

GENERAL TERMS AND CONDITIONS

Version 1.0 – May 2018

1. General and applicability

1.1 These Terms and Conditions apply to every offer, tender and agreement between Corporate Housing Living B.V. and a tenant, to which Corporate Housing Living B.V. has declared that these provisions apply, to the extent that the parties do not deviate expressly and in writing from these provisions.

1.2 These Terms and Conditions are also applicable to agreements with Corporate Housing Living B.V., if their implementation involves Corporate Housing Living B.V. engaging third parties.

1.3 The applicability of any purchasing or other Terms and Conditions of the tenant is expressly excluded, unless agreed otherwise in writing.

1.4 The rental property as described in the agreement is only to be used for the specified and agreed period.

1.5 The tenant must actually and properly use the rental property (or allow it to be used) - for the entire duration of the agreement - only in accordance with the stated purpose in the agreement and in compliance with existing limited rights and with the conditions imposed or to be imposed by government agencies, the fire service and utilities companies on the use of the rental property. Tenant may not use the rental property for commercial activities, including activities as specified in article 3.11 of these General Terms and Conditions.

1.6 Tenant is expressly aware of the temporary use/nature of the rental property and agrees in advance with the fact that he will have to leave or return the rental property at the end of the agreed period.

1.7 In the case of a termination (premature) of the agreed period, the tenant or occupant does not have any right to any form of compensation.

2. Formation of tenders, offers and agreements

2.1 All offers and tenders made by Corporate Housing Living B.V. in respect of the formation of an agreement are non-binding and subject to the proviso 'on the basis of availability'. If, within a reasonable period to be determined as circumstances require after acceptance by the tenant, Corporate Housing Living B.V. evokes the aforementioned proviso, then the intended agreement will be considered not to have been formed.

2.2 No rights can be derived in any way from tenders and offers without a previously determined written acceptance period.

2.3 Corporate Housing Living B.V. can refuse to enter into an agreement at any time and for any reason. Unless such a refusal is based solely on one or more grounds specified in article 429c of the Penal Code (discrimination).

2.4 Agreements entered into by intermediaries (companies, organisations, relocators, estate agents, etc.), whether or not in the name of their business associate(s), will be considered to have been entered into partly at the cost and risk of these intermediaries, unless expressly agreed otherwise in writing.

2.5 No commission, by whatever name, is payable by Corporate Housing Living B.V. to an intermediary, unless expressly agreed otherwise in writing.

2.6 Prices stated in the tender or offer do not include VAT and other government levies, unless specified otherwise.

2.7 A combined quotation does not oblige Corporate Housing Living B.V. to carry out a part of the assignment for a corresponding part of the specified price. Corporate Housing Living B.V. (or its successor) retains the right not to carry out one or more parts of the services offered (added) (any longer), and that part of the price is dropped.

3. Obligations, nuisance, access, found property, waste and non-smoking policy

3.1 Corporate Housing Living B.V. is never liable for any form of damage suffered by the tenant, user and/or third parties, unless the damage is the direct consequence of willful misconduct or gross negligence on the part of Corporate Housing Living B.V. or third parties engaged by Corporate Housing Living B.V. This exclusion of liability also particularly applies to direct and indirect (consequential) damage to the person and/or business of the tenant, occupant and fellow-occupants that has arisen as a result of computer-related problems, storm, frost, lightning strike, severe snowfall, flooding, rise or fall of the groundwater level, natural disasters, atomic reactions, armed conflicts, civil wars, uprisings, civil disturbances, acts of war and other emergencies.

3.2 Corporate Housing Living B.V. is not liable for damage to or loss of goods that are brought into the rental property by the tenant, occupant and/or third parties. This provision does not apply insofar as the damage or loss is attributable to willful misconduct or gross negligence on the part of Corporate Housing Living B.V. or third parties engaged by Corporate Housing Living B.V.

3.3 Corporate Housing Living B.V. is never liable for damage caused directly or indirectly to any persons or property as a direct or indirect result of any defect or any feature or circumstance on or in any moveable or immovable property which Corporate Housing Living B.V. is looking after, holding on a long or short lease or hiring, or which it owns or which is in any other way at the disposal of Corporate Housing Living B.V., except if and insofar as the damage is the direct consequence of willful misconduct or gross negligence on the part of Corporate Housing Living B.V., or if Corporate Housing Living B.V. was aware of the defect at the time of entering into the Agreement.

