

## The General Terms and Conditions

*This text is a translation of the original Dutch text. Google Translate was used for the translation. This may possibly lead to ambiguities. The Dutch text is normative.*

Mondico Multiprojects B.V. apply to all legal relationships between the contractor and the client, subject to changes in these conditions which must be confirmed explicitly and in writing by both parties. In the General Terms and Conditions Mondico Multiprojects B.V. the client, the party giving the order and the contractor are understood to mean: Mondico Multiprojects B.V.

All assignments, with the exclusion of Articles 7: 404 and 7: 407 paragraph 2 of the Dutch Civil Code, are exclusively accepted and executed by Mondico Multiprojects B.V. All stipulations of these General Terms and Conditions have also been made for the benefit of all other persons who work with, for or on behalf of Mondico Multiprojects B.V. are employed.

### I General provisions

1. These General Terms and Conditions apply to services relating to real estate. Unless otherwise indicated, real estate or properties are immovable property and limited rights to it.
2. In the event of an assignment by more than one (legal) person, each of them is jointly and severally liable for the amounts paid to Mondico Multiprojects B.V. pursuant to 6. the assignment. to owe.
3. In the event of the death of the client, the assignment ends at the time when Mondico Multiprojects B.V. becomes aware of the death. The provisions of Article II.20 apply mutatis mutandis.
4. Claims for fees, disbursements and other costs incurred are due and payable if and as soon as the assignment has been executed or ends for another reason, unless these conditions show otherwise or the client and Mondico Multiprojects B.V. otherwise agree. Client and Mondico Multiprojects B.V. can agree payment in advance by the client. Disbursements and other

- costs can be invoiced to the client by means of an interim settlement.
5. An invoice sent to the client must be paid by the client within 14 days of the invoice date or much earlier or later as agreed in writing by the parties. In the absence of timely payment, the client will be requested once more to make payment, after which the client is in default without further reminder or notice of default from Mondico Multiprojects B.V. is required. In case of default, the client is Mondico Multiprojects B.V. an interest rate due on the total outstanding invoice amount equal to the statutory interest applicable at that time (Article 6: 120 BW). Extrajudicial and judicial collection costs are for the account of the client, whereby the amount of these costs is at least 15% of the outstanding amount per assignment.
6. When engaging third parties, Mondico Multiprojects B.V. as much consultation as possible with the client. Mondico Multiprojects B.V. is not liable for any shortcoming of these engaged third parties. Mondico Multiprojects B.V. is also not liable if - part of - the assignment is performed outside the Netherlands by Mondico Multiprojects B.V. or by members of Mondico Multiprojects B.V.
7. If the client has suggestions how Mondico Multiprojects B.V. can improve its services or has comments about the execution of (part of) the order for services and / or valuation of Mondico Multiprojects B.V. the client can report this to the contact person or management under whose responsibility the assignment for service / valuation assignment is carried out.

### II Services regarding the conclusion of contracts Assignment

1. Unless otherwise stated in this chapter, an assignment is understood to mean an assignment for the provision of services with regard to the realization of an agreement regarding real estate and the provision of other advisory activities.
2. Mondico Multiprojects B.V. ensures that the client has information about

- the rights and obligations arising from the assignment and the usual course of events in transactions / advice regarding real estate.
3. Unless otherwise agreed, the client has the following services available under its assignment:
    - discussion of and advice regarding the options for reaching the intended agreement;
    - estimate of the value (s) of the property concerned;
    - paying attention to legal, fiscal, architectural and other important aspects;
    - advice on conducting negotiations;
    - assistance with settlement.
  4. Mondico Multiprojects B.V. refrains from accepting an assignment with regard to a property for which it already has an assignment from another client. As soon as it follows from an ongoing assignment that Mondico Multiprojects B.V. provides that client with a service with regard to real estate in respect of which it should simultaneously provide a service to another client under another pending assignment, while the provision of the service to one client is contrary to the interest of the other client, Mondico consults Multiprojects B.V. with each of these clients. In consultation with Mondico Multiprojects B.V. the clients are left the choice of which client Mondico Multiprojects B.V. the relevant transaction will continue to occur and to which client Mondico Multiprojects B.V. will return the instruction issued to it in respect of that relevant transaction. In case the clients cannot make a choice in this regard, Mondico Multiprojects B.V. authorized to choose.
  5. The assignment as such does not hold a proxy to Mondico Multiprojects B.V. to conclude agreements on behalf of the client. However, powers of attorney may be attached to the assignment and they can also be issued later.
  6. The client refrains from activities that Mondico Multiprojects B.V. may hinder or interfere with its activities in the performance of its duties. The client does not use similar services from others than Mondico

Multiprojects B.V., unless other agreements have been made in writing. He brings outside Mondico Multiprojects B.V. no agreement is concluded and no negotiations are conducted. Candidates, including existing tenants, will be referred by the client to Mondico Multiprojects B.V.

