

General Terms and Conditions – Rental and purchase brokerage

Housing & Co.

Article 1. Definitions

- 1.1. The capitalised words are defined as follows in these general terms and conditions unless expressly indicated otherwise or determined otherwise by the context:

Company:	The legal entity or the natural person who acts in the pursuit of his profession or company;
Housing & Co.:	The user of these general terms and conditions: Housing & Co., established at Nieuwezijds Voorburgwal 91 in Amsterdam, Netherlands, registered with the Chamber of Commerce with CoC number 87702606;
Rental Agreement:	The rental agreement or a comparable agreement between the Customer and a lessor;
Customer:	The natural person or legal entity who concluded an agreement with Housing & Co.;
Purchase Agreement:	The purchase agreement or a comparable agreement between the Customer and a seller;
Agreement:	The agreement between Housing & Co. and the Customer based on which Housing & Co. brokers the rental or purchase of a property by the Customer;
Natural Person:	The natural person not acting in the pursuit of his profession or a company;
In Writing/Written:	In writing or by email.

- 1.2. Unless the context determines otherwise, the definitions set out above used in the singular will also refer to the plural.

Article 2. General

- 2.1. These general terms and conditions govern all Agreements concluded between Housing & Co. and the Customer in relation to rental or purchase.
- 2.2. Any deviations from these general terms and conditions will only be valid insofar as agreed on In Writing.
- 2.3. These general terms and conditions also govern additional engagements and subsequent engagements related to rental or purchase brokerage. The Customer with whom an Agreement was previously concluded subject to these general terms and conditions will be considered to have accepted the applicability of these general terms and conditions with respect to any Agreements concluded with Housing & Co. at a later time.
- 2.4. Housing & Co. expressly rejects the applicability of the general (purchase) conditions of the Company acting as the Customer.
- 2.5. If one or more provisions of these general terms and conditions are found to be invalid or void, the remaining provisions of these general terms and conditions will remain in full force and effect. Housing & Co. will replace the invalid or void provisions, in which respect the purpose and scope of the original provision(s) will be observed as much as possible.
- 2.6. Insofar as Housing & Co. does not require strict compliance with these general terms and conditions at all times, this will not mean that their provisions will not apply or that Housing & Co. loses any right to require strict observance of the provisions of these general terms and conditions in any other cases.

- 2.7. Housing & Co. has the right to amend these general terms and conditions during the period of the Agreement. The Customer will be informed of the new version of the general terms and conditions and their effective date In Writing. If the amended general terms and conditions have adverse consequences for the Customer, the Customer can terminate the Agreement with effect from the day on which the amended general terms and conditions take effect.

Article 3. Offer

- 3.1. The offer of Housing & Co. is non-binding.
3.2. Manifest errors or mistakes in Agreements, email messages, or on the website of Housing & Co. will not be binding to Housing & Co.
3.3. Listed prices and rates do not apply automatically to future Agreements.

Article 4. Conclusion of the Agreement and exclusivity

- 4.1. The Agreement will be concluded at the moment on which both parties sign the Agreement (by digital means) or at the moment on which the Customer has expressly accepted the offer of Housing & Co. in any other way.
4.2. These general terms and conditions have been provided to the Customer before or at the conclusion of the Agreement.
4.3. The Agreement will be concluded based on exclusivity. Without the prior Written permission of Housing & Co., the Customer may not engage a third party which brokers the rental or purchase of property during the effective period of the Agreement.

Article 5. Reflection period

- 5.1. If the Customer is a Natural Person, he will have the right to dissolve the Agreement concluded remotely or the Agreement that was not concluded at the offices of Housing & Co. for a period of 14 days following its conclusion. Such dissolution can take place by means of a Written statement.
5.2. If the execution of the Agreement was started at the explicit request of the Customer before the expiry of the dissolution period and the Customer dissolves the Agreement during the dissolution period, Housing & Co. will charge an amount to the Customer pro rata the part of the Agreement that has already been executed.

