



## GENERAL TERMS AND CONDITIONS Prime Realty Partners B.V.

### Article 1 Definitions

In these Terms and Conditions the following definitions apply:

<b>Prime Realty Partners B.V.:</b>	Prime Realty Partners B.V. as well as all legal entities and companies associated with it in a group within the meaning of Section 2:24b of the Civil Code;
<b>Assignment:</b>	The agreement(s) of assignment as described in article 3 of these Terms and Conditions;
<b>Assignment Confirmation:</b>	The receipt of the by Client signed document in which the Assignment is recorded by Prime Realty Partners B.V.;
<b>Client:</b>	The contractual counterparty of Prime Realty Partners B.V. of the Assignment;
<b>Parties:</b>	Prime Realty Partners B.V. and Client;
<b>Compensation:</b>	The by Client owed compensation to Prime Realty Partners B.V. for the by Prime Realty Partners B.V. carried out services;
<b>Conditions:</b>	These general terms and conditions;

### Article 2 Applicability

- 2.1 These Terms and Conditions are applicable to all Assignments and are part of all agreements between Prime Realty Partners B.V. and Clients and are applicable to all related (legal) acts of Prime Realty Partners B.V..
- 2.2 The applicability of possible deviating terms or conditions of the Client are explicitly rejected by Prime Realty Partners B.V..
- 2.3 If and insofar as there should be a discrepancy between the Dutch text of the Terms and Conditions and any translation thereof, the Dutch text will prevail at all times.

### Article 3 Assignment

- 3.1 The Assignment is defined as:
- a. The agreement of which Prime Realty Partners B.V. undertakes, in respect of one or more Clients, against payment of the Compensation, to provide services with purpose of establishment of agreements regarding real estate and/or rights of this between the Client(s) and thirds;
  - b. The agreement of which Prime Realty Partners B.V. undertakes, in respect of one or more Clients, against payment of the Compensation, to provide services c.q. to deliver products that are directly or indirectly connected to real estate in the broadest sense of the word, such as offices, stores, factories, premises, houses, etc.
- 3.2 The agreement is established at the moment that Prime Realty Partners B.V. receives the Assignment Confirmation or any period earlier as soon as Prime Realty Partners B.V. at the request of or after consultation with the Client (or



one or more of its employees) commences with the execution of the Assignment.

#### Article 4 Execution of the Assignment

- 4.1 Exclusively Prime Realty Partners B.V. applies to Client as contractor. The articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code do not apply.
- 4.2 Exclusively Prime Realty Partners B.V. executes the by them accepted Assignments to the best ability with consideration of the fair concerns of Client, but does not guarantee achievement of any intended result.
- 4.3 When executing an Assignment Prime Realty Partners B.V. are allowed to involve one or more people that are not directly or indirectly associated with Prime Realty Partners B.V.. A failure of such a person can only be allocated to Prime Realty Partners B.V. Terms and Conditions if the Client demonstrates that the choice of Prime Realty Partners B.V. of this person has not been diligent.
- 4.4 The Client will refrain from activities that hinder and/or prevent the proper execution of the Assignment for the duration of the Assignment.
- 4.5 The Client is obliged to cooperate with Prime Realty Partners B.V. and to make all relevant information available in a timely manner that is or may be necessary for good and fast execution of the Assignment by Prime Realty Partners B.V..
- 4.6 For all rightness, completeness and reliability of the to Prime Realty Partners B.V. supplied data and documents is Client responsible, also when these data and documents originate via or from thirds. Prime Realty Partners B.V. assumes that the information that they receive by or because the Client or which they are associated with of the execution of the Assignment otherwise receives is correct and complete.
- 4.7 Unless otherwise agreed in writing in the Assignment Confirmation, the Client is not permitted to make any statement regarding real estate or items on which the Assignment relates to, giving assignments of the same or comparable scope to third parties during the duration of the Assignment.

