

## General Terms and Conditions

1. These terms apply to all offers and agreements and all (other) legal transactions concluded by a Dutch Home B.V. office, hereinafter referred to as the 'Contractor,' with its clients in the capacity of landlord, hereinafter referred to as the 'Client.'
2. General Conditions: these general conditions. The Client's own general conditions have no effect unless expressly accepted by both parties.
3. Agreement: the Service Agreement concluded between the parties.
4. Mediation: the efforts of the Contractor aimed at, for a mediation fee (commission) paid by the Client, bringing the Client into contact with potential tenant(s) so that the Client can enter into a lease agreement for a residential property with a tenant, including the guidance by the Contractor during viewing(s) of one or more residential property(ies) as referred to in Article 7:425 Civil Code.
5. Mediation Fee or Commission: the consideration payable by the Client to the Contractor for its mediation services.
6. Object: the object or objects as described in the Service Agreement or objects subsequently added by the Client.
7. Management: the administrative/financial and/or technical management as indicated in the Service Agreement or these conditions.
8. Management Fee: the consideration payable by the Client to the Contractor for its management services.
9. Contractor: Contractor, the (legal) person to whom the Client has given an assignment in the Service Agreement to perform Mediation or Management, as well as its successors under general or special title.
10. Provisions deviating from these general conditions are only part of the agreement between the parties if and insofar as expressly agreed upon in writing.
11. 'Written' in these General Terms and Conditions also means: by email, WhatsApp, SMS, by fax, or any other means of communication that can be considered equivalent in view of the state of the art and the prevailing opinions in society.
12. The written advice, documents, (appraisal) reports, surveys, etc., to be prepared by the Contractor or provided by the Client will hereinafter be referred to as 'the documents.' 'The documents' mean written documents and works recorded on other media, such as computer disks, USB sticks, or any other data carriers, unless the parties have expressly agreed otherwise in writing.
13. If the Client consists of two or more (legal) persons, they are jointly and severally liable to the Contractor for the fulfillment of all obligations towards the Contractor.
14. The non-application of a (part of a) provision of these general conditions for any reason does not affect the applicability of the other provisions. With regard to a null and void provision or

a provision for which voidability has been invoked, an attempt will be made to align it as closely as possible with the intention of the parties.

15. If the Contractor does not promptly demand performance by the Client, this does not waive the Contractor's right to performance.
16. The Contractor reserves the right to amend these General Terms and Conditions in the event of changed regulations.

## **Article 2. Agreements, assignments**

1. Oral agreements only bind the Contractor and the Client after they have been confirmed in writing by the Contractor or as soon as the Contractor has commenced the execution activities.
2. Additions or changes to the General Terms and Conditions or other changes or additions to the Agreement are only binding after written confirmation by the Contractor.

## **Article 3. Confidentiality**

1. The parties undertake towards each other to maintain confidentiality towards third parties regarding all information concerning the business and/or business operations of the other party, except for information accessible to everyone and in the situations mentioned below. The confidentiality obligation also extends to information contained in reports, drawings, designs, documents, and other data sources that the parties make available to each other in the context of the Agreement. The parties will process and/or use the relevant information solely for the purpose of executing the Agreement and will not disclose it to third parties, unless necessary for the activities to be carried out under the Agreement, or a party is compelled to do so by a court decision or disclosure is based on a legal obligation.
2. Parties are also obliged to impose the provisions of this clause on third parties engaged by them in the execution of the Agreement. Third parties also include companies belonging to the group to which a party belongs.
3. The Client is prohibited from disclosing information received from the Contractor regarding this assignment to third parties without the prior consent of the Contractor, subject to compensation for all damages incurred by the Contractor.

## **Article 4. Integrity**

Parties are aware that in their relationship, care, social acceptability, and integrity (uprightness and incorruptibility) are of essential importance. Each of the parties, including any employees and third parties engaged by a party, guarantees that any conflict between personal and business activities must be avoided. If a party believes that compliance with this article is or may be compromised, it will immediately notify the other party. Parties will then take measures that are adequate and opportune under the circumstances. A party guarantees that any third party (including employees and third parties engaged by that third party) it engages adheres to and complies with the provisions of this article.

It is important to mention that Dutch Home also rents from other offices, and the properties can be placed on the website, but it must be mentioned when the rental prices are not agreed between the landlord and the other office.

## **Article 5. Competent court, applicable law**

1. Dutch law exclusively applies to the Agreement concluded between the Contractor and the Client. Disputes arising from this Agreement will also be settled according to Dutch law.
2. Any disputes will be settled by the competent Dutch court, although the Contractor, to the extent permitted by law, reserves the right to bring a case before the competent court in the place where the Contractor is established if the law does not explicitly prevent it.

## **Article 6. Personal Data**

The personal data of the Client will be included in the administration of the Contractor. The Contractor will not provide data to third parties without the Client's consent. The registered data will only be used by the Contractor for the execution of Agreements concluded with the Client. Upon request from the municipality, police, and other authorities with the appropriate powers, Dutch Home will always cooperate and provide the data if requested.

