

MEDIATION TERMS AND CONDITIONS PROPERTY MANAGER AMSTERDAM (POTENTIAL TENANTS)

Definitions:

Property Manager Amsterdam, domiciled at Le Mairekade 155, 1013 CC Amsterdam, the Netherlands.

Client: any natural person or legal entity, which tasks Property Manager Amsterdam with finding a residential property and mediate on behalf of the client with all providers.

Mediation: the obligation of Property Manager Amsterdam to make an effort aimed at bringing the Client into contact with potential landlords within the area covered by Property Manager Amsterdam, with the objective of concluding a tenancy agreement between the Client and the landlord for a residential property, which includes among other things, perform a market research, set viewings, accompanying the Client on viewings and review a tenancy agreement. In reviewing the tenancy agreement, Property Manager Amsterdam acts solely on behalf of the Client and not on behalf of the landlord or Real Estate agency. Property Manager Amsterdam operates on a no cure, no pay basis. The Client only owes a fee for the services provided by Property Manager Amsterdam following successful mediation and the signing of the tenancy agreement for a residential property.

Article 1: Establishment of contract, registration

1.1 This contract is established on signature by the Client of the completed Property Manager Amsterdam registration form or by the Client submitting a completed online registration form on www.PropertyManager.nl/Register.

1.2 Property Manager Amsterdam is dependent on the range of residential properties on the market and on rental of the property being awarded by the landlord. Registration provides no guarantee of a residential property being found.

Article 2: Registration fee and documents to be produced

2.1 The Client does not have to pay a registration fee. Registration is valid for 3 months from the date of signature of the registration form.

2.2 Property Manager Amsterdam commences its assignment after the Client has filled out and sends the registration form. By filling out the registration the Client declares to have a valid ID and a proof of his/her financial situation (for employees by means of a signed contract of employment, recent salary slips and/or a recent employment statement; for entrepreneurs by means of a recent and original registration at the Chamber of Commerce and an original auditor's report) and that these documents will be send to Property Manager Amsterdam before making up the tenancy agreement.

Article 3: Property Manager Amsterdam assignment

3.1 Property Manager Amsterdam pledges, for a fee, to furnish the Client with information on issues relating to finding and renting a residential property, to search for a residential property, act as Client mediator and as intermediary to review a tenancy agreement between the Client in the capacity of tenant on the one hand and a third party in the capacity of landlord on the other.

3.2 Property Manager Amsterdam activities may include the following:

- Prior to establishing the tenancy agreement, inventorying, selecting and presenting suitable residential properties and all related tasks;
- Inventorying the Client's wishes with respect to residential properties;
- Searching for suitable residential properties;
- Accompanying and evaluating viewings and providing information on one or more residential properties;
- Insofar as the Client wishes, furnishing information on, among other things, the options for finding residential properties, the local housing market, occupancy permits, registration in the municipal database and similar matters;
- Proposing the Client to potential landlords as a potential tenant and making an effort to have the rental of the property awarded to the Client;
- Review a written tenancy agreement, including any negotiations to be conducted with the landlord prior to the conclusion of the agreement;
- Providing support on delivery of the residential property at the start of the rental period;
- Provide information on and explaining the tenancy agreement and the clauses it contains;
- Insofar as the Client wishes, assisting in: taking over items from previous tenants, maintenance contracts, the removal, transport/purchase of contents, finding tradesmen for painting, wallpapering and/or laying floors etc.;
- Insofar as the Client wishes, arranging telephone and Internet connections and connection to utilities.

3.3 Unless the parties specifically agree otherwise in writing, the Client and Property Manager Amsterdam do not intend that Property Manager Amsterdam is authorized by the Client, as stipulated in article 3:60 of the Civil Code, to conduct legal transactions in his/her name or that Property Manager Amsterdam conducts legal transactions for the account of the Client based on an authorization, as stipulated in article 7:414 of the Civil Code.

3.4 Partly due to its dependence on third parties for obtaining information, Property Manager Amsterdam cannot guarantee that the information it provides is accurate, complete and up-to-date.

3.5 The Client must take care of and is responsible for registration in the applicable municipal and other databases.

3.6 The Client declares that he/she is aware that in some cases a good tenant reference may be required from a previous landlord in order to establish a tenancy agreement.

3.7 The Client declares that he/she is aware and agrees to the fact that Property Manager Amsterdam has and will get permission from several potential landlords of residential properties to present these residential properties in several media, amongst other Property Manager Amsterdam and third parties websites.