7. If a client gives instructions to several contractors, the provisions of this chapter apply in full to each of these assignments and the client is therefore obliged to pay disbursements, expenses and commission in accordance with this chapter, subject to one or more of these contractors in this respect expressly other agreements have been made.
8. An assignment runs indefinitely. This ends, among other things, by:
  - fulfillment;
  - withdrawal by the client;
  - refund by Mondico Multiprojects B.V.Mondico Multiprojects B.V. has fulfilled its mission as soon as the intended agreement has been concluded and / or the advice has been completed. Fulfillment of the assignment does not affect its obligation arising from the assignment to assist the client in the settlement. In the case of agreements for which the final conclusion or the obligation to execute, pursuant to a clause belonging to the agreement, depends on a suspensive or resolute condition, the fulfillment of the assignment also depends on it. Refund of the order by Mondico Multiprojects B.V. is only possible for a serious reason. In any case, the following are considered as a serious reason:
  - the situation described in Article II.4, second and following sentences;
  - disruption of the relationship between Mondico Multiprojects B.V. and client.The withdrawal or return of an assignment must be made in writing, with due observance of a notice period of one month. Upon termination or suspension of the assignment, costs may be charged in accordance with the provisions of

Article II, 18, 19 and 20. After the end of the assignment, brokerage obligations may arise in accordance with the provisions of Article II.11.

9. If the client decides to take the object into its own use again or to put it into use with an affiliated company, the client will owe commission.

### **Brokerage**

10. The client is at Mondico Multiprojects B.V. commission payable if an agreement is concluded during the term of the assignment, even if it deviates from the assignment (e.g. sale instead of rental, rental instead of sale or rental or sale of available space (s) other than on which the assignment relates). In such cases, the parties will consult each other about the amount of the commission, taking as a starting point the usual rates in the industry for those transactions. This also applies if the object is auctioned during the term of the order. The commission is also due if the agreement finally concluded is not the result of Mondico Multiprojects B.V. services rendered.
11. The client also owes brokerage if the agreement is concluded after the end of the assignment but is the result of acting in violation of Article II.6 or the agreement is concluded with candidates who were already known during the assignment period. Barring evidence to the contrary, this is presumed to be the case if the agreement is concluded within six months of the end of the assignment. If the assignment ends as a result of cancellation by the client and the client observes a term during the cancellation, the aforementioned six-month period is much shorter than the time between when Mondico Multiprojects B.V. receives written notice of the revocation and that the assignment ends.
12. If an agreement that has been concluded is not executed due to the default of one of the parties or for any other reason, this will be the 1.right of Mondico Multiprojects B.V. unaffected by brokerage.

13. The brokerage commissioned by the client to Mondico Multiprojects B.V. is due, will be recorded in the completed order. The amount of the commission depends on the type and content of the concluded agreement, even if it deviates from the assignment and regardless of whether the agreement is concluded during the term of the assignment or after its termination. The amount is determined by what Mondico Multiprojects B.V. and the client have agreed.
14. Under the conclusion of an agreement is also understood the participation by the client in an act as a result of which the real estate is sold in whole or in part, rented or allocated to the client and / or a third party and in connection therewith the execution of the assignment does not find any further progress.
15. No commission is payable on the costs associated with the conclusion and performance of an agreement, such as notarial costs and transfer tax. The indebtedness and the amount of the commission are not affected by what the parties to the agreement mutually agree.
16. In case Mondico Multiprojects B.V. due to the actions of its client, it is not possible to determine the amount over which it can charge brokerage fees, it has the right to determine this amount according to its own valuation and the commission calculated on this amount is due.
17. The commission is payable and due at the time of the conclusion of the agreement. For purchase and sale, this can be for notarial transport. Parties may also agree otherwise. In all other cases, the agreement is concluded at the moments as described in Articles II.8 and II.14, unless the parties agree otherwise in those cases. The costs as described in Article II.18 can be invoiced in the meantime.

