

## GENERAL TERMS and CONDITIONS of SERVICES

### Article 1: Applicability, definitions.

1. These General Terms and Conditions of Service, hereinafter referred to as the 'GTCS', are applicable to all agreements used by Hous2u, concluded with its Clients, which came into effect on January 14, 2024.

2. Mediation shall mean: the best efforts obligation of House2u aimed at bringing about, against payment of a fee by the Client, a rental agreement for living accommodation between the Client and its counterparty (landlord), as referred to in article 7:425 of the Dutch Civil Code. House2u shall never accept an order for mediation for the same accommodation from the Client's counterparty. A search order as referred to in article 3 paragraph 1 of these GTCS (renting) and article 4 paragraph 1 of these GTCS (letting) shall not form part of an order for mediation. A search request and an instruction to mediate can, however, be combined.

3. If the Client is the party wishing to rent this accommodation and has given House2u an order for mediation for this purpose, the other party shall be understood to be the (prospective) lessor of the accommodation in question. If the Client is the party wishing to let the accommodation and has given House2u an instruction to mediate for that purpose, the term "other party" shall be understood to mean the (prospective) tenant of the accommodation in question.

4. Provisions that deviate from these GTCS shall only form part of the agreement concluded between the parties if and insofar as the parties have expressly agreed to this in writing.

5. If the Client consists of two or more (legal) persons they shall be jointly and severally liable to House2u for the performance of all obligations towards House2u.

6. The inapplicability of (part of) a provision of these General Terms and Conditions of Service for whatever reason shall not affect the applicability of the remaining provisions.

7. Being registered and having a brokerage agreement with House2u does not guarantee that the object can be rented out.

8. Unless the parties expressly agree otherwise in writing, the client and House2u do not intend that House2u shall be authorized by the client, as referred to in article 3:60 of the Dutch Civil Code, to perform legal acts in its name or that House2u shall perform legal acts on behalf of the client by virtue of a mandate, as referred to in article 7:414 of the Dutch Civil Code.

### Article 2: Co-operation of Client in the performance of the Agreement.

1. The parties shall do nothing and/or refrain from doing anything that impedes or may impede proper performance of this Agreement. The Client shall in all respects lend its

cooperation to a proper execution of the agreement by both parties, including by making all necessary data and documents available to House2u in a timely manner.

2. House2u shall not commence the execution of the work until after the Client has provided it with all necessary data and documents for this purpose and the Client has made any agreed (advance) payment and/or down payment.

Article 3: If Client is a housing seeker (order to search)

Content of the assignment. Activities and working method of House2u

1. By 'search' is meant House2u's obligation to use its best efforts to find suitable rental accommodation for the Client.

2. House2u's work may, depending on the Client's wishes and what the parties agree on at the conclusion of the agreement and any further agreement thereafter, include the following components:

Search assignment:

- \* providing general information about, the possibilities of finding housing, the local housing market, the housing permits, housing benefit, rent protection, rents, registration in the municipal basic administration;
- \* taking stock of the Client's housing requirements/search profile;
- \* searching for housing suitable for the Client based on the Client's housing requirements/search profile;
- \* organizing one or more viewings by the Client of and providing information about one or more houses;
- \* evaluating viewings with Client.

Mediation assignment:

- \* Collect a complete dossier on Client and, on that basis, proposing Client as a prospective tenant to potential landlord(s) and do everything to ensure that the landlord will assign the housing accommodation in question to Client;
- \* conducting negotiations on behalf of the Client with potential landlord(s) regarding the contents of the lease;
- \* arranging a written rental agreement and arranging for the signing of the rental agreement by both parties;
- \* providing information about and an explanation of the lease agreement.

Other duties:

- \* ensuring that the first payment to the landlord is made in a timely manner;
- \* organizing the delivery of the accommodation;
- \* checking and ensuring that the landlord (or rental agent) provides a proper inspection report (with photos) in triplicate (including recording the meter readings, checking keys, checking inventory, inventory of defects);
- \* ensuring that the landlord fulfills his obligations at the start of the lease;

- \* providing support with: maintenance contracts, moving house, transporting/purchasing inventory, looking for workmen in connection with painting, wallpapering and laying the floor, et cetera;
- \* providing support for: a telephone and internet connection and/or a connection to utilities;
- \* acting as a first-line inquiry point for the Client during the rental agreement (if this has been agreed).