## **Article 7. Deadlines**

1. Specified deadlines within which the Contractor must have completed the work or delivered the documents and/or services can never be considered as firm deadlines unless expressly agreed otherwise in writing. If the Contractor fails or is delayed in fulfilling its obligations under the Agreement, the Contractor must be formally notified in writing.
2. The Contractor is authorized, regarding the fulfillment of the financial obligations of the Client, to request advance payment or security from the Client before commencing or continuing the work.

## **Article 8. Progress, Execution of the Agreement**

1. The Contractor is obliged to execute the Agreement in a professional, careful manner and in accordance with the standards applicable in its industry.
2. The Contractor cannot be obligated to start the work before having all necessary data in its possession and having received any agreed-upon advance payment.
3. If the Contractor starts the work earlier, as agreed orally and/or in writing, the Client is always obliged to pay.

## **Article 9. Bankruptcy, Incapacity, etc.**

1. Without prejudice to the provisions of the other articles in these terms, the Agreement between the Client and the Contractor is dissolved without judicial intervention and without any notice of default being required when the Client:
  2. is declared bankrupt;
  3. applies for (provisional) suspension of payments;
  4. is subject to enforcement measures;
  5. is placed under guardianship or under administration;
  6. otherwise loses the power of disposition or legal capacity concerning its assets or parts thereof.
7. The provisions of paragraph 1 of this article apply unless the curator or the administrator acknowledges the obligations arising from the Agreement as estate debts.

## **Article 10. Other Provisions**

1. The Client declares to be a justified lessor of the residential space and to have the consent of its mortgage provider, association of owners, or housing corporation to rent out or manage the living space.
2. The Client also declares to have informed its contents or building insurer about renting out the living space.
3. The Client is responsible, during the lease agreement, for regularly inspecting the living space unless explicitly agreed otherwise between the parties.
4. The Client is obligated to provide a copy of the energy label when renting to a new tenant.
5. In accordance with applicable legislation, the Client must, at its own expense and risk, ensure the provision to the tenant of a copy of a valid energy label related to the leased property from this lease agreement.
6. The Contractor will execute the assignment with due care. Any liability of the Contractor or those working on behalf of the Contractor is excluded. The provisions of Article 7:404 of the Dutch Civil Code and Article 7:407(2) are not applicable.
7. It is the Client's right (a part of) its rights and/or obligations from the Agreement to transfer to another party only with the prior written consent of the other party. The Contractor uses services of contractors, self-employed persons, and colleague offices to properly execute the assignment.
8. If a party consists of more (natural and/or legal) persons, they are jointly and severally liable and each for the whole towards the other party for all obligations arising from the Agreement.
9. In interpreting the provisions of the Agreement and the General Terms and Conditions, in case of ambiguity or disagreement, these provisions will not be objected to the party that has written or is deemed to have written the relevant provision, solely because the party was the drafter/presumed drafter.
10. If you disagree with your landlord or tenant about the rent or maintenance of the house? Or about service costs or costs for utilities? And you can't resolve it together? Then you may be able to engage the Rent Committee to make a decision about your problem.

## **Article 11. Client's Obligations, Entitlement to Commission**

1. The Client must ensure that any data required for the execution of the Agreement is provided to the Contractor in a timely manner and in the form desired by the Contractor.
2. The Client will cooperate in every respect to ensure proper execution of the mediation agreement by both parties. The Client will not do anything or omit to do anything that hinders or could hinder the proper execution of this Agreement.
3. If the Client rents out or allows the relevant living space to be used by one or more persons or parties, from whom the Client has obtained the data from the Contractor, the Client owes

the commission to the Contractor, regardless of whether the lease agreement was concluded through the mediation of the Contractor.

4. If, for any reason, the tenant with whom the Client has entered into a lease agreement through the mediation of the Contractor does not reside in the relevant living space, or if the lease agreement for this living space is terminated, annulled, or dissolved, the Client remains obliged to pay the commission, and the Client has no right to a full or partial refund.
5. If a permit is required for the relevant living space, obtaining this permit for the benefit of the Client and/or tenant is at the expense and risk of the Client. The Client is obliged to pay the commission regardless of whether the permit is or will be granted unless otherwise agreed between the parties.
6. If, after agreeing to rent the relevant living space to a tenant proposed by the Contractor, for reasons not attributable to the Contractor, the Client no longer wishes to rent the living space to the relevant tenant, the Client is obliged to pay the Contractor an amount equal to the commission that the Client would have owed to the Contractor if a lease agreement had definitively been concluded with the relevant tenant. In addition, the Client is obliged to indemnify the Contractor for any damage suffered by the relevant tenant.
7. If the obligations mentioned in this article are not fulfilled in a timely manner, the Contractor is entitled to suspend the execution of the Agreement until the moment that the Client has fulfilled these obligations. The costs associated with the incurred delay or the costs for performing extra work or the other resulting consequences are at the expense and risk of the Client.
8. In the case of commission, amounts are always stated excluding VAT unless expressly stated otherwise.

