

GENERAL TERMS AND CONDITIONS OF Prospective Tenants HOUSESCOUT

I. General provisions

1. Applicability and Definitions

1.1 These General Terms and Conditions for Prospective Tenants, hereinafter referred to as 'GTCPT', apply to all agreements that HOUSESCOUT, hereinafter referred to as 'Broker', enters into with its Prospective Tenants. A Prospective Tenant is understood to be: a person or company that authorizes the Broker for mediation.

1.2 Mediation is understood to mean: the Broker's obligation to make efforts to establish a rental agreement for residential accommodation between the Prospective Tenant and their counterparty, against payment of a fee by the Prospective Tenant, as referred to in Article 7:425 of the Dutch Civil Code.

1.3 The counterparty is understood to be the party that offers a house through HOUSESCOUT, the party that offers a house through another rental broker, the party that offers a house through a manager, or the owner of the house themselves.

1.4 Provisions that deviate from these GTCPT only form part of the agreement between the parties if and insofar as the parties have expressly agreed in writing.

1.5 If the Prospective Tenant consists of two or more (legal) persons, they are jointly and severally liable to the Broker for the fulfilment of all obligations towards the Broker.

1.6 The non-applicability of any (part of a) provision of these GTCPT for any reason does not affect the applicability of the other provisions.

II. Cooperation of the Prospective Tenant in the Execution of the Agreement

2.1 The parties shall not do or omit to do anything that hinders or could hinder the proper execution of this agreement. The Prospective Tenant will fully cooperate in the proper execution of the agreement by both parties, including providing the Broker with all necessary data and documents in a timely manner.

2.2 The Broker will not begin to execute the work until the Prospective Tenant has provided all necessary data and documents and has made any agreed (advance) payment or deposit.

III. Content of the Assignment, Work, and Method of the Broker

3.1 Commission for mediation refers to the Broker's obligation to use best efforts to find suitable rental housing for the Prospective Tenant.

3.2 The Broker's activities will be specified in the commission for services agreement, according to the wishes of the Prospective Tenant and the agreement of the parties at the time of signing.

3.3 In the performance of his duties, the Broker will solely represent the interests of the Prospective Tenant, not those of the renting party.

3.4 The Prospective Tenant will provide the Broker with all necessary information, data, and documents on their initiative to execute the commission. This includes, but is not limited to, a valid identity document, valid proof of residence in the

Netherlands, recent pay slips, employment contracts, recent bank statements showing salary payments, employer declarations, etc. The Prospective Tenant has the right to share this information with third parties as necessary for the fulfilment of the commission.

3.5 Once the Prospective Tenant informs the Broker in writing that they wish to rent a property suggested by the Broker, the Broker will communicate this offer to the renting party. The Prospective Tenant may withdraw this notification within 24 hours after making the offer by informing the Broker by email unless the offer has already been accepted by the renting party. This right lapses after a period of 24 hours.

IV. Fee for Broker's Services

4.1 If the Broker's services result in a rental agreement between the Prospective Tenant and a renting party, the Prospective Tenant owes the Broker a fee (commission). This fee is specified in the mediation commission agreement and is due upon the formation of the rental agreement.

4.2 The fee is considered reasonable for the Broker's services and reflects a market standard rate, independent of the scope of the Broker's work, but linked to the result achieved.

4.3 The Broker has the right to ensure that the Prospective Tenant can only occupy the property after the fee has been paid.

4.4 If the Prospective Tenant or their relations occupy a property whose details were obtained from the Broker, the Prospective Tenant owes the agreed fee, regardless of whether the rental agreement was mediated by the Broker.

4.5 If the Prospective Tenant, for any reason, does not occupy the property for which a rental agreement was mediated by the Broker, or if the rental agreement is terminated, annulled, or dissolved, the Prospective Tenant remains obligated to pay the agreed fee, without any right to full or partial refund.

4.6 If the Prospective Tenant, after informing the Broker as specified in Article 3.5 of these GTCPT, withdraws their offer after the right to withdraw has expired, the Prospective Tenant must compensate the Broker for any damage incurred. This damage will at least consist of the agreed fee that the Prospective Tenant would owe if a final rental agreement were concluded. If the fee is based on the agreed rent and no rent has been agreed, the compensation will be based on the gross rent of the initial rental offer. Additionally, the Prospective Tenant must indemnify the Broker against any damage suffered by the renting party.

4.7 Immediately after the Prospective Tenant and a renting party reach an agreement through the Broker's mediation, the Broker will draft the rental agreement and send it digitally to both parties.