Article 6. Cancellation

- 6.1. If the Customer is a Company and cancels the Agreement or if the Customer is a Natural Person who cancels the Agreement after the expiry of the dissolution period, the work already performed up to the moment of cancellation will be charged to the Customer.
6.2. Cancellation must take place In Writing.

Article 7. Effective Period of the Agreement and termination of the Agreement

- 7.1. The Agreement will be concluded for a definite period of 1 year.
7.2. The Agreement will end:
a. After the effective period unless the parties agree to renew the Agreement;
b. Because of the completion of the Agreement;
c. Because of cancellation of the order by the Customer;
d. Because of dissolution by either party.
7.3. In case of rental, the Agreement will be completed at the moment on which the Customer and the lessor sign the Rental Agreement.
7.4. In case of purchase, the Agreement will be completed at the moment on which the Customer and the seller sign the Purchase Agreement.

Article 8. Amendments to the Agreement

- 8.1. If it becomes clear during the execution of the Agreement that the work to be performed must be amended or supplemented to ensure its proper execution, the parties will mutually decide to amend the agreement in a timely fashion.
8.2. Housing & Co. will inform the Customer if the amendment or addition to the Agreement has financial and/or qualitative consequences.

Article 9. Execution of the Agreement

- 9.1. All obligations of Housing & Co. arising from the agreement are best-effort commitments.

- 9.2. Housing & Co. will carry out its work to the best of its ability as a careful professional. However, Housing & Co. cannot guarantee that it will achieve any intended result. Housing & Co. does not guarantee that it will find a suitable property for the Customer or that a property in which the Customer is interested can be visited.
- 9.3. Housing & Co. has the right to engage third parties, purchase goods from third parties, engage services from third parties, and to have the Agreement fully or partially implemented by third parties, without the need for prior notice to the Customer.
- 9.4. Housing & Co. will never be required to perform work that violates its professionalism, a right of a third party, a statutory obligation, or common ethical standards.
- 9.5. Housing & Co. will inform the Customer of the progress of the work at its request.

Article 10. Execution period

- 10.1. If Housing & Co. and the Customer have agreed on an execution period for the work, this period will only be indicative. Housing & Co. does not offer any guarantees in relation to the agreed execution periods and late execution does not give the Customer the right to claim compensation.
- 10.2. If a communicated delivery period is exceeded due to an event beyond the control of Housing & Co. which cannot be attributed to it, as, inter alia, set out in Article 17 of the general terms and conditions, this period will be automatically renewed by the period with which it exceeded the delivery period due to such an event.

Article 11. Obligations of the Customer

- 11.1. The Customer will ensure that all data designated by Housing & Co. as necessary for the execution of the Agreement or of which the Customer should reasonably understand their necessity will be made available to Housing & Co. in a timely fashion.
- 11.2. If the information provided by the Customer is incomplete and/or incorrect, any consequences will be entirely at the expense and risk of the Customer.
- 11.3. The Customer is required to immediately inform Housing & Co. of any facts and circumstances that may be relevant to the execution of the Agreement.
- 11.4. The Customer will refrain from all activities that may impede the engagement granted to Housing & Co. and/or which could hinder Housing & Co. in the execution of the engagement.
- 11.5. The Customer indemnifies Housing & Co. against any claims by third parties which have suffered damage related to the execution of the Agreement attributable to the Customer.
- 11.6. The Customer must cooperate with the obligations of Housing & Co. based on the Dutch Act on Prevention of Money Laundering and Financing of Terrorism.
- 11.7. The Customer must attend the visit appointment on time. If the Customer does not attend the visit appointment on time, the duration of the visit may be reduced.
- 11.8. If the Customer does not attend the visit appointment without cancelling the appointment in a timely fashion and a new appointment must be made, Housing & Co. has the right to charge additional costs to the Customer. The Customer will be informed of these additional costs in advance.
- 11.9. If the Customer fails to (fully) fulfil its obligations vis-à-vis Housing & Co. that arise from this Agreement, these general terms and conditions, or legal provisions (in a timely fashion), or if the Customer acts illegitimately vis-à-vis Housing & Co., the Customer will be liable for all damage suffered by Housing & Co., including loss of turnover.