#### Article 5 Proxy

- 5.1 The Assignment does not include the mandate or proxy to conclude agreements regarding real estate on behalf of the Client with one or more third parties or to perform a legal act for the account of the Client.
- 5.2 Proxy's or mandates may be attached to the Assignment. If this occurs after acceptance of the Assignment by Prime Realty Partners B.V., these only apply after explicit written acceptance of which by Prime Realty Partners B.V..

#### Article 6 Duration and ending of the Assignment

- 6.1 An Assignment continues for an indefinite period of time.
- 6.2 An Assignment of an indefinite period of time finishes by cancellation and completion. Every Party is authorized to cancel. Unless otherwise written agreements in the Assignment Confirmation, cancellation of an Assignment for an indefinite period of time must be in writing with consideration of a notice period of 2 months.



- 6.3 Unabated to the determined of the previous paragraphs of this article, each of the Parties are authorized to terminate the Assignment with immediate effect by written cancellation because of a serious attributable failure by the other Party in the fulfilment of its obligations arising from the Assignment, a serious disruption in the relationship between Parties as well as suspension of payment or bankruptcy of the other Party.
- 6.4 At ending of the Assignment – by cancellation or completion – the Client is held to Prime Realty Partners B.V. the owed Compensation, in accordance with what is discussed in the Assignment Confirmation and in article 7 of these Terms and Conditions, to provide as well as to reimburse costs to Prime Realty Partners B.V. made by Prime Realty Partners B.V. at the execution of or in association with the Assignment made costs.

#### Article 7 Compensation and costs

- 7.1 The amount of the Compensation or the principles for calculating the Compensation depends on the execution of the Assignment, which will be confirmed by Prime Realty Partners B.V. in the Assignment Confirmation.
- 7.2 If determination of the Compensations in accordance with the Assignment Confirmation recorded appears not or not within a reasonable term possible, is Prime Realty Partners B.V. entitled to determine the amount of the Compensation on basis of generally acceptable standards.
- 7.3 If the nature of the established agreement deviates from the Assignment without further agreements made in advance regarding the amount of the Compensation, the Client owes the Compensation calculated in the usual way, or, in lack thereof, the amount of Compensation of which is determined by Prime Realty Partners B.V. on basis of generally acceptable standards.
- 7.4 Unabated the stated in article 6, the client who withdraws or suspends an assignment of services is also liable to owe a compensation to Prime Realty Partners B.V.. This compensation is, unless otherwise agreed, equal to the pro-rata share expected Compensation for the completed assignment.
- 7.5 When an established agreement is not carried out for whatever reason, leaves the right of Prime Realty Partners B.V. to a Compensation unaffected.
- 7.6 The Compensation and the additional costs are unless explicitly written differently in the Assignment Confirmation, increased with the legally owed sales tax.
- 7.7 The Client owes Prime Realty Partners B.V. the disbursements, advertising costs and other reasonable costs that Prime Realty Partners B.V. for the benefit of the Client in the execution of or in association with the Assignment makes and has made unless otherwise agreed upon in writing in the Assignment Confirmation.

#### Article 8 Payment

- 8.1 In case an Assignment is provided by more than one Client, is everyone of them jointly and severally liable for all obligations that for them towards Prime Realty Partners B.V. ensue out of or hold associations with the Assignment.
- 8.2 Unless otherwise written agreements in the Assignment Confirmation, claims against the Client for the Compensation owed are claimable if and as soon as the Assignment is carried out or for another reason ends.