Costs owed by the client, if performed, are as follows:

- Drawing up lease agreement: € 450,-
- Performing credit check: € 350,-

A written/oral agreement on a bidding/formal offer is always considered a draft lease agreement.

This contains the core conditions of the agreement written down together with the identification. Your agreement, both written and/or oral, is binding. As legally stipulated, only the Client is liable for commission. However, it is possible for the tenant to make a supplementary payment to the owner as compensation. This is

arranged openly and transparently as permitted by law. Dutch Home reserves the right to charge administrative costs to the tenant. In this case, it is also possible for the landlord, for example, to bear these costs, just as the tenant bears the costs of the owner. This is also arranged openly and transparently.

#### **Article 12. Duration of Agreement, Effort Obligation of the Contractor**

1. An agreement for mediation is valid for an indefinite period unless agreed otherwise in writing.
2. The Contractor will use its best efforts and knowledge to achieve the desired result by the Client. This is at all times an obligation of effort by the Contractor and not a result obligation. If the aforementioned result is not achieved, this does not release the Client from its

obligations towards the Contractor, except for any obligations explicitly linked to achieving the intended result by both parties.

### **Article 13. Termination and Cancellation of the Mediation Agreement**

Unless agreed otherwise and without prejudice to the rest of the provisions in these general terms, the mediation agreement ends, among other things, by:

- fulfillment of the agreement by the Contractor;
- termination by the Client;
- termination by the Contractor.

The agreement is fulfilled as soon as the intended result is achieved.

The Client and the Contractor are authorized to terminate this agreement at any time.

Parties cannot derive any right to compensation from the termination of the agreement by cancellation unless it is terminated due to the failure to fulfill one or more obligations by the other party.

If the agreement/task is terminated in the period when there are candidates or a reasonable bid has been made, the Client is obliged to pay as discussed in Article 11.

### **Article 15. Liability**

1. If the Contractor mediates in establishing a lease agreement between the lessor and the lessee, the Contractor is never a party to the lease agreement and is not liable for the content and execution of the lease agreement by the parties involved. In no case is the Contractor liable for damage to the Client resulting from the situation that the rent and/or the agreed-upon service (costs) and/or additional one-time fees are not in accordance with the law.
2. The Contractor performs its task as can be expected from a company in its industry but accepts no liability for damage, including consequential damage, business damage, loss of profits, and/or stagnation damage resulting from the actions or omissions of the Contractor, its personnel, or third parties engaged by it.
3. The Contractor is not liable for damage suffered by the Client as a result of actions or omissions by the other party to the lease agreement concluded through the mediation of the Contractor.
4. The limitations of liability stated in this article do not apply if the damage is due to intent and/or willful recklessness of the Contractor.
5. Notwithstanding the provisions of the other paragraphs of this article, liability is at all times limited to the amount of the payment to be provided by the insurer of the Contractor in the relevant case, as far as the Contractor is insured for this.
6. If the Contractor is not insured as referred to in the previous paragraph, liability of the Contractor is at all times limited to once the amount of the commission charged and/or to be charged by the Contractor to the Client.
7. The Contractor is not liable for the consequences of any damage and/or defects to the property present when the tenant accepts the property and/or leaves the property. It is the responsibility of the Client to check the property for any damage and/or defects and, if necessary, address the tenant on this.

8. The Contractor will accept income documents; it is the responsibility of the client to further verify this. Upon request and payment, unless otherwise discussed and confirmed, Dutch Home will perform a credit check via Pararius Credit Check.

#### **Article 16. Payment**

1. Unless agreed otherwise, the Client must pay everything owed to the Contractor within 14 days after the invoice date. This period is considered a firm deadline. In case of late payment:
2. The Client will owe the Contractor default interest of 1% per month, cumulatively calculated on the principal sum. Parts of a month are considered a full month;
3. The Client, after having been urged to do so by the Contractor, will owe at least 15% of the sum of the principal sum and the default interest with a minimum of € 40,- in extrajudicial costs concerning extrajudicial costs.
4. Everything owed by the Client to the Contractor is paid on time by the Client without any appeal to discount, suspension, set-off, or undoing.
5. At the option of the Contractor, in the aforementioned or corresponding circumstances, without further notice of default or judicial intervention, the Agreement may be wholly or partially dissolved, either combined with a claim for damages.
6. If the Client has not paid its payment obligations in a timely manner, the Contractor is entitled to suspend the performance of the obligations entered into with the Client until payment has been made or proper security has been provided. The same applies even before the time of default if the Contractor has reasonable grounds to doubt the creditworthiness of the Client.
7. Payments made by the Client are always used to settle all due interest and costs and then to settle due invoices that have been outstanding the longest unless the Client explicitly states in writing when paying that the payment relates to a later invoice.
8. Upon receipt of the rent and deposit from the tenant to the landlord via the Broker, the Client gives permission to deduct the due commission from it.