Article 12. Position of Housing & Co.

- 12.1. Housing & Co. is in no way liable for the damage resulting from the fact that a lessor or seller, potentially after negotiations conducted by Housing & Co. on behalf of the Customer, does not conclude a Rental Agreement or Purchase Agreement with the Customer.
- 12.2. Housing & Co. will not be liable for the consequences of actions by the lessor or seller. Housing & Co. is not liable for the manner in which the lessor or the seller fulfils its obligations as a lessor or seller after signing the Rental Agreement or Purchase Agreement.

Article 13. Brokerage fee for rental and purchase

- 13.1. The brokerage fee which the Customer owes to Housing & Co. is set out clearly in the Agreement.
- 13.2. If the brokerage fee equals the rent for 1 month, this rent also includes, insofar as applicable, the fee due monthly by the Customer for renting tangible objects from the lessor.
- 13.3. VAT will be due on the brokerage fee.

- 13.4. The brokerage fee is invoiced immediately after the Customer agrees to the draft Rental Agreement and is invited for digital signing.
- 13.5. In case of purchase, the brokerage fee will be invoiced immediately after signing the Purchase Agreement.
- 13.6. The brokerage fee will also be due after the termination of the Agreement if:
 - a. Housing & Co. offers satisfying evidence that the conclusion of the Rental Agreement or the Purchase Agreement is the result of the services provided by Housing & Co. to the Customer during the effective period of the Agreement;
 - b. The Customer acted in violation of Article 4.3.
- 13.7. If the brokerage engagement was granted to Housing & Co. by 2 or more persons, each person will be jointly and severally liable for the payment of the brokerage fee due to Housing & Co. pursuant to the Agreement and/or these general terms and conditions.
- 13.8. If the lessor or the seller invokes a resolutive condition set out in the Rental Agreement or the Purchase Agreement, the Customer must immediately inform Housing & Co. and will not owe the brokerage fee to Housing & Co.

Article 14. Payment

- 14.1. The Customer must pay the invoice prepared by Housing & Co. within 7 days of the invoice date and before the key transfer takes place.
- 14.2. If the payment period is exceeded and the Customer is a Company, it will owe a delay interest of 1.5% per month or the applicable statutory interest for commercial transactions if the latter is higher than the aforementioned percentage as of the date on which the sum due has become exigible until the moment of payment.
- 14.3. If the payment period is exceeded and the Customer is a Natural Person, he will from the date on which the due sum has become exigible until the time of payment owe the statutory interest for consumer transactions in accordance with Article 6:119 DCC.
- 14.4. All collection costs arising from the moment of default of the Customer, both judicial and extrajudicial, will also be borne by the Customer.
- 14.5. The extrajudicial collection costs will be 15% of the principal with a minimum of € 100,- if the Customer is a Company.
- 14.6. If the Customer is a Natural Person, the extrajudicial costs will be determined in accordance with the Dutch Collection Costs Act.
- 14.7. The claims of Housing & Co. on the Customer will become immediately exigible in case of liquidation, bankruptcy, attachment, or suspension of payments of the Customer.
- 14.8. Once the Customer is in default, Housing & Co. will have the right to suspend all its work for the Customer with immediate effect. Housing & Co. will inform the Customer of the suspension of its work In Writing. Housing & Co. will not be liable for any damage suffered by the Customer because of the suspension.
- 14.9. All payments will first cover the costs due, followed by the interest and the oldest principal.
- 14.10. Housing & Co. will retain possession of the goods, data, documents, and the like it received or generated in the context of the Agreement, despite an existing obligation to return these, until the Customer has paid all amounts due to Housing & Co.