3. House2u shall exclusively represent the interests of the Client in the execution of its activities and not those of the (prospective) landlord.

4. House2u shall never mediate on behalf of both the (prospective) landlord of living space and the Client in the conclusion of a rental agreement for that living space.

5. Client shall provide House2u on its own initiative with all information, data and documents necessary for the execution of the assignment and Client shall guarantee the accuracy thereof. Such information and documents shall include, but not be 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's statements and the like. Client has the right to share this information, data and documents with third parties to the extent useful and necessary for the fulfilment of the assignment.

6. After the Client has notified House2u of its wish to rent a residential accommodation which has been offered by House2u, House2u will notify the landlord and mediate in the formation of a rental agreement with the landlord. House2u shall confirm this notification to the Client by email and/or WhatsApp message. Client will then confirm to House2u, by email message the terms (rental price, deposit and rental period) to which ne/she agrees. Client has no right of withdrawal if he/she has confirmed the conditions (rental price, rental period and deposit) to House2u by email message.

Brokerage Fee(s) for services provided by House2u.

7. If the services provided by House2u result in a rental agreement between Client and a landlord, Client shall owe House2u a fee (brokerage fee). This fee is laid down in the agreement between the parties (commission for services) that arises after the Client has registered online and has agreed with the General Terms and Conditions for Services. This fee has to be settled by the Client to House2u before the keytransfer of the apartment.

8. The fee is a reasonable compensation for the work that House2u performs for Client to conclude an rental agreement. The parties take into account that the fee payable is a common rate in the market that is not linked to the extent of the work to be performed by House2u but to a result to be achieved.

9. As long as the invoice has not been paid, House2u shall be entitled to suspend its work on behalf of the client after informing the client. In that case, House2u shall not be liable for any damage resulting from the suspension.

10. If, after the date of termination of the assignment agreement, an agreement between the client and a third party will be concluded, this agreement shall be deemed to have been concluded through the mediation of House2u. Subject to evidence to the contrary to be provided by the client, and the client shall owe the full fee to House2u, unless the law should dictate otherwise.

11. If, for whatever reason, Client does not move into the accommodation for which a rental agreement has been concluded through **House2u's** mediation, or if the rental agreement for this accommodation is terminated, annulled or dissolved, Client shall remain liable to pay the agreed fee and shall not be entitled to a full or partial refund thereof.

12. If the Client, after having given the notice or written confirmation referred to in article 3 paragraph 6 of these GTC to House2u and after his possible right to withdraw that notice has lapsed, still withdraws his notice or otherwise frustrates the formation of a rental agreement, the Client shall be obliged to compensate House2u for the damage suffered by him. The aforementioned damage shall in any case consist of an amount equal to the agreed remuneration that the Client would owe if a definitive rental agreement were to be concluded for the accommodation. If the amount of the agreed compensation is based on the amount of the rent to be agreed upon with the prospective landlord and no rent has yet been agreed upon, the compensation shall be based on the gross rent of the prospective landlord's initial rental offer. In addition, Client shall be obliged to indemnify House2u for any damages suffered by the prospective landlord in question.

13. Immediately after the Client and a prospective landlord have agreed the rental agreement for a house through the mediation of House2u, House2u shall, before drawing up a rental agreement to be signed by both parties, send a rental confirmation-email of the core terms of the rental agreement in which the terms (the address, rental price, deposit and rental period) are confirmed by the tenant for agreement. Client is obliged to send this rental confirmation-email to House2u before House2u will send a proposal to rent the property to the landlord.

#### 14. Fee amount and payment

The fee(s) for the work mentioned in the order confirmation shall include the reimbursement of expenses incurred and to be incurred by House2u in connection with the assignment, unless otherwise specified in the order confirmation. The compensation is in principle equal to the monthly gross rental price (including advance payment for additional supplies and services and gas, water, electricity) as stated in the rental agreement at the start of the lease, unless otherwise stipulated in the order confirmation. With a minimum of €1,000 excluding 21% VAT. We ask that Client provide the rental conditions in black and white to avoid any misunderstandings.

In most cases House2u will receive an answer from the hiring party within 2-5 working days. If the proposal made at the request of the Client is accepted by the letting party and the Client decides not to accept it, House2u will charge 50% of the proposed rent plus 21% VAT).

15. The fee(s) referred to in Article 3 point 14, is exclusive of 21% VAT and must be paid before acceptance of the housing accommodation.