Article 4: Duration and termination of contract

4.1 The contract is concluded for 3 months as of the date on which the registration form is filled out, sent and received by Property Manager Amsterdam.

4.2 The validity of the mediation fee is terminated by (among others) cancellation or by the tasks arising from the assignment being completed. The assignment is completed following delivery of the residential property to the Client on signature by the Client of the

inspection report to this end and receipt by the Client of the key(s) to the residential property in question.

4.3 The Client is entitled to terminate this contract at any time.

4.4 Without prejudice to the obligation of the Client to pay the fee for the tasks conducted by and the costs incurred by Property Manager Amsterdam, the parties may derive no rights to compensation on termination of the contract, unless the contract is terminated or dissolved due to breach of contract.

4.5 Insofar as the mediation contract obliges Property Manager Amsterdam to represent the interests of the Client, this obligation ends on termination of the mediation contract.

Article 5: Payment of fees owed to Property Manager Amsterdam

5.1 If a tenancy agreement results from the activities of Property Manager Amsterdam on behalf of the Client, the Client must pay Property Manager Amsterdam a one-off fee on the day of acceptance of the residential property by the Client for the tenancy agreement arising from the services provided by Property Manager Amsterdam, this fee must be paid to Property Manager Amsterdam immediately following acceptance. The fee is one calendar month plus 21% VAT, in case the tenancy agreement is for a period less than 5 months the fee is 50% of one calendar month plus 21% VAT. Gross rent is defined as the basic rent plus any fees for supplies and services. Acceptance of the residential property is by signature by the Client of the Property Manager Amsterdam letter of intent or approval of the acceptance e-mail or, in the absence thereof, by signature of the tenancy agreement by the Client and landlord.

5.2 If the Client has accepted the residential property offered by Property Manager Amsterdam orally or in writing, the landlord has awarded rental of the property to the Client and the Client subsequently decides not to rent this property, the Client always owes Property Manager Amsterdam a cancellation fee of 50% of the mediation fee as stipulated in article 5.1. The Client must pay Property Manager Amsterdam this cancellation fee within 48 hours.

5.3 The mediation fee as stipulated in article 5.1 and the cancellation fee as stipulated in article 5.2 are subject to 21% VAT.

5.4 The property to be rented to the Client will not be made available to the Client until all due payments have been made to Property Manager Amsterdam.

5.5 If the Client and/or his/her associates take up residence in a property for which the details were provided to the Client by Property Manager Amsterdam, the Client owes Property Manager Amsterdam the full mediation fee as stipulated in article 5.1, irrespective of whether the tenancy agreement was established as a result of Property Manager Amsterdam activities.

5.6 If, for whatever reason, the Client does not take up residence in the property, and/or the tenancy agreement in question is terminated, destroyed or dissolved, the Client is still obliged to pay Property Manager Amsterdam the mediation fee and the Client is not entitled to a full or partial refund of this sum.

5.7 If the Client comprises more than one natural person and/or legal entity, they are all severally liable towards Property Manager Amsterdam for compliance with all the obligations of the Client.

Article 6: Permit

6.1 If the Client is eligible for a residential property for which a municipal permit is required, then the acquisition of this permit is for the account and risk of the Client. The Client is therefore obliged to pay the fee, irrespective of whether the permit is issued.

Article 7: Liability

7.1 All communications, promises and agreements furnished by Property Manager Amsterdam and its employees are at all times deemed to be on condition of approval by the landlord and/or owner of the property in question.

7.3 Property Manager Amsterdam cannot be held liable for the way in which landlords fulfill their obligations after the tenancy agreement has been concluded. The Client will have to deal directly with the landlord or property manager in this respect. The Client indemnifies Property Manager Amsterdam from any liability due to damage of any kind caused by the owner and/or landlord and/or third parties.

7.4 Property Manager Amsterdam cannot be held liable for consequences arising from inaccuracies, omissions, nullities and/or void abilities in the tenancy agreement.

Article 8: General terms and conditions of Property Manager Amsterdam, place of residence and governing law

8.1 The General Terms and Conditions of Property Manager Amsterdam (March 2015 version) apply to this contract. On signature of this contract, the Client declares that he/she has received a copy of these terms and conditions. In all cases, these Mediation Terms and Conditions will prevail over the General Terms and Conditions.