

*This translation can only be used in combination with and as explanation to the Dutch text. In the event of a disagreement or dispute relating to the interpretation of the English text the Dutch text will be binding.
These general terms and conditions are subjected to Dutch law.*

GENERAL TERMS AND CONDITIONS

Article 1: Applicability, definitions

1. These Terms and Conditions, hereinafter referred to as 'GT&C', apply to all agreements entered into by W Properties B.V., hereinafter referred to as the 'Agent', with its Clients.
2. Mediation is understood to mean the Agent's obligation to make efforts to establish a lease agreement for a residential space between the Client and the counterparty, as referred to in Article 7:425 BW, in exchange for a fee paid by the Client. The Agent will never accept a mediation assignment from the counterparty of the Client for the same residential space. A search assignment as referred to in Article 3 paragraph 1 of these GT&C (rental) and Article 4 paragraph 1 of these GT&C (leasing) is not part of a mediation assignment. However, a search assignment and a mediation assignment can be combined.
3. If the Client is the party wishing to rent this residential space and has provided the Agent with a mediation assignment, the term 'counterparty' shall refer to the (prospective) lessor of the respective residential space. If the Client is the party wishing to lease this residential space and has provided the Agent with a mediation assignment, the term 'counterparty' shall refer to the (prospective) lessee of the respective residential space.
4. Provisions that deviate from these GT&C will only form part of the agreement concluded between the parties if and to the extent that the parties have expressly agreed to this in writing.
5. If the Client consists of two or more (legal) persons, they are jointly and severally liable towards the Agent for the performance of all obligations towards the Agent.
6. The non-application of a provision (or part of a provision) of these GT&C of Service for whatever reason does not affect the applicability of the other provisions.

Article 2: Client's cooperation in the execution of the agreement

1. Parties shall not do or refrain from doing anything that hinders or may hinder the proper execution of this agreement.
2. The Client shall, in all respects, cooperate in the proper execution of the agreement by both parties, including providing the Agent with all necessary data and documents in a timely manner.
3. The Agent shall not commence the performance of the activities until the Client has provided him with all necessary data and documents and the Client has made the agreed (advance) payment and/or deposit.

Article 3: If the Client is a Housing Seeker (Rental)

Scope of the assignment. Activities and working method of the Agent.

1. A 'search assignment' is understood to mean the Agent's obligation to search for suitable rental housing for the Client.
2. The activities of the Agent may, depending on the wishes of the Client and what the parties agree on at the conclusion of the agreement and any further agreements thereafter, include, among other things, the following components:

Search assignment:

- providing general information about, among other things, finding housing, the local housing market, housing permits, rent subsidies, rental protection, rental prices, registration in the municipal population register;

- surveying the residential preferences/search profile of the Client;
- searching for suitable housing for the Client based on the residential preferences/search profile of the Client;
- organizing one or more viewings by the Client and providing information about one or more property(ies);
- evaluation of viewings with the Client.

Mediation Assignment:

- compiling a complete dossier about the Client and, based on this, proposing the Client as a candidate tenant to potential landlords and making efforts to persuade them to grant the relevant housing to the Client;
- conducting negotiations on behalf of the Client with potential landlords about the contents of the lease agreement;
- establishing a written lease agreement and arranging for both parties to sign the lease agreement;
- providing information about and explaining the lease agreement.

Other activities:

- ensuring that the first payment to the lessor is made on time;
 - organizing the delivery of the residential space;
 - drawing up a reliable inspection report (with photos) in duplicate (including recording of meter readings, key control, inventory check, inventory of defects);
 - ensuring that the lessor fulfills his obligations at the start of the lease agreement;
 - providing support for: maintenance contracts, moving, transportation/purchase of inventory, finding workers for painting, wallpapering, and flooring, etc.;
 - providing support for: a telephone and internet connection and/or a connection to utilities;
 - serving as a first point of contact for the Client during the lease agreement.
3. The Agent will only represent the interests of the Client in the performance of his activities.
 4. The Agent will never act on behalf of both the (prospective) lessor of a residential space and the Client in mediating the conclusion of a lease agreement for that residential space.
 5. The Client shall provide the Agent with all information, data, and documents necessary for the execution of the assignment on his own initiative and vouch for their accuracy. Among other things, this information and documents include, but are not limited to: valid proof of identity, valid proof of residence in the Netherlands, recent salary specification(s), employment contract, recent bank statements (showing salary payments), employer statements, etc.
The Client has the right to share this information, data, and documents with third parties to the extent that it is useful and necessary for the execution of the assignment.
 6. After the Client has informed the Agent of their intention to rent a residential space proposed by the Agent, along with the request for the Agent to communicate this to the landlord and facilitate the creation of a lease agreement with the landlord, the Agent will confirm this notification to the Client via email. The Client has the right to retract this notification within 24 hours of the dispatch of this email notification by informing the Agent via email. This right expires after the 24-hour period. The Client does not have this right if they have communicated their notification to the Agent in writing or via email, or confirmed it in writing in a declaration of intent signed by the Client.