### **Costs and compensation**

18. Unless otherwise agreed, the client will reimburse the costs Mondico Multiprojects B.V. for the benefit of the client. This could include promotion costs (including costs for

project boards, advertising costs, light-printing costs of drawings, (color) brochures, etc.) and disbursements (costs paid to third parties, such as costs for the preferential rights or costs of a government agency or the Land Registry. for information that is requested). Mondico Multiprojects B.V. has to make promotional costs and the size thereof. to consult with its client in advance. The liability also applies if the assignment is suspended or ends by revocation, refund or otherwise.

19. Without prejudice to the provisions of Article II.18, the client who withdraws or suspends an assignment for services is also Mondico Multiprojects B.V. owe a fee. Unless otherwise agreed, this compensation is equal to 20% of the commission corresponding to the last asking price used, but amounts to at least EUR 5,000 plus VAT.
20. Client and Mondico Multiprojects B.V. may, if there is reason to do so, declare that the provisions of Article II.19 apply mutatis mutandis in case the assignment ends in a manner other than by cancellation.
21. If Mondico Multiprojects B.V. Pursuant to the provisions of Article II.4, the assignment is returned to either client, the client to whom the assignment has been returned to Mondico Multiprojects B.V. owe reasonable compensation in good consultation with this client for the work performed up to that time.

### III Valuation

1. In this chapter an assignment is understood to mean an assignment to give a value assessment and to issue a report in this respect. An assignment for an appraisal does not imply an assignment to carry out an architectural inspection.
2. The report includes the name of the client, a brief, business description of the appraised, the corresponding cadastral data, the requested opinion on the value (s) and the type thereof, an indication of special circumstances with which the purpose of the valuation and the date on which it was carried out have not been taken into account.

The report is issued to the client. If he has obtained written permission for this from Mondico Multiprojects B.V., the client may provide the report or data from it for inspection or make it available to third parties. Mondico Multiprojects B.V. accepts responsibility for the content of the report only vis-à-vis the client. Permission to make the report or data thereof available for inspection or disclosure to third parties does not in any way imply an acceptance of responsibility towards third parties. The client is obliged to inform the third party or parties.

3. They jointly report on an assignment to several contractors. Their joint findings are expressed in this report. If the contractors fail to reach joint conclusions, they will consult with the client regarding the release of a report in which their differing conclusions appear.

### IV Liability

1. Any liability of Mondico Multiprojects B.V. is limited to direct financial loss and to the amount covered in the relevant case under the professional liability insurance of Mondico Multiprojects B.V. is paid out, plus the amount of the deductible that is charged to Mondico Multiprojects B.V. in the relevant case under the applicable insurance contract. coming. Mondico Multiprojects B.V. has taken out professional liability insurance customary in the industry.
2. In case of a collegial assignment Mondico Multiprojects B.V. not liable for damage due to attributable shortcomings, tort or otherwise caused by a fellow broker (skantoor) in the execution of the assignment. In the event of a collegial assignment, these General Terms and Conditions prevail over those of the fellow broker.
3. Any claim for compensation for damage lapses if the client does not notify Mondico Multiprojects B.V. in writing within a reasonable time after he should reasonably have discovered the shortcoming. reported the shortcoming. This is in any case the case if the report was not made within one year of discovery.

4. After five years counting from the day of the provision of the advice, any rights of the client towards Mondico Multiprojects B.V. lapse with regard to damage caused by possible shortcomings and / or errors of Mondico Multiprojects B.V. in the execution of the agreement.
5. The client is towards Mondico Multiprojects B.V. liable for direct damage that Mondico Multiprojects B.V. suffers due to incorrect or incomplete information provided by the client.

#### **V Money Laundering and Terrorist Financing Prevention Act**

1. The client confirms by signing the order confirmation that it is or has not been involved in any way in the money laundering and / or financing of terrorism as described in the Money Laundering and Terrorist Financing (Prevention) Act.
2. The client will refrain from activities that are in conflict with the WWFT for the duration of the assignment.
3. The client is obliged to provide all relevant information in a timely manner that Mondico Multiprojects B.V. reasonably needs to meet its obligations under the WWFT.

#### **VI Governing Law**

On all legal relationships between client and Mondico Multiprojects B.V. Dutch law is exclusively applicable. Disputes will only be settled by the competent Dutch court.

The General Terms and Conditions of Mondico Multiprojects B.V. have been filed with the Chamber of Commerce.