

General Terms and Conditions of DO-iT RealEstate B.V.

1. Applicability and Amendment of General Terms and Conditions

- 1.1. All agreements between the client and DO-iT RealEstate B.V. (hereinafter: "DO-iT") and any related legal acts shall be governed exclusively by these general terms and conditions.
- 1.2. Any deviations from these general terms and conditions shall be valid only if confirmed to the client in writing by DO-iT.

2. Assignment

- 2.1. Assignment means: a. the agreement by which DO-iT, either alone or together with one or several contractors, undertakes towards one or several clients against commission to be involved in the conclusion of agreements between the clients and one or several third parties regarding the hire or lease, purchase or sale, appraisals and advice for (commercial) real estate, b. the agreement by which DO-iT, either alone or together with one or several contractors, undertakes towards one or several clients against commission to perform any other services that are related directly or indirectly to real estate in the broadest sense, such as offices, warehouses, factories, etc.
- 2.2. The assignment comes about by the signing of the quotation or written confirmation thereof by the client. The assignment also comes about by DO-iT executing the assignment.
- 2.3. DO-iT will execute the assignments to the best of its knowledge and ability.
- 2.4. The assignment itself does not automatically confer on DO-iT the authority or obligation to enter into the agreement with one or several third parties on the client's behalf or to perform any other legal act. Upon granting the assignment, however, the client can authorize DO-iT to conclude certain transactions prepared by DO-iT or to perform other legal acts to be specified.
- 2.5. DO-iT accepts an assignment only from one of the parties to an agreement to be concluded, which party may be one or several clients.
- 2.6. DO-iT has the right to engage, at its discretion, other natural persons or legal entities in the execution of the assignment.
- 2.7. If two or more natural persons or legal entities have jointly granted an assignment, they will be jointly and severally liable towards DO-iT.

3. Term and Termination of the Agreement

- 3.1. Assignments run for a definite or indefinite period of time.
- 3.2. Assignments for an indefinite period will end by notice of termination; assignments for a definite period will end by expiry of the period for which it has been agreed; assignments will always end by completion.
- 3.3. Either party may at all times terminate the assignment for an indefinite period by giving the other party no less than three months written notice.
- 3.4. Upon termination of the assignment DO-iT may charge costs in accordance with the provisions contained in Articles 4.5 and 4.6.

4. Commission and Costs

- 4.1. A. The client shall pay DO-iT commission if and when during the term of the assignment an agreement is made, even if it deviates from the assignment or assignments see Article 4.2.C. From that point the commission shall be payable immediately unless expressly agreed otherwise with the client.
B. The conclusion of an agreement shall also mean the cooperation by the client in an act as a result of which the real estate, or part thereof, is sold, leased, made available or allocated to the client and/or a third party.
C. In the event of agreements on a condition precedent the commission will become payable only after that condition has been fulfilled, unless good faith does not permit the client to invoke towards DO-iT the non-fulfillment of the condition precedent. In the event of agreements on a condition subsequent, the commission will become payable as soon as the agreement is concluded. If the condition subsequent is fulfilled, excluding breach of contract, the commission shall be repaid, unless good faith does not permit the client to invoke towards DO-iT the fulfillment of the condition subsequent.
- 4.2. DO-iT will be entitled to the agreed commission in full:
 - A. if the agreement between the client and the third parties is concluded after termination of the assignment, but the agreement is wholly or partially the result of work done by DO-iT in the context of the assignment. The agreement will at any rate be considered to be the result of work done by DO-iT if the agreement is concluded within three months after termination of the assignment. The same applies if after termination of the assignment the client enters into the agreement with a third party named on the list drawn up by DO-iT and/or its co-contractor(s) of third parties approached and/or to be approached by it/them in the context of the assignment, provided that such a list has indeed been provided to the client by DO-iT and/or its co-contractor(s).
 - B. if during the term of the assignment the client himself or with the help of third parties concludes or causes to conclude the agreement to which the assignment relates, even if the agreement varies from the assignment, or if during the term of the assignment the object to which the assignment relates is auctioned voluntarily.
 - C. if DO-iT did work in the context of the assignment and the client cannot reasonably refuse to enter into the agreement with DO-iT to which the assignment relates.
In the event of assignments by which DO-iT undertakes towards the client to perform services as referred to in Article 2.1(b) against commission, commission shall be payable as soon as the service has been provided.
- 4.3. The client who suspends or terminates the assignment shall pay DO-iT an additional consideration of 10% of the commission, in line with the asking price that applied last, but not less than € 1,250 plus VAT.
- 4.4. A. The size of the commission will be laid down in the confirmation of the assignment and as the occasion arises will be conditional on the type and content of the agreement concluded, even if it deviates from the (initial) assignment.
B. If because of an act or omission by the client the commission cannot be determined in accordance with the confirmation of the assignment, DO-iT will determine the commission payable by the client to its best ability and knowledge.
C. Failing the above determination or as the occasion arises, the size of the commission will be determined in accordance with the standards customarily applied by DO-iT in similar cases if the agreement concluded in terms of type and content deviates from the (initial) assignment without any further written arrangements having been made in advance about the size of the fee.
- 4.5. The client shall reimburse DO-iT also for disbursements, advertisements, and any other costs incurred by DO-iT for the client. If possible, DO-iT will consult with its client in advance about those costs and the size of the costs.