Compensation for Agent's services

7. If a lease agreement for residential space between the Client and a lessor arises from the services provided by the Agent, the Client is obligated to pay the Agent a fee (commission). This fee is specified in the agreement between the parties (service agreement). The Client is required to remit this fee to the Agent upon the establishment of the lease agreement.

8. The fee is deemed to be a reasonable compensation for the services provided by the Agent to the Client in the execution of the agreement. The parties take into consideration that the applicable fee is a market-standard rate not tied to the extent of work performed by the Agent, but rather to the achieved outcome.
9. The Agent has the right to ensure that the Client can only occupy the residential space after the fee has been paid to the Agent.
10. If the Client and/or their associates end up residing in a residential space for which the Client obtained information from the Agent, the Client is obligated to pay the agreed-upon fee to the Agent, regardless of whether the lease agreement was facilitated by the Agent.
11. If, for any reason, the Client does not reside in the residential space for which a lease agreement was facilitated through the Agent's mediation, or if the lease agreement for this residential space is terminated, annulled, or dissolved, the Client remains obligated to pay the agreed-upon fee and is not entitled to full or partial refund.
12. If, after making the notification or written confirmation as referred to in Article 3, Section 6 of these GT&C to the Agent, and after their possible right to retract that notification has expired, the Client still retracts their notification or otherwise frustrates the conclusion of a lease agreement, the Client is obligated to compensate the Agent for the damages suffered. The aforementioned damages will in any case consist of an amount equal to the agreed-upon fee that the Client would owe if a definitive lease agreement were to be concluded for the residential space. If the amount of the agreed-upon fee is based on the rent agreed upon with the prospective landlord and no rent has yet been agreed upon, the damages will be based on the gross rent of the initial rental offer from the prospective landlord. Additionally, the Client is obligated to indemnify the Agent for any damages suffered by the respective prospective landlord.
13. Immediately after the Client and a prospective lessor have reached an agreement on a lease agreement for residential space through the Agent's mediation, the Agent will prepare a confirmation of the essential terms of the lease agreement before drafting a lease agreement to be signed by both parties.

Article 4: If the Client is a Lessor (Leasing)

Scope of the assignment. Activities and working method of the Agent.

1. A 'search assignment' is understood to mean the Agent's obligation to search for a suitable tenant for the Client's rental property.
2. The activities of the Agent may, depending on the wishes of the Client and what the parties agree on at the conclusion of the agreement and any further agreements thereafter, include, among other things, the following components:
 - advising on the rental of residential spaces and market conditions;
 - inspecting the residential space;
 - determining the rental value of the residential space;
 - recording meter readings;
 - taking photos of the residential space;
 - posting photos and information about the residential space on the Agent's website, various residential space platforms, with other brokers/agents, and/or in other media;
 - pre-screening potential tenant(s);
 - negotiating on behalf of the Client with potential tenant(s) regarding the contents of the lease agreement;
 - drafting a written lease agreement and arranging for both parties to sign it.
 - providing information about and explaining the lease agreement;
 - ensuring that the initial payment is made by the tenant in a timely manner.
 - organizing the handover of the residential space;

- compiling a comprehensive inspection report (with photos) in duplicate (including recording meter readings, key verification, inventory check, defect inventory).
3. The Client shall proactively provide the Agent with all necessary information and documents required for the execution of the assignment, and the Client is responsible for their accuracy.