16. The client shall pay the fee for service proved by House2u 2 days before the key transfer. If the client owes the fee while the rental agreement has not been concluded as referred to in article 3 under points 11 and 12, payment must be made within 7 working days after receipt of the rejection by the tenant. In the event of non-payment, the client shall immediately be in default without further notice of default.

17. If an invoice is not paid before or on the due date stated on the invoice, contractual interest equal to the statutory (commercial) interest rate plus 1% shall be payable on the invoice amount from the due date. If an invoice is not paid even after the first reminder, House2u is entitled to claim extrajudicial collection costs from the client amounting to 15% of the invoice amount with a minimum of € 350 plus 21% VAT.

18. As long as the invoice has not been paid, House2u is entitled to suspend its work on behalf of the client after having notified the client. House2u shall then not be liable for any damages incurred as a result of the suspension.

#### Article 4: If Client is the owner of the residential property (Landlord)

1. The term 'search' means House2u's obligation to use its best efforts to find a suitable tenant for the accommodation in question.

2. The activities of House2u may, depending on the wishes of the Client and what the parties agree on at the conclusion of the agreement and any further agreement thereafter, include:

- \* advising on the rental of housing accommodation and market conditions;
- \* inspecting the housing accommodation;
- \* Determining the rental price of the housing accommodation;
- \* Taking meter readings;
- \* taking photos of the living space;
- \* posting photos and information about the living space on House2u's website, on various housing websites, with other real estate agents/brokers and/or in other social media (Facebook, Instagram, LinkedIn);
- \* posting a for rent sign;
- \* Pre-screening potential tenant(s), via EDR Credit Services.
- \* conducting negotiations with potential tenant(s) on behalf of Client regarding the contents of the lease;
- \* establishing a written rental agreement and arranging for the signing of the rental agreement by both parties;
- \* providing information on and explaining the lease;
- \* ensuring that the first payment is made by the tenant in a timely manner;
- \* organizing the delivery of the living space;
- \* preparing a proper inspection report (with photographs) in triplicate (including recording meter readings, checking keys, checking inventory, listing defects).
- \* carrying out property management (technical and/or Financial) on the request of the Client.

3. The Client shall, on its own initiative, provide House2u with all information and documents necessary within the framework of the execution of the assignment and the Client guarantees their accuracy.
4. If the mediation by House2u results in a rental agreement for the living accommodation for the Client, the Client shall owe House2u the fee (brokerage commission) agreed upon by the parties. This brokerage fee shall be payable by the Client within 14 days of the invoice sent to it by House2u for that purpose and/or shall be deducted from the first rent and deposit paid by the Client to House2u.
5. The fee shall be a reasonable compensation for the work performed by House2u for the Client in execution of the agreement. The parties take into account that the fee payable is a customary rate in the market that is not linked to the extent of the work to be performed by House2u but to a result to be achieved.
6. Client instructs House2u to collect from the tenant the amounts for the first month's gross rent and the deposit. House2u shall transfer the collected amounts to Client, after setting off any amounts owed by Client to House2u.
7. If Client is found to have (co-)let the living accommodation in question or (co-)let it to one or more persons or parties from whom Client has obtained House2u's details, Client shall owe House2u the agreed fee, regardless of whether the rental agreement came about through House2u's mediation.
8. If, for whatever reason, the tenant with whom the Client has concluded a rental agreement through the mediation of House2u does not take up residence in the accommodation concerned, or if the rental agreement for this accommodation is terminated, annulled or dissolved, the Client shall remain obliged to pay the agreed remuneration and shall not be entitled to a full or partial refund thereof.
9. If a (housing) permit is required for the housing accommodation in question, obtaining this permit for the benefit of Client and/or tenant shall be at the expense and risk of Client and Client shall be obliged to pay the agreed fee regardless of whether the permit has been or will be granted, unless the parties have agreed otherwise.
10. If, after commencing negotiations with a prospective tenant, whether or not after the Client has confirmed the agreed terms (rental price, deposit and rental period) per email, the Client terminates, frustrates and/or is no longer willing to rent the accommodation in question to the prospective tenant, the Client shall be obliged to compensate House2u for the damage suffered by it. The aforementioned damages shall in any case consist of an amount equal to the agreed remuneration that Client would owe if a definitive lease agreement were to be concluded for the property. If the amount of the agreed compensation is based on the amount of the rent to be agreed upon with the prospective tenant and no rent has yet been agreed upon, the compensation shall be based on the Client's initial rental offer. In addition, Client shall be obliged to indemnify House2u for any damages suffered by the prospective tenant in question.