V. Personal Data

5.1 The Prospective Tenant's personal data will be recorded in the Broker's administration. The Broker will not provide data to third parties without the Prospective Tenant's consent, except as required by law or necessary for the execution of the commission. The registered data will be used exclusively by the Broker for the execution of the Prospective Tenant's commission.

VI. Broker's Obligation of Effort

6.1 The Broker will use best efforts to achieve the desired result for the Prospective Tenant. This is always an obligation of effort and not a result obligation. If the result is not achieved, this does not release the Prospective Tenant from their obligations to the Broker, except for obligations expressly linked to achieving the intended result.

VII. Termination and Cancellation of the Agreement

7.1 Unless otherwise agreed and notwithstanding other provisions in these GTCPT, the agreement ends, among other things, by:

- a. Achieving the result intended by the commission through the Broker's efforts;
- b. Termination by the Prospective Tenant;
- c. Termination by the Broker.

7.2 Both the Prospective Tenant and the Broker can terminate this agreement at any time. The Broker will terminate the agreement if they fear that the Prospective Tenant will not fulfil the rental agreement properly, without prejudice to the Broker's rights to payment as provided in these GTCPT.

7.3 Termination by the Prospective Tenant after informing the Broker as specified in Article 3.5 of these GTCPT and after the right to withdraw has expired, does not release the Prospective Tenant from their obligation to compensate and indemnify the Broker as specified in that article.

7.4 Notwithstanding the compensation claims provided in these GTCPT, parties cannot claim compensation for the termination of the agreement unless terminated due to the other party's failure to fulfil one or more obligations.

VIII. Complaints obligation and forfeiture of rights

8.1 Complaints regarding the Broker's work or services must be reported by the Prospective Tenant to the Broker by registered mail within 2 months of discovery, or when the Prospective Tenant should reasonably have discovered it, failing which the Prospective Tenant can no longer invoke any defects in the Broker's performance.

8.2 Claims by the Prospective Tenant against the Broker expire 1 year after the agreement ends.

IX. Liability

9.1 The Broker is not liable for the Prospective Tenant's damages, including consequential damages, business damage, lost profits, and/or delays resulting from the Broker's actions or omissions, their staff, or third parties engaged by them, particularly not for damages resulting from the agreed rent and/or service costs and/or additional one-time fees not being in compliance with the law or subject to legal increase or decrease.

9.2 The Broker is not liable for damages the Prospective Tenant suffers due to actions or omissions by the counterparty in the mediated rental agreement.

9.3 If the Broker is liable for the Prospective Tenant's damages, liability is limited to the amount provided by the Broker's insurer, if insured. If not insured, liability is limited to the fee charged or to be charged for the Broker's services.

9.4 The Broker's liability limitation does not apply in cases of intent or deliberate recklessness by the Broker.

X. Payment

10.1 Unless otherwise agreed or provided in these terms, the Prospective Tenant must pay all amounts owed to the Broker within 14 days of the invoice date, or the commission must be credited to the Broker's account before the rental contract begins. This period is a strict deadline.

10.2 The Prospective Tenant will timely pay all amounts owed to the Broker without any deduction, suspension, set-off, termination, or nullification.

10.3 If the Prospective Tenant fails to timely pay any amount owed:

- a. The Prospective Tenant owes the Broker default interest of 1% per month, calculated cumulatively over the principal amount. Partial months are considered full months;
- b. The Prospective Tenant, after being reminded by the Broker, owes 15% of the principal amount and default interest as extrajudicial costs, with a minimum of €40.00.

10.4 If the Prospective Tenant fails to fulfil any obligation under the agreement, the Broker is entitled to terminate the agreement wholly or partially without further notice or judicial intervention and claim compensation for damages.

10.5 If the Prospective Tenant fails to fulfil their payment obligations on time, the Broker is entitled to suspend the performance of their obligations until payment has been made. The same applies if the Broker has a reasonable suspicion before the occurrence of default that the Prospective Tenant will not meet their payment obligations. The risk of any consequences resulting from the Broker's suspension of obligations lies with the Prospective Tenant.

10.6 Payments made by the Prospective Tenant shall first be applied to settle the accrued interest, then the costs owed, and finally the outstanding invoices due which are longest in arrears, in that order.

XI. Competent court, applicable law

11.1 The agreement between the Broker and the Client is subject exclusively by Dutch law.

11.2 Any disputes shall be resolved by the competent Dutch court, provided that the Broker, insofar as the law does not mandatorily oppose this, has the right to bring a case before the competent court in the location where the Broker is established.