Compensation for Agent's services

4. If, as a result of the Agent's mediation, a lease agreement for the residential space arises for the Client, the Client owes the Agent the agreed-upon fee (commission). This commission is payable by the Client to the Agent within 14 days of the invoice sent by the Agent.
5. The fee is considered a reasonable compensation for the services provided by the Agent to the Client in the execution of the agreement. The parties take into consideration that the applicable fee is a market-standard rate not tied to the extent of work performed by the Agent, but rather to the achieved outcome.
6. The Client instructs the Agent to collect from the tenant the amounts for the first month's gross rent and the security deposit. The Agent will transfer the collected amounts to the Client, after offsetting any amounts owed by the Client to the Agent.
7. If the Client (partially) rents out or (partially) allows the use of the respective residential space to one or more persons or parties, from whom the Client obtained information from the Agent, the Client is obligated to pay the agreed-upon fee to the Agent, regardless of whether the lease agreement was facilitated by the Agent.
8. If, for any reason, the tenant with whom the Client has entered into a lease agreement through the Agent's mediation does not move into the respective residential space, or if the lease agreement for this residential space is terminated, annulled, or dissolved, the Client remains obligated to pay the agreed-upon fee and is not entitled to full or partial refund.
9. If a (housing) permit is required for the respective residential space, obtaining this permit on behalf of the Client and/or tenant is the responsibility and risk of the Client. The Client is obligated to pay the agreed-upon fee regardless of whether the permit has been or will be granted, unless otherwise agreed upon by the parties.
10. If, after negotiations with a prospective tenant have commenced, whether or not the Client has signed an intent declaration to that effect, the Client terminates, frustrates, and/or is no longer willing to rent out the respective residential space to the prospective tenant, the Client is obligated to compensate the Agent for the damages suffered. The aforementioned damages will in any case consist of an amount equal to the agreed-upon fee that the Client would owe if a definitive lease agreement were to be concluded for the residential space. If the amount of the agreed-upon fee is based on the rent agreed upon with the prospective tenant and no rent has yet been agreed upon, the damages will be based on the initial rental offer from the Client. Additionally, the Client is obligated to indemnify the Agent for any damages suffered by the respective prospective tenant.
11. Immediately after the Client and a prospective tenant have reached an agreement on a lease agreement for residential space through the Agent's mediation, the Agent will send a confirmation by email to both parties containing the essential terms of the lease agreements, before creating a lease agreement to be signed by both parties.
12. The Client declares and guarantees in all respects (including with regard to possible claims of any kind by potential other rights holders concerning the residential space, mortgage holders, insurers, (local) authorities, competent agencies, managers, other residential space brokers/agents, Homeowners' Association, and the like) to be authorized to offer the residential space for rent and to rent it out, and indemnifies the Agent against all possible claims by third parties in this matter, and against all extrajudicial and judicial costs incurred by the Agent in this matter. The Agent accepts no liability in this regard.
13. The Client acknowledges being fully aware that, according to mandatory legislation, the tenant of residential space is protected against, among other things, termination of the lease by the landlord, excessively high rents, excessively high or incorrect service costs, and excessively high or incorrect one-time fees when concluding lease agreements. The Client

(and not the Agent) determines the desired duration of the lease agreement, the amount of the rent, the amount of the security deposit, the composition of the service package, the amount of (the advance for) service costs, and/or the amount of any one-time fees. The Agent accepts no liability for damages resulting from the content of the lease agreement, especially regarding its duration, the amount of the rent, the amount of the security deposit, the amount of (the advance for) service costs, the composition of the service package, and the (amount of) one-time fees.

14. The Client declares being aware that the legal rental (price) protection referred to in Article 4, Section 13 of these GT&C also includes provisions that limit the possibility of temporary lease contracts to specific cases. If a temporary lease agreement is concluded in violation of the law or does not meet the applicable criteria, the tenant can ignore the temporary nature of the lease agreement by invoking the law. The Agent accepts no liability for damages resulting from such a valid or invalid appeal to the tenant's rental protection.

Article 5: Personal data

The personal data of the Client will be recorded in the Agent's administration. The Agent will not disclose any information to third parties without the consent of the Client, unless required to do so by a legal obligation and/or it is deemed useful or necessary for the execution of the assignment. The registered data will be used exclusively by the Agent for the purpose of executing the assignment on behalf of the Client.

Article 6: Agent's best efforts

The Agent will exert their best efforts and knowledge to achieve the desired or intended outcome as requested by the Client. This is always an obligation of effort on the part of the Agent and not a guarantee of results. In the event that the desired outcome is not achieved, this does not release the Client from their obligations towards the Agent, except for any obligations expressly tied to the attainment of the intended outcome as mutually agreed upon by both parties.