11. Immediately after Client and a prospective tenant have reached agreement on a rental agreement for a living space through the mediation of House2u, House2u shall, prior to drawing up a rental agreement to be signed by both parties, send a rental confirmation-email to Client of the core clauses (Address details, rental price, deposit, rental period) of the rental agreements. Client is obliged to answer this rental confirmation-email to avoid misunderstandings.

12. Client declares and guarantees in all respects (including with regard to possible claims of whatever nature by any other entitled party/parties with respect to the housing accommodation, mortgage holder(s), insurer(s), (local) governments, competent authorities, manager(s), other housing intermediary(s), Owners' Association and the like) are entitled to offer and let the accommodation and indemnifies House2u against all possible claims of third parties in this respect and against all extrajudicial and judicial costs to be incurred by House2u in this respect. House2u accepts no liability whatsoever in the matter.

13. Client declares to be fully aware of the fact that, according to mandatory legislation, the tenant of living accommodations is protected against, among other things, termination of the lease by the landlord, against excessive rents, excessive or incorrect service charges and excessive or incorrect one-time fees when entering into lease agreements. The Client (and not House2u) determines the duration of the rental agreement desired by the Client, the amount of the rent, the amount of the deposit, the composition of the service package, the amount of (the advance payment for) the service costs and/or the amount of any one-time fees. House2u does not accept any liability for damages resulting from the content of the rental agreement in particular where it concerns its duration, the height of the rental price, the height of the deposit, the height of (the advance payment for) the service costs, the composition of the service package and the (height of) one-time fees.

14. Client declares to be aware that the legal rental (price) protection referred to in article 4 paragraph 13 of these GTCS also includes regulations that limit the possibility of temporary rental agreements to specific cases and that, if a temporary rental agreement is concluded in violation of the law or does not meet the applicable criteria, the tenant can ignore the temporary nature of the rental agreement by invoking the law.

House2u does not accept any liability for damages resulting from such an appeal, justified or not, to rent protection by the tenant.

#### Article 5: Personal data

The Client's personal data will be included in House2u's administration. House2u shall not provide any data to third parties without Client's consent, unless it is obliged to do so on the basis of a legal obligation and/or it is useful or necessary in the execution of the order. The registered data will only be used by House2u for the purpose of executing the Client's assignment.

#### Article 6: Estate agent's obligation of effort

House2u shall exert itself to the best of its knowledge and ability to achieve the result desired or intended by the Client. This is at all times an obligation of effort on the part of House2u and not an obligation to achieve a result. Failure to achieve a result shall therefore not relieve the Client of its obligations towards House2u, with the exception of any obligations explicitly linked by the parties to achieving the intended result.

#### Article 7: End and termination of the agreement

1. Unless otherwise agreed and without prejudice to the other provisions of these GTCS, the Agreement shall end, by:
  - a. The achievement of the intended result of House2u's efforts with the assignment;
  - b. termination by the Client;
  - c. termination by House2u.
2. Termination of the agreement by the Client after it has given House2u the notice referred to in article 3 paragraph 6 of these GTCS and after its possible right to withdraw that notice has lapsed shall not free the Client from its obligation to pay damages and its obligation to indemnify House2u as referred to in the latter provision.
3. Termination of the Agreement by the Client after negotiations have commenced with a prospective tenant as referred to in article 4 paragraph 10 of these GTCS shall not release the Client from its obligation to pay damages and its obligation to indemnify House2u as referred to in the latter provision.
4. Client and House2u are authorized to terminate this agreement at any time. Among other things, House2u shall terminate the agreement if it fears that the Client will not or not adequately fulfil the rental agreement to be concluded, without prejudice to its claims for payment as provided for in these GTCS.
5. Without prejudice to the claims for compensation provided for in these GTCS, the parties cannot derive any right to compensation from the termination of the agreement by giving notice, unless notice is given due to the other party's failure to fulfil one or more obligations.

#### Article 8: Obligation to complain and forfeiture of rights.

1. Complaints relating to the work carried out and/or services rendered by House2u - must be reported to House2u by registered letter no later than within 2 months of discovery or after the Client should reasonably have discovered them, failing which the Client can no longer appeal to any defects in House2u's performance.
2. Claims of Client against House2u shall expire after 1 year after the agreement has been terminated.