3.4 The tenant, occupant and/or third parties who accompany him are jointly and severally liable for all damage to Corporate Housing Living B.V. and/or any third party that has arisen and/or will arise as a direct or indirect consequence of non-performance (attributable failure) and/or unlawful act, including infringement of 'house rules' or conditions of use, committed by the tenant, occupant or those who accompany them (excluding third parties engaged by Corporate Housing Living B.V.), as well as for all damage that is caused by any animal and/or any substance and/or any object of which they are the owner or which are under their supervision.

3.5 The rental property will in general be available to the tenant or occupant from 14:00 of the day the agreement takes effect or confirmation (written or otherwise) until 11:00 of the last day of the agreement or confirmation or as agreed otherwise in writing.

3.6 If the rental property is not available on the planned starting date, for whatever reason, the tenant does not owe any rent or compensation for the other compensation agreed in the agreement until the date on which the rental property becomes available to him/her. The other obligations and agreed deadlines shift accordingly.

Corporate Housing Living B.V. is not liable for any damage arising for the tenant and/or occupant from the delay, unless a serious attributable deficiency can be attributed to Corporate Housing Living.

If the delay lasts longer than 10 days and Corporate Housing Living B.V. cannot offer the rental property or something comparable, the tenant is free to annul the agreement without obligations.

3.7 The tenant and/or occupant will behave in accordance with the verbal and/or written instructions issued by or on behalf of Corporate Housing Living B.V. or the representative of the owner in the interests of the proper use of the rental property and of the rooms, installations and facilities of the building or complex of which the rental property forms a part.

Corporate Housing Living B.V., the tenant and/or occupant expressly agree that if the tenant and/or occupant repeatedly transgresses the house rules, does not follow the user instructions, the deed of division, articles of association or other rules and/or regulations applicable to the building or rental property, uses the rental property in such a way or otherwise comports himself so that the order and rest in or around the rental property or building in which the rental property is located and/or normal use of it can be or is disturbed and he has been notified in writing of the inappropriate behavior, this is a serious attributable deficiency which justifies terminating the agreement.

Corporate Housing Living B.V. shall specify, affix or hang up or hand over in writing house rules and/or user instructions (if applicable) at the start of the rental property period. Tenant and/or occupant user must always follow the house rules.

3.8 Tenant and/or occupant will always undertake to treat the rental property with due care. If and insofar as damage arises to the rental property, pipes, drains, cables, installations or equipment, the tenant or occupant must immediately report this to Corporate Housing Living B.V. Corporate Housing Living B.V. retains the right in the case of damage to the rental property to charge the tenant or occupant with the cost of repair or replacement, after consultation with the tenant or occupant.

Corporate Housing Living B.V. and all people designated by it are justified in entering the rental property on weekdays between 08:30 and 17:30 for work (cleaning) purposes, inspection of the rental property, viewings and appraisals. In emergencies, Corporate Housing Living B.V. is justified in entering (allowing others to enter) the rental property outside these hours and without prior permission of the tenant and/or occupant.

Objects turned in to Corporate Housing Living B.V. which the owner has not collected within three years become the property of Corporate Housing Living B.V.

If Corporate Housing Living B.V. sends objects left behind by the tenant, occupant and/or third parties to them, this is entirely at the expense and risk of the tenant, occupant or third party.

3.9 Tenant or occupant is aware of the fact that smoking is not permitted in the rental property. If and insofar as this does occur, Corporate Housing Living B.V. is justified in imposing a fine of at least €250 per incident in addition to any associated cleaning costs.

3.10 The tenant and/or occupant is not permitted without prior written permission from Corporate Housing Living B.V. to make (have made) changes or additions in, to or on the rental property, its interior, the outside (including the yard, garden and/or balcony and communal areas) or its form.

3.11 Without prior written permission from the Lessor, the tenant and/or occupant is not permitted to sublet the rental property entirely or in part, or to allow third parties to use it (even temporarily), or to offer the rental property to third parties for rent or use on the internet or in some other way, including such activities as keeping a nursery (cannabis plantation) or other activities that can cause nuisance.

Furthermore, in the event of unauthorised subletting, the tenant and/or occupant will pay the Lessor all income acquired through the subletting or granting of use. In addition to this, the tenant and/or occupant will incur an immediately payable penalty of € 10,000 plus € 750 for each day that the infringement continues.

If Corporate Housing Living B.V. has reason to suspect that the tenant or occupant has sublet or given up the rental property (part of it) without permission from Corporate Housing Living B.V., as described in this article, the tenant and/or occupant is obliged to cooperate with an investigation into this matter arranged by Corporate Housing Living B.V. or a party appointed by Corporate Housing Living B.V.

