

GENERAL TERMS AND CONDITIONS OF THE LESSOR HOUSESCOUT

I. General provisions

1. Applicability and Definitions

1.1 These General Terms and Conditions of the Lessor, hereinafter referred to as "GTCL," apply to all rental agreements entered into by HOUSESCOUT, hereinafter referred to as "Broker," with its Clients. A Client is understood to be any (legal) person or company that commissions the Broker to provide services for the rental of their property.

1.2 Under mediation is understood: the Broker's obligation to make the efforts to effect a rental agreement for a residential property between the Client and their counterpart, in exchange for a fee paid by the Client, as defined in Article 7:425 of the Dutch Civil Code. The counterpart is understood to be the prospective tenant of the relevant residential property.

1.3 The Client is the party who wishes to rent out the residential property and has commissioned the Broker to provide services for that purpose.

1.4 A prospective tenant is understood to be the potential tenant who wants to rent the Client's property.

1.5 Provisions deviating from these GTCL are only part of the agreement between the parties if and to the extent that the parties have explicitly agreed upon these in writing.

1.6 If the Client 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.

1.7 Written communication includes written documents, emails, and/or app messages or any other form of communication that can be equated with these in terms of the state of technology and prevailing social views.

1.8 These GTCL also apply to management agreements that require the involvement of third parties needed for the execution of Broker's arrangements.

1.9 These GTCL also apply to additional and subsequent assignments.

1.10 The applicability of any general terms and conditions of the Client, regardless of their designation, is explicitly rejected.

1.11 The non-applicability of any provision (or part thereof) of these GTCL, for whatever reason, does not affect the applicability of the remaining provisions.

II. Client's Cooperation in the Execution of the Agreement

2.1 Parties shall not do or omit anything that could impede or may impede the proper execution of the rental agreement. The Client shall cooperate in all respects to ensure the proper execution of the rental agreement by both parties, including by providing the Broker with all necessary information and documents in a timely manner.

2.2 The Broker shall not commence work until the Client has provided all necessary information and documents and any agreed (advance) payment has been made by the Client.

III. Authorisation to Act

3.1 Under authorisation to act refers to the Broker's obligation to use reasonable efforts to find a suitable Prospective Tenant for the relevant residential property for the Client.

3.2 The Broker's tasks may include, depending on the Client's wishes and the agreement between the parties, the following:

- ♣ Advising on the rental of residential property and market conditions;
- ♣ Inspecting the residential property;
- ♣ Determining the rental value of the residential property;
- ♣ Taking photographs of the residential property;
- ♣ Posting photographs and information about the residential property on the Broker's website, various property websites, with other brokers/intermediaries, and/or in other media;
- ♣ Placing a "for rent" sign/poster;
- ♣ Negotiating on behalf of the Client with potential Prospective Tenants regarding the rental agreement;
- ♣ Drafting a written rental agreement and arranging for its signing by both parties;
- ♣ Providing information and clarification about the rental agreement;
- ♣ Ensuring the first payment by the Prospective Tenant is made on time;
- ♣ Organizing the handover of the residential property;
- ♣ Preparing an inspection report (including meter readings, key checks, and inventory of defects).

3.3 The Client shall proactively provide the Broker with all information and documents necessary for executing the assignment and guarantees their accuracy.

3.4 If the Broker's mediation results in a rental agreement for the residential property, the Client owes the Broker the agreed fee (commission).

3.5 The fee is considered reasonable for the work performed by the Broker for the Client in executing the agreement. Parties acknowledge that the fee is a standard market rate and is not linked to the extent of the Broker's work but to the achievement of a result.

3.6 If the Client rents out or allows the residential property to be used by one or more persons or parties whose details were obtained from the Broker, the Client owes the Broker the agreed fee, regardless of whether the rental agreement was concluded through the Broker's mediation.

3.7 If, for any reason, the Prospective Tenant does not move into the residential property or if the rental agreement is terminated, annulled, or dissolved, the Client remains obliged to pay the agreed fee and has no right to a full or partial refund.

3.8 If a housing permit is required for the residential property, obtaining this permit is the Client's responsibility and risk. The Client must pay the agreed fee regardless of whether the permit is granted, unless otherwise agreed by the parties.

3.9 If the Client terminates, frustrates, or is no longer willing to rent the residential property to a Prospective Tenant after negotiations have started, the Client must compensate the Broker for any damages. This includes a fee equal to the agreed commission if a rental agreement were finalized. If no rent price has been agreed upon, the compensation is based on the Client's initial rental offer. The Client must also indemnify the Broker for any damages suffered by the Prospective Tenant.

3.10 As soon as the Client and a Prospective Tenant have reached an agreement on a rental agreement through the Broker's mediation, the Broker will draft the rental agreement.

3.11 The Client declares and guarantees that they have the right to offer and rent the residential property and indemnifies the Broker against any third-party claims and related costs. The Broker accepts no liability in this regard.

3.12 The Client acknowledges that mandatory legislation protects Prospective Tenants against, among other things, termination of the lease by the landlord, excessive rent, incorrect service charges, and excessive one-time fees when establishing rental agreements. The Client determines (in consultation with the Broker) the desired duration of the rental agreement, the rent amount, the security deposit, the service package, and any one-time fees. The Broker accepts no liability for damages resulting from the rental agreement's terms.