- 8.3 All amounts charged to the Client must be completed without discount, settlement or withholding within 14 days after the invoice date or as much earlier as the payment via the work of Prime Realty B.V. established agreement is carried out by the involved parties or the Assignment for any other reason ends. Client is not entitled to suspend any payment obligation towards Prime Realty Partners B.V..
- 8.4 In the absence of timely fulfilment of its payment obligations towards Prime Realty Partners B.V. is Client in default without a reminder or notice of default obligated by Prime Realty Partners B.V.. In this case are all claims of Prime Realty Partners B.V. on Client, for whatever reason, immediately claimable.
- 8.5 In case of default of Client, Client will owe interest on the unpaid amounts of 2% per calendar month, whereby part of a calendar month counts as a whole calendar month. Furthermore, the Client is obligated to pay compensation for the costs incurred by Prime Realty Partners B.V. to make extrajudicial and judicial collection costs to be incurred, amounting to at least 15% of the unpaid amount with a minimum amount of € 250 per Assignment.
- 8.6 Payments by Client are initially deducted from the due collection costs, after in deduction of the owed rent and lastly in deduction of the unpaid declarations.

#### Article 9 Liability and indemnification

- 9.1 With the exception of intent or gross negligence, any liability of Prime Realty Partners B.V. for any damage suffered by the Client during or in connection with the execution of the Assignment is excluded. For the total damage suffered by the Client, which forms a legal result of an event or series of interrelated events for which Prime Realty Partners B.V. is legally liable, Client is entitled to compensation that is at most equal to the amount equal to the Compensation.
- 9.2 Neither Client nor Prime Realty Partners B.V. can within the framework of this Assignment be held accountable for any indirect damage suffered by the other.
- 9.3 The determined of the two preceding paragraphs also apply if the Client claims compensation on the basis of a right taken over or acquired from another party.
- 9.4 Prime Realty Partners B.V. is not liable for damage that is partly caused by incorrect or incomplete information provided by the Client or caused by the fact that information from public sources is incorrect.

#### Article 10 Expiry periods

- 10.1 All claims and powers expire of Client towards Prime Realty Partners B.V. after the lapse of one year after completion of the Assignment or, in case of damage, after the lapse of one year after the event of which damage directly or indirectly ensues of which Prime Realty Partners B.V. is liable.

#### Article 11 Confidentiality

- 11.1 Client will not disclose or provide to third parties the by Prime Realty Partners B.V. provided information, such as the content of Valuations, reports, advice or other whether or not written expressions of Prime Realty Partners B.V., unless required by any (inter)national law or other (professional) rule to disclose.



- 11.2 Prime Realty Partners B.V. is entitled to mention the name of Client and the broad lines of the carried out work, unless otherwise agreed upon in writing in the Assignment Confirmation.
- 11.3 Prime Realty Partners B.V. and Client will impose their obligations on grounds of this article on third parties involved by them.

Article 12 Intellectual property

- 12.1 Prime Realty Partners B.V. reserves all rights with regards to products of the mind, which Prime Realty Partners B.V. uses or has used in the context of the exchange of the Assignment, as far as these arise from the law.
- 12.2 The Client is explicitly forbidden to reproduce, disclose or exploit these products, including computer programs, system designs, working methods, advice, (model)contracts and other intellectual products of Prime Realty Partners B.V., all this in the broadest sense of the word, with or without the involvement of third parties, unless Client had obtained prior written permission of Prime Realty Partners B.V.. Client is allowed to multiply parts for use within the own organisation as far as fitting within the goal of the Assignment. In the event of premature termination, the foregoing agreement applies.

Article 13 Dutch Anti-Money Laundering and Anti-Terrorist Financing Act

- 13.1 Client confirms by signing of the Assignment Confirmation that they are not in any way involved or have been involved with money laundering and/or financing of terrorism such as described in the Anti-Money Laundering and Anti-Terrorist Financing Act ('Wwft').
- 13.2 Parties will refrain from activities that conflict with the Wwft for the duration of the Assignment.
- 13.3 The Client is obliged to make all relevant information available for Prime Realty Partners B.V. reasonably necessary to comply with its obligations arising from the Wwft in a timely manner.

Article 14 Applicable law and disputes

- 14.1 Dutch law is applicable on all Assignments.
- 14.2 All disputes between Client and Prime Realty Partners B.V., arising out of or associated with the Assignment, including disputes regarding Compensation costs and the compliance of payment obligations, will in the first instance be submitted to the competent court in Amsterdam.