Article 7: Termination and cancellation of the agreement

1. Unless otherwise agreed and without prejudice to other provisions in these GT&C, the agreement may terminate due to:
 - achieving the desired outcome of the Agent's efforts as specified in the assignment;
 - termination by the Client;
 - termination by the Agent.
2. Termination of the agreement by the Client after providing the notification as referred to in Article 3, section 6 of these GT&C, and after the expiration of their right to retract that notification, does not exempt the Client from their obligation to compensate for damages and indemnify the Agent as specified in the latter provision.
3. Termination of the agreement by the Client after negotiations with a prospective tenant have commenced as referred to in Article 4, section 10 of these GT&C, does not exempt the Client from their obligation to compensate for damages and indemnify the Agent as specified in the latter provision.
4. The Client and the Agent are authorized to terminate this agreement at any time. The Client will terminate the agreement if there is reason to fear that the Client will not or will not properly fulfill the lease agreement to be concluded, without prejudice to their entitlement to payment as provided in these GT&C.
5. Without prejudice to the compensation claims provided for in these GT&C, parties cannot derive any right to compensation upon termination of the agreement by notice of termination, unless such termination is due to a breach of one or more obligations by the other party.

Article 8: Obligation to notify and expiry of rights

1. Complaints regarding the services provided by the Agent and/or services rendered must be communicated to the Agent by registered mail no later than 2 months after discovery, or after the Client should reasonably have discovered them. Failure to do so will result in the Client no longer being able to invoke any defects in the Agent's performance.
2. Claims of the Client against the Agent expire after a period of 1 year from the termination of the agreement.

Article 9: Liability

1. The Agent is not liable for any damage suffered by the Client, including consequential damages, business losses, profit losses, and/or stagnation damages, resulting from their actions or omissions, those of their staff, or those of third parties engaged by them. This includes, in particular, damages suffered by the Client due to the situation where the agreed-upon rent and/or agreed-upon service (costs) and/or any additional, whether one-time or recurring, fees do not comply with the law or can be adjusted through legal procedures.
2. The Agent is not liable for any damage suffered by the Client as a result of actions or omissions of the counterparty in the lease agreement to be concluded or concluded through the mediation of the Agent.
3. To the extent that the Agent is liable for damage suffered by the Client, their liability is limited to the amount of the payout to be provided by the Agent's insurer in the particular case, to the extent that the Agent is insured for this. If the Agent is not insured as described above, their liability is limited to twice the amount of the fee charged and/or to be charged by the Agent to the Client for their services and/or rendered services.
4. Limitation of the Agent's liability for damage suffered by the Client in these GT&C does not apply if and to the extent that the damage is due to the intentional and/or willful recklessness of the Agent.

Article 10: Payment

1. Unless otherwise agreed upon or specified in these terms, the Client must pay all amounts owed to the Agent within 14 days of the invoice date. This period is considered a strict deadline.
2. The Client shall make timely payments to the Agent without any recourse to discounts, suspension, set-off, dissolution, or undoing.
3. In case of non-timely payment of any amount owed by the Client to the Agent:
 - The Client owes the Agent a late payment interest of 1% per month, calculated cumulatively on the principal amount. Portions of a month are considered as a full month;
 - The Client, after being notified by the Agent, owes 15% of the principal amount and the late payment interest for extrajudicial costs, with a minimum of €40.00.
4. The Agent is entitled, in the event of the Client's non-compliance with any obligation under the agreement, without further notice of default or judicial intervention, to wholly or partially terminate the agreement and claim compensation for their damages.
5. If the Client has not fulfilled their payment obligations in a timely manner, the Client is entitled to suspend the fulfillment of their obligations until payment has been made. The same applies if, before the occurrence of default, the Agent reasonably suspects that the Client will not meet their payment obligations. The risk of the consequences of suspension by the Agent is borne by the Client.
6. Payments made by the Client shall always serve to satisfy, in succession, the due interest, the due costs, and the overdue invoices that have been outstanding the longest.

Article 11: Competent court, applicable law

1. The agreement concluded between the Agent and the Client is exclusively governed by Dutch law.

2. Any disputes shall be settled by the competent Dutch court. However, the Agent, to the extent permitted by law, reserves the right to bring a case before the competent court in the jurisdiction where the Agent is established, unless mandatory legal provisions prevent this.