- 4.6. If DO-iT at the client's request performs before full agreement has been reached about the content and the scope of the assignment regarding that performance, the client shall pay DO-iT for that performance, with due observance of Article 5, in accordance with the rates customary in the real estate business.

5. Payment

- 5.1. The client shall pay to DO-iT the amounts charged to him within fourteen days of invoice.
- 5.2. The client will be in default by the mere expiry of the payment term. In that event all DO-iT's claims against the client, on whatever account, shall become payable immediately.
- 5.3. On all amounts still outstanding on the last day of the payment term the client shall pay default interest from that day equaling the statutory interest then applicable in the Netherlands.
- 5.4. Any extrajudicial and judicial costs will be for the client's account. These costs will be at least ten percent of the outstanding amount, with a minimum of € 350, plus VAT.

6. Obligations of the Client

- 6.1. If due to a non-attributable shortcoming (force majeure) DO-iT cannot honor its obligations towards the client, performance of that obligation will be suspended for the duration of the event constituting force majeure.
- 6.2. During the term of the assignment the client shall make available to DO-iT all relevant data required to execute the assignment properly and promptly.

7. Force Majeure

- 7.1. If due to a non-attributable shortcoming (force majeure) DO-iT cannot honor its obligations towards the client, performance of that obligation will be suspended for the duration of the event constituting force majeure.
- 7.2. If the event constituting force majeure lasts three months, either party will be entitled to end the assignment in whole or in part in writing, insofar as the situation of force majeure justifies termination.
- 7.3. In the event of force majeure on DO-iT's side the client will not be entitled to any compensation (damages), not even if DO-iT were to gain from the force majeure.
- 7.4. Force majeure will be defined as any circumstance independent of DO-iT's will, as a result of which performance of DO-iT's obligations towards the client is prevented in whole or in part or as a result of which DO-iT cannot reasonably be expected to perform, regardless whether such circumstance could be foreseen at the time of granting the assignment.
- 7.5. DO-iT shall inform the client as soon as possible of an (imminent) situation constituting force majeure.

8. Liability and Indemnification

- 8.1. DO-iT will not be liable for damage and loss caused by errors, inaccuracies, omissions or mistakes committed in the performance of DO-iT's services (be it by DO-iT or by other natural persons or legal entities engaged by DO-iT in the execution of the assignment), unless the loss or damage is the direct result of willfulness or gross negligence on DO-iT's part. For the (professional) liability referred to here DO-iT will take out an insurance common in the industry and pay no damages other than covered by the insurance concerned.
- 8.2. The client indemnifies DO-iT against all claims by third parties arising from or otherwise related to the performance of the assignment by DO-iT and will reimburse DO-iT for all loss and damage sustained by DO-iT as a result of such claims unless the loss or damage was caused by willfulness or gross negligence on DO-iT's part.

9. Default/Dissolution

- 9.1. In the event of late, inadequate or non-compliance by the client with any of his obligations arising from the agreement, the client will be in default without notice of default being required and DO-iT will have the right:
 - to suspend performance of the assignment and any agreements directly related therewith until sufficient security has been provided for payment; or
 - to dissolve the assignment and any agreements directly related therewith in whole or in part.
- 9.2. In the event of (provisional) suspension of payments, bankruptcy, discontinuation or close-down of the client's business all agreements with DO-iT will be dissolved by operation of the law, unless DO-iT informs the client within a reasonable term that it demands specific performance of part of the agreement(s) concerned. In that case DO-iT will have the right to suspend the execution of the agreement until performance by the client has been secured sufficiently.
- 9.3. If an event as referred to above occurs, all DO-iT's claims against the client under the agreements concerned and all DO-iT's other claims against the client will become payable immediately and in full.

10. Applicable Law and Disputes

- 10.1. These terms and conditions as well as the agreement between the client and DO-iT shall be governed by the laws of the Netherlands.
- 10.2. Any disputes between the client and DO-iT arising from the agreements between them, including the collection of the commission and costs payable shall in first instance be submitted to the jurisdiction of the District Court of Amsterdam (the Netherlands), insofar as not prescribed otherwise by provisions of mandatory law.

[These Terms and Conditions have been registered with the Chamber of Commerce in Amsterdam under number 34135458 with version number 130900].