#### Article 9: Liability.

1. House2u is not liable for any damage of the Client, including consequential damage, trading loss, loss of profit and/or stagnation damage, resulting from his actions or omissions, that of his personnel or that of third parties engaged by him, in particular not for damage of the Client resulting from the situation that the agreed rental price and/or the agreed service (costs) and/or the additional one-off or non-recurring fees are not in accordance with the law or are (can be) increased or decreased through legal procedures.
2. House2u is not liable for damages suffered by the Client as a result of acts or omissions of the other party in the rental agreement to be brought about or concluded through the mediation of House2u.
3. Insofar as House2u is liable for damage incurred by the Client, its liability is limited to the amount of the payment to be made by House2u's insurer in the case in question, insofar as House2u is insured for this. If House2u is not insured as referred to above, its liability is limited to twice the amount of the fee charged and/or to be charged by House2u to the Client for its work and/or services.
4. The limitation of House2u's liability for Client's damage in these GTCS shall not apply if and insofar as the damage can be attributed to intent and/or deliberate recklessness on the part of House2u.

#### Article 10: Payment

1. Unless otherwise agreed or provided for in these terms and conditions, the Client must pay all that it owes House2u within 14 days of the invoice date, yet no later than before or at the time that the Client takes receipt of the key(s). This term is considered to be a deadline.
2. All that the Client owes House2u shall be paid by the Client on time without any recourse to discount, suspension, settlement, dissolution or undoing.
3. In case of late payment of all that the Client owes House2u:
  - a. the Client shall owe House2u default interest in the amount of 1% per month, to be calculated cumulatively on the principal sum. Parts of a month shall be considered full months;
  - b. the Client shall owe 15% of the principal sum and the default interest, with a minimum of € 75.00, in respect of extrajudicial costs after having received a reminder from House2u.
4. House2u is entitled, in the event of non-fulfillment by the Client of any obligation under the agreement, to terminate the agreement in full or in part without further notice of default or judicial intervention and to claim compensation for its loss.
5. If the Client has not fulfilled its payment obligations on time, House2u shall be entitled to suspend the fulfillment of its obligations until payment has been made. The same applies if even before entering into default House2u has a reasonable suspicion that Client will not fulfill its payment obligations. The risk for the consequences of suspension by House2u shall be for the account of Client.

6. Payments made by Client shall always serve to pay successively the interest owed, the costs owed and the longest outstanding payable invoices.

#### Article 11: Competent court, applicable law

1. The agreement concluded between House2u and the Client is exclusively governed by Dutch law.

2. Any disputes shall be settled by the competent Dutch court, albeit that House2u is entitled to bring a case before the competent court in Rotterdam, insofar as this is not prohibited by mandatory law.

#### Article 12: Miscellaneous

12.1 These general provisions apply to the registration and mediation insofar as not otherwise apparent from these provisions.

12.2 Changes in or deviations from these general provisions, contract(s) concluded between the parties and/or additional or deviating stipulations are only effective if the parties have recorded and signed these in writing.

12.3 The nullity or non-binding nature of a provision of these general provisions or the agreement for professional services does not mean that the general provisions or the agreement for professional services as a whole are null and void or non-binding. In place of the void or invalid provision the parties shall agree on a suitable arrangement, which comes as close as legally possible to the intention of the parties and the economic result sought by them.

12.4 The failure of a party to take any action in the event of non-performance in respect of any provision of these general provisions or the contract of assignment by the other party, or the permitting or tolerating of a deviation from any provision of these general provisions or the contract of assignment, cannot be regarded as a waiver of rights.

12.5 The headings ("headings") above the various provisions in the contract or the general provisions have no independent meaning. These headings are only added for reasons of clarity and do not affect the interpretation of the provisions in this agreement.

12.6 If any provision in the agreement(s) concluded between House2u and the client is in conflict with any provision of these general terms and conditions, the provision of the agreement(s) shall prevail.

12.7 House2u reserves the right to supplement and/or amend the general provisions at any time.

12.9 The Dutch text of the general terms and conditions prevails over any translations thereof.



#### Article 13: Privacy policy House2u

The "Privacy policy House2u" mentioned on the website is part of the general terms and conditions. Client declares to have read it. On request the document Privacy policy House2u can be provided to you separately.

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