3.13 The Client acknowledges that statutory rent protection includes regulations limiting temporary rental contracts to specific cases. If a temporary rental agreement is made in violation of the law, the Prospective Tenant can disregard the temporary nature of the agreement by invoking the law. The Broker accepts no liability for damages resulting from such an invocation of rent protection by the Prospective Tenant.

IV. Personal Data and Intellectual Property

4.1 The Client's personal data will be recorded in the Broker's administration. The Broker will not provide data to third parties without the Client's consent unless required by law or necessary for executing the assignment. The registered data will only be used by the Broker to execute the Client's assignment.

4.2 The Broker retains the rights and powers conferred by the Copyright Act and other intellectual property laws and regulations. The Broker has the right to use the knowledge gained from executing an agreement for other purposes, provided no confidential information from the Client is disclosed to third parties.

V. Obligations Broker and Engagement of Third Parties

5.1 The Broker will use their best efforts and knowledge to achieve the Client's desired or intended result. This is always a best-efforts obligation and not an obligation to achieve a specific result. The Client remains obligated to fulfil their commitments to the Broker even if the result is not achieved, except for any obligations expressly linked to achieving the intended result.

5.2 If necessary for the proper execution of the agreement, the Broker has the right to engage third parties for certain tasks.

5.3 The Broker is not liable for any shortcomings by these third parties.

5.4 Persons engaged in connection with an assignment may wish to limit their liability. The Broker assumes, and hereby stipulates if necessary, that all assignments granted include the authority to accept such liability limitations on behalf of the Client.

VI. Termination and Cancellation of the Agreement

6.1 Unless otherwise agreed and notwithstanding other provisions in these GTCL, the agreement ends, among other reasons, by:

- Achieving the result intended by the Broker's efforts;
- Termination by the Client;
- Termination by the Broker.

6.2 Termination of the agreement by the Client after negotiations with a Prospective Tenant have begun, as mentioned in Article 3.10 of these GTCL, does not release the Client from their liability for damages and indemnification obligations to the Broker as stated in that provision.

6.3 The Client and the Broker may terminate this agreement at any time. The Broker will terminate the agreement if they fear that the Client will not or cannot properly fulfil the rental agreement, without prejudice to their claims for payment as provided in these GTCL.

6.4 Notwithstanding claims for damages as provided in these GTCL, neither party can claim compensation for termination of the agreement, unless termination is due to the other party's failure to fulfil one or more obligations.

VII. Complaints obligation and forfeiture of rights

7.1 Complaints regarding the Broker's work and/or services must be reported by the Client to the Broker by registered mail within 2 months of discovery or when the Client should have reasonably discovered the issue. Failing this, the Client cannot invoke any defects in the Broker's performance.

7.2 The Client's claims against the Broker expire 1 year after the agreement ends.

VIII. Liability

8.1 The Broker is not liable for damages to the Client unless the Client proves the damage is due to the Broker's gross negligence or deliberate misconduct.

8.2 The Broker's liability is limited to the amount the Broker's professional liability insurance covers. If the insurer does not cover the damage, or if the damage is not insured, the liability is limited to twice the commission charged by the Broker.

8.3 The Broker is not liable for indirect damages, including consequential damages, lost profits, lost savings, and damage due to business interruption.

8.4 The Broker is not liable for damage to or by the Prospective Tenant. The Client indemnifies the Broker against any claims by the Prospective Tenant for damages.

IX. Payment

9.1 The Client instructs the Broker to collect from the Prospective Tenant the amounts for the first month's gross rent and the security deposit. The Broker will transfer the collected amounts to the Client, after deducting any amounts owed by the Client to the Broker. If the Client collects the first month's gross rent and security deposit themselves, the Client shall pay the commission owed to the Broker within 7 days after the Prospective Tenant has checked in. This period is considered a strict deadline.

9.2 All amounts owed by the Client to the Broker shall be paid in a timely manner without any appeal for discount, suspension, set-off, dissolution, or nullification.

9.3 In the event of late payment of any amounts owed by the Client to the Broker:

- a. The Client shall owe the Broker a delay interest of 1% per month, cumulatively calculated on the principal amount. Parts of a month are considered a full month;
- b. The Client, after being reminded by the Broker, shall owe 15% of the principal amount and the delay interest for extrajudicial costs, with a minimum of €40.00.

9.4 The Broker is entitled, in the event of non-compliance by the Client with any obligation under the agreement, to dissolve the agreement in whole or in part without further notice of default or judicial intervention and to claim compensation for damages.

9.5 If the Client does not meet their payment obligations in a timely manner, the Broker is entitled to suspend the fulfilment of their obligations until payment has been made. The same applies if the Broker has a reasonable suspicion before the default occurs that the Client will not fulfil their payment obligations. The risk of the consequences of suspension by the Broker is borne by the Client.

9.6 Payments made by the Client shall always be used to settle the owed interest, costs, and finally the outstanding invoices due which are longest in arrears, in that order.

X. Competent court, applicable law

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

10.2 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.

XI. Amendments

11.1 The Broker is entitled to amend these GTCL. The Client is deemed to have accepted the relevant amendments if the Broker does not receive a written protest against the changes within 14 days after the Broker's written notification that an amendment will take place.