Article 15. Complaints

- 15.1. The Customer must submit complaints about the work to Housing & Co. In Writing as soon as possible after their discovery. The notice of default must give a detailed description of the shortcoming in order to give Housing & Co. the opportunity to respond adequately.
- 15.2. If Housing & Co. considers the complaint valid, Housing & Co. will, if possible, perform the work as agreed upon.
- 15.3. The liability of Housing & Co. will always be limited in the manner set out in Article 16 of these general terms and conditions.
- 15.4. The Customer is required to give Housing & Co. the opportunity to resolve shortcomings attributable to it or mitigate or resolve the damage arising from these shortcomings within a reasonable period.
- 15.5. Complaints will not suspend the payment obligation of the Customer.

Article 16. Liability and expiration

- 16.1. Housing & Co. cannot be held to pay compensation for any damage which is a direct or indirect result of:

- a. An event that is beyond its control and thus cannot be attributed to it, as inter alia defined in Article 17;
 - b. Any act or omission of the Customer, its subordinates, or other persons who perform work for or on behalf of the Customer.
- 16.2. The Customer will always be responsible for the accuracy and completeness of all information it provides. Housing & Co. will never be liable for any damage which is (in part) caused by the fact that the data and documents provided by the Customer are incorrect and/or incomplete or by observing the instructions given by the Customer. The Customer indemnifies Housing & Co. against any claims in this respect.
- 16.3. Housing & Co. does not guarantee the accuracy of the data provided by the (potential) lessor or (potential) seller. Housing & Co. will also not be liable if it becomes clear that a (potential) lessor or a (potential) seller has provided incorrect and/or incomplete information to Housing & Co and/or the Customer.
- 16.4. Housing & Co. will not be liable for damage caused by actions of the lessor, the seller, or a third party.
- 16.5. Housing & Co. will not be liable if the result arising from the work performed by Housing & Co. does not meet the expectations of the Customer.
- 16.6. Accessing a property for a visit will take place entirely at the risk of the Customer. Housing & Co. will not be liable for any damage suffered by the Customer during a visit.
- 16.7. If the work of Housing & Co. does not lead to a Rental Agreement or a Purchase Agreement, Housing & Co. can never be held liable for this.
- 16.8. Housing & Co. will not be liable for the consequences of a hack.
- 16.9. Housing & Co. will never be liable for indirect damage, including consequential damage, loss of profits, loss of turnover, lost savings, delay damage, reputation damage, imposed fines, labour costs, the costs of (temporary) accommodation, other accommodation costs, and damage due to business standstill.
- 16.10. If Housing & Dutch is found to be liable for any damage or if a limitation of liability set out above is not permitted by law, the liability of Housing & Co. will be limited to the amount paid by the insurer of Housing & Co. If the insurer refuses to provide payment or if the damage is not covered by the insurance, the liability of Housing & Co. will be limited to maximum the amount paid by the Customer for the work to which the liability relates, insofar as this does not violate any mandatory legal provision.
- 16.11. Housing & Co. will only be liable if the Customer immediately and properly holds Housing & Co. in default In Writing, designating a reasonable period to remedy the shortcoming, and if Housing & Co. still attributable fails to fulfil its obligations after this period.
- 16.12. The provisions of this article, as well as all other limitations and exclusions of liability set out in these general terms and conditions, also apply for the benefit of all (legal) entities/persons engaged by Housing & Co. for the execution of the Agreement.
- 16.13. The Customer indemnifies Housing & Co. against claims by third parties vis-à-vis Housing & Co. concerning events, acts, or omissions for which Housing & Co. is not liable pursuant to the above. The Customer is required to pay Housing & Co. all costs, damage, and interest it may incur as a direct or indirect result of a claim filed against it by a third party within the meaning of this paragraph.
- 16.14. Any claim based on a shortcoming in the work performed will expire 1 year after the event to which the damage relates.