4. Contract duration set period, amendments, price adjustments (interim), termination

4.1 The rental agreement ends through written notification from Corporate Housing Living B.V. stating that the rental agreement ends on the date specified in the rental agreement. The notification must be done by Corporate Housing Living B.V. no later than one month before the expiry of the deadline specified in the rental agreement and no earlier than three months before the expiry of the deadline. The notification can be done by post or by e-mail sent to the tenant or occupant. Corporate Housing Living B.V. uses the e-mail address supplied by the tenant or occupant. If that address changes, the tenant and/or occupant is obliged to report that immediately in writing to Corporate Housing Living B.V.; if this does not happen, Corporate Housing Living B.V. assumes that the notification has been sent to the correct address and that the notification has reached the tenant and occupant.

4.2 Following the signature of such an agreement or (written) booking confirmation of a service offered by Corporate Housing Living B.V., the tenant is aware of and agrees with the fact that on the agreed date the rental property must be delivered and/or returned in the same condition as at the commencement of the agreement.

4.3 Tenant and/or occupant must have cleaned the rental property properly at the end of the agreement or termination of use and turned it over to Corporate Housing Living B.V. along with the keys, e-keys, etc. Tenant is obliged to pay for whatever is required to return the rental property to the state it was in at the beginning of the agreement.

4.4 Corporate Housing Living B.V. can refuse access to the rental property to the tenant and/or occupant if at the moment that the rental property would be used for the first time, the tenant and/or occupant have not (yet) fulfilled the obligations in the agreement. This does not have any consequences for the commencement date and the obligations derived from the agreement.

5. New rental agreement, cancellations, 'no-shows' and early terminations

5.1 To avoid cancellation fees, cancellations of confirmed services to be offered must take place at least 1 month before the commencement date of the rental agreement or offered service. The cancellation fees for a cancellation made less than one month before the commencement date will amount to a maximum of one month's rent.

5.2 In case of a 'no-show', the tenant is obliged to pay one month's rent. Unless agreed otherwise, Corporate Housing Living B.V. is entitled to consider the agreement or service

offered as cancelled in the event of a non-appearance or non-occupation of the rental property on the first day, without prejudice to the provisions of this article.

5.3 Regarding early termination of the rental agreement by the tenant, at least one month's notice must be given and cancellation or early cancellation is not possible before the end of the sixth month. The notice to terminate must always be given by e-mail or another written format.

5.4 Extensions of the agreed rental period for the rental property are not possible. If tenant or occupant wishes to remain longer in the property, he can inform Corporate Housing Living B.V. of that in writing up to one month before the end of the agreed rental period. Corporate Housing Living B.V. can then investigate whether other residential property is available. If other residential property is available, Corporate Housing Living B.V. can make the tenant a written offer. If tenant does not accept the offer, no new rental agreement is concluded, and the tenant or occupant is required to leave the rental property on the date specified in the rental agreement. If the offer is accepted, a new rental agreement is concluded for the new rental property. To prevent confusion: the tenant or occupant may not derive any rights from his notification that he wishes to remain longer where he is.

5.5 Options on an agreement or new agreement will remain in place for a maximum of 14 days, after which they will be deleted automatically without notice, unless they are confirmed in writing and converted into a finalised agreement.

6. Force majeure

6.1 Corporate Housing Living B.V. is not obliged to fulfill any obligation towards the tenant and/or occupant if he is hindered from doing so as a result of conditions that cannot be ascribed to his fault, nor his responsibility on account of the law, a legal act or generally accepted opinions.

Force majeure is defined in these general Terms and Conditions, along with the legal and case law definition, as all causes, anticipated or not, over which Corporate Housing Living B.V. cannot exercise any influence but which lead to Corporate Housing Living B.V. not being able to fulfill its obligations. Such conditions also include people, services and/or institutions that Corporate Housing Living B.V. make use of to provide the services offered.

To the extent that Corporate Housing Living B.V. has now or will be able to fulfill part of its obligations that existed at the time the force majeure occurred, Corporate Housing Living B.V. will be entitled to invoice separately the part that has been or will be fulfilled. Tenant is obliged to pay this invoice as if it is a separate agreement or service offered.

If one of the parties is not capable of fulfilling any obligation from the agreement or service offered, he is obliged to inform the other party as soon as possible.

