails to comply with applicable anti-money laundering and counter-terrorism financing obligations, including but not limited to the submission of documentation or information required under the Dutch Anti-Money Laundering and Anti-Terrorist Financing Act (Wwft), or if the Member or its Ultimate Beneficial Owner(s) (UBOs) become(s) subject to sanctions, or if the Member's continued engagement poses a legal or reputational risk to THHH.
 - e) THHH shall not be liable for any damages resulting from the exercise of its right to immediate termination under this clause, provided such termination is carried out in good faith in accordance with applicable laws and regulations.
- 8.2 On the termination of this Agreement, the Member must leave the location or premises in the same condition as it was when the Member first commenced his/her use of it. On the departure of the Member, THHH reserves the right to charge a reasonable additional fee for any repairs, except in case of wear and tear due to normal use.

9 Notice

All notices required under this T&C shall be either in writing or in form of email and shall be deemed given a) when delivered personally; b) 5 (*five*) days after mailing, when sent

certified mail, return receipt requested and postage prepaid; or c) 5 (*five*) days after sending the notice by email, regardless of whether such email has been replied.

10 Legal Compliance and Wwft

10.1 The Member acknowledges that The Hague Humanity Hub (THHH) is subject to the Dutch Anti-Money Laundering and Anti-Terrorist Financing Act (“Wet ter voorkoming van witwassen en financieren van terrorisme” – Wwft), as well as related legislation including the Dutch Sanctions Act (Sanctiewet). Accordingly, THHH has an obligation to carry out Customer Due Diligence (CDD) both prior to and during the course of the contractual relationship.

10.2 In compliance with the above, the Member agrees to provide, upon request and without undue delay, all information and documentation required to complete CDD procedures. This may include, but is not limited to:

- a) a valid form of identification (passport or ID) for the Member’s authorized representative(s);
- b) proof of residential address (e.g. recent utility bill);
- c) a current extract from the Chamber of Commerce (not older than six months);
- d) notarial deeds and/or other corporate documents;
- e) a completed Ultimate Beneficial Owner (UBO) declaration and supporting documentation.

THHH may also require identity verification procedures to authenticate the documentation provided.

10.3 The commencement or continuation of the Member’s use of THHH services is conditional upon successful completion of the CDD process. THHH reserves the right to delay, suspend, or terminate the agreement in the event of non-compliance or incomplete information.

10.4 The Member shall notify THHH in writing of any relevant changes within ten (10) working days, including changes in company name, legal form, registered address, directors, authorized representatives, or UBOs. THHH may request supporting documentation to validate such updates.

10.5 The Member acknowledges that THHH may be legally required to report unusual or suspicious activity to the Financial Intelligence Unit (FIU-Nederland), without informing the Member. The Member expressly waives any right to claim damages arising from such reporting, provided it is done in good faith and in accordance with applicable law.

10.6 All data collected and processed pursuant to this Clause shall be handled in accordance with the General Data Protection Regulation (GDPR) and THHH’s Privacy Policy. Where there is a conflict between data protection rules and Wwft obligations, the latter shall prevail. Documentation related to CDD and identity verification shall be securely retained for five (5) years following the end of the contractual relationship or for such longer period as required by law.

11 Privacy Policy

- 11.1 Each Party will comply with all applicable laws related to the collection, storage, use and disclosure of personal information with respect to its activities under this Agreement and shall protect all personal information from unauthorized use, access or disclosure.
- 11.2 Each Party will cooperate with the other Party to reasonably assist in such other Party's compliance with all applicable laws.
- 11.3 In certain circumstances THHH may disclose information about Member to third parties if THHH determine that, in THHH's sole discretion, such disclosure is necessary
- a) to protect THHH's systems, assets, employees, and members;
 - b) to ensure the integrity and operation of THHH's business and systems; or
 - c) to comply with legitimate and enforceable governmental requests, subpoenas or court orders.
- 11.4 In addition to the above, the Member acknowledges that THHH may process and retain personal and corporate data for the purpose of complying with its obligations under the "Wet ter voorkoming van witwassen en financieren van terrorisme" (Wwft) and related regulations. Such data may include, but is not limited to:
- a) copies of identification documents and proof of residential or business address;
 - b) Chamber of Commerce extracts, notarial deeds, and UBO declarations;
 - c) any other documentation required for Customer Due Diligence or identity verification purposes.

Personal data obtained in the context of obligations under the Wwft shall be used solely for the purpose of complying with these statutory requirements and shall be retained for five (5) years following the termination of the agreement, or for such longer period as required by law. THHH shall not be liable for any disclosure of such data to competent authorities made in good faith and in accordance with applicable legal obligations.

12 Intellectual Property

- 12.1 Each Party's Intellectual Property will remain sole property.
- 12.2 THHH grants Member a non-exclusive, non-transferable, royalty-free, limited, license during its Membership to use THHH's logos and trademarks only as needed to promote and present the value and the business of the THHH Community.
- 12.3 The Member grants THHH a non-exclusive, non-transferable, royalty-free, limited, license during its membership to use the Member's logos and trademarks only as needed to promote and present the value and the business of the THHH Community.

13 Confidentiality

- 13.1 Member acknowledges and agrees that during his/her participation in and use of the Services he/she may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by THHH or any participant of use of the Services or any employee affiliate, or agent thereof, that is non-public, confidential or proprietary in nature. Confidential information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of THHH, any analyses, compilations, studies or other documents prepared THHH or otherwise derived in any manner from the Confidential Information that Member is obliged to keep confidential or know or has reason to know should be treated as confidential. Member's participation in and/or use of the Services obligates Member to
- a) Maintain all Confidential Information in strict confidence;
 - b) Not to disclose Confidential Information to any third parties;
 - c) Not to use the Confidential Information in any way directly or indirectly detrimental to THHH or any participant or user of the Services.
- 13.2 Member is responsible for ensuring that Confidential Information, and that of any of his/her employees, remains secure within the space. THHH will not be liable for any unauthorized disclosure of Member's Confidential Information, unless such disclosure occurs as a result of a breach of THHH's confidentiality obligations to Member.
- 13.3 THHH makes no representations about the security of its internet connection, and Member must take reasonable security measures (i.e. encryption) as are necessary for his/her business or enterprise.

14 Limitation of Liabilities

14.1 Extent of THHH's liability

- 14.1.1 In so far as permitted by or under applicable law, THHH is not liable toward the Member in respect of any loss or damage sustained by the Member in connection with this T&C, the services or the workspace of the Member, unless THHH acted intentionally or negligently in causing that loss or damage.
- 14.1.2 THHH is not liable for any loss resulting from a failure by THHH to provide a service due to a technical malfunction, strike, termination of the agreements entered by THHH for the building in which THHH is located or otherwise, unless THHH acts intentionally or negligently in that regard.
- 14.1.3 In the event that THHH is liable for failure to provide any service under this agreement, THHH will, subject to the exclusions and limitations referred to immediately below, compensate the actual and reasonable costs incurred by the Member for obtaining the service elsewhere. If the Member is of the opinion that THHH has failed to provide a service in accordance with these

T&C, the Member must give THHH written notice thereof and grant THHH a reasonable term for remedy (cure period).

14.2 Exclusion of consequential loss or damage

THHH is not liable under any circumstance for any loss of turnover or profits, loss of anticipated savings, loss of or damage to data, third-party claims or for any consequential loss or damage, save where THHH explicitly consents thereto in writing. THHH strongly advises the Member to take out insurance against all such possible losses, damage or costs or liability.

14.3 Financial limitation of THHH's liability

THHH's liability toward the Member is limited in any event as follows:

- a) a maximum of EUR 2.5 million for each instance or series of related instances of damage to the movable property of the Member or injury of the Member;
- b) a maximum of EUR 5 million per year.

15 Severability

In the event that any provision or portion of this T&C is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this T&C shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

16 Indemnification

The Member agrees to defend and indemnify THHH and its affiliates and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of a) Member's breach of this T&C; b) Member's violation of any law or the rights of a third party.

17 Alternative Dispute Resolution

- 17.1 In cases of disputes, the Parties will attempt, in good faith, to resolve any disputes or claims arising out of or in relation to this Agreement or the interpretation of any of its provisions, by means of any of the following Alternative Dispute Resolution methods below before bringing the matter before a competent Court of Law in the country of the Governing Law stated in Article 20:

17.1.1 Negotiation

In this method, both Parties will attempt to amicably resolve the dispute or claim through negotiations between a chosen representative of both Parties. If the

dispute cannot be settled, the following provisions of this Section shall apply.

17.1.2 Mediation

In the event that negotiations between the Parties' representatives do not result in the resolution of the dispute, upon written request by any of the Parties, an independent professional Mediator will be introduced to hear the dispute and aid the Parties in resolving the dispute. The Mediator must be an IMI Certified Professional, which can be found at *International Mediation Institute*. The assignment of the Mediator shall be done with both parties' agreement or if possible, the institution may assign the Mediator to the parties.

If the dispute cannot be settled, the matter will then be brought before a Dutch Court.

18 **Governing Law**

This agreement is governed by and construed in accordance with Dutch law. Both THHH and the Member accept the exclusive jurisdiction of the respective district courts. If any provision in these T&C is not valid or enforceable under the applicable law, the remaining provisions will nonetheless remain in full force. All the rest matters that are not covered in this T&C will be governed by the Dutch law.