Article 17. Force majeure

- 17.1. Force majeure includes but is not limited to extreme weather conditions, theft, floods, earthquakes, acts of terrorism, obstructions by third parties, government obstructions, virus infection or hacking by third parties, strikes, traffic obstructions, unrest, war, or war hazards, Internet and power outage, disruptions in email traffic, fire, government measures, epidemics, pandemics, boycott, and illness or personal (family) circumstances of the natural person who executes or must execute the Agreement on behalf of Housing & Co.
- 17.2. Force majeure also includes a non-attributable shortcoming of a third party engaged by Housing & Co. for the execution of the Agreement.
- 17.3. Housing & Co. also has the right to invoke force majeure if the circumstances that affect the (further) fulfilment of the Agreement occur after Housing & Co. should have fulfilled its obligations.
- 17.4. In case of force majeure, Housing & Co. will not be obliged to pay compensation for any direct or indirect damage and will be relieved from the obligation to execute the Agreement. It

will depend on the circumstances of the case whether Housing & Co. will be partially or fully relieved from its obligation, or if the implementation will only be suspended. If the Agreement can be executed (in an amended form), both Housing & Co. and the Customer will be required to make use of this opportunity.

Article 18. Suspension and dissolution of the Agreement

- 18.1. Housing & Co. will have the right to suspend the fulfilment of its obligations or to dissolve the Agreement without judicial intervention by means of Written notice, if:
- a. The Customer fails to (fully) fulfil its obligations arising from the Agreement and the Customer fails to observe a notice of default which grants it a reasonable period to fulfil its obligations. A notice of default will not be required if compliance has become permanently impossible;
 - b. Housing & Co. learns of circumstances – after the conclusion of the Agreement – that give it a reason to fear that the Customer will not meet its obligations.
- 18.2. Housing & Co. has the right to dissolve the Agreement in the interim without judicial intervention by means of a Written notice if Housing & Co. has compelling reasons to do so, such as but certainly not limited to the following circumstances:
- a. The partnership between the Customer and Housing & Co. has become severely disrupted;
 - b. The Customer imposes requirements on the desired property in combination with a maximum rent or purchase price that are not realistic and/or in line with market standards;
 - c. Housing & Co. also accepted a brokerage engagement from the lessor or the seller of a home which the Customer wishes to rent or purchase.
- 18.3. Housing & Co. also has the right to dissolve the Agreement if circumstances arise that make the execution of the Agreement impossible, if its execution can in all reasonableness and fairness no longer be expected, or if other circumstances arise due to which the unaltered continuation of the Agreement can no longer reasonably be expected.
- 18.4. Housing & Co. has the right to dissolve the Agreement if the Customer requests or is granted suspension of payments, if the Customer is declared bankrupt or applies for bankruptcy, or if the Customer is unable to pay its debts, is placed under guardianship, or if an administrator is appointed.

Article 19. Confidentiality

- 19.1. Both parties undertake to observe the confidentiality of all confidential information obtained in the context of the Agreement from each other or another source. Information will be confidential if the other party has indicated this, or if this follows from the nature of the information. The party receiving confidential information will only use this information for the purpose for which it was provided.
- 19.2. If Housing & Co. is required to share confidential information with third parties designated by law or a competent court pursuant to a statutory provision or judicial ruling, and Housing & Co. cannot invoke a right of refusal acknowledged or permitted by the competent court, Housing & Co. will not be required to provide compensation or indemnification, and the Customer will not have the right to dissolve the Agreement.

Article 20. Personal data

- 20.1. Housing & Co. processes personal data in accordance with the General Data Protection Regulation (GDPR). The Customer can consult the Housing & Co. privacy statement for more information about the processing of personal data, available at [link to privacy statement on the website].

Article 21. Expiry date

- 21.1. To the extent not determined otherwise in these general terms and conditions, all claims of the Customer on any grounds vis-à-vis Housing & Co. will expire at least 1 year after the moment on which the Customer became aware or could reasonably have become aware of the existence of these legal rights.

Article 22. Competent court and applicable law

- 22.1. All disputes related to Agreements between the Customer and Housing & Co. will be submitted to the competent court in the district where Housing & Co. is established. If the

- Customer is a Natural Person, he can choose to settle the dispute before the court competent by law within 1 month after Housing & Co. invoked this article In Writing.
- 22.2. All Agreements between Housing & Co. and the Customer are governed by the laws of the Netherlands.