7. Deposit, payment and collection

7.1 Payment must always be made within thirty (30) days of the invoice date, but no later than the commencement date of the Agreement or service offered, in a manner to be specified by Corporate Housing Living B.V., in the currency in which is invoiced, unless stated otherwise by Corporate Housing Living B.V. in writing. Corporate Housing Living B.V. is entitled to invoice periodically.

7.2 All invoices, including but not restricted to invoices in respect of cancellations, 'no-shows' or damage to the rental property, are payable by the tenant and/or occupant at the time that they are presented to him.

If and insofar as payments are not made on time, the tenant and/or occupant is in default, without any notice of default being required. If the tenant and/or occupant is in arrears, he must compensate Corporate Housing Living B.V. for all costs associated with collection, both in and out of court. In addition, the tenant and/or occupant who is in arrears owes interest which is equal to the legally set interest.

7.3 If (interim) payments are not made by the tenant and/or occupant on time, then Corporate Housing Living B.V. is entitled to immediately (prematurely) terminate the agreement or service offered.

7.4 Corporate Housing Living B.V. can at any time require the tenant to make a deposit or guarantee via credit card authorisation up to a maximum of two months of the agreed rent, unless agreed otherwise in writing. Deposits or credit card authorisations received will be subject to proper accounting procedures. No interest will be payable on the outstanding amount of the deposit.

Corporate Housing Living B.V. may recover all sums owed by the tenant on any account out of the amount deposited in accordance with the aforementioned provisions. The balance must be repaid to the tenant no later than 2 months after the return of possession of the rental property.

8. Rent increase

8.1 The Lessor has the right to adjust the rent annually in line with the following, starting one year after the start of the rental agreement. In addition and at the same time as the annual adjustment in line with the following, the lessor has the right to raise the rent by at most 5%.

8.2 The annual rent increase is based on the change in the monthly price index according to the consumer price index (CPI), all households series (2015=100), published by the Central Bureau for Statistics (CBS).

8.3 The adjusted rent is calculated according to the formula: the adjusted rent is equal to the applicable rent on the date of adjustment, multiplied by the index of the fourth calendar month before the calendar month in which the rent is being adjusted, divided by the index of the sixteenth calendar month before the calendar month in which the rent is being adjusted.

8.4 The rent will not be adjusted if the adjustment would lead to a lower rent than the last applicable rent; in that case, the rent remains unchanged until at the next indexation the index of the calendar month lying four calendar months before the calendar month in which the rent is being adjusted is higher than the index of the calendar month lying four calendar months before the calendar month in which the last rent adjustment was done.

Thus, the index of the calendar month is used for the rent adjustment that lies four or 16 months before the calendar month in which the rent is being adjusted.

8.5 If the CBS does not publish the relevant price index or changes the basis of its calculation, an index will be used that is as comparable as possible, and if there is any difference of opinion concerning the calculation, the party raising the issue can ask the director of the CBS for a decision which will be binding on both parties. Half of any associated costs will be paid by each party.

8.6 The adjusted rent applies even if the tenant is not notified separately of the change.

9. Applicable tax(es) and VAT

Applicable and relevant taxes will be stated separately on the invoice.

10. Indemnity

Tenant and/or occupant indemnify Corporate Housing Living B.V. against any claims made by third parties that suffer damage associated with the implementation of the agreement or services offered, the cause of which is ascribed to another party than Corporate Housing Living B.V.

11. Intellectual property

Corporate Housing Living B.V. retains the rights and authority it is entitled to by virtue of the Copyright Act and other intellectual legislation.

12. Personal Data Protection Act

12.1 Corporate Housing Living B.V. processes personal data as a result of its service provision. These data are processed in conformance with the legal requirements and regulations.

12.2 Corporate Housing Living B.V. respects the privacy of all of its clients and users and ensures that the personal information provided to it is treated confidentially. It uses personal data to provide the service(s) as quickly and efficiently as possible. Corporate Housing Living B.V. will never sell personal data to third parties and will only make them available to third parties if that becomes strictly necessary for the provision of the service offered.

12.3 Personal data of tenant, occupant, any fellow-occupants and/or family members are processed by Corporate Housing Living B.V. for the following purposes:

- Implementing the agreement,
- Planning and carrying out maintenance,
- Arranging viewings,
- Carrying out payments and collecting claims, including placing the matter in the hands of third parties,
- Handling disputes, questions or examinations, including legal procedures,
- Carrying out inspections, requesting and administering internal management activities, as well as implementing or applying a law.

For these purposes, the personal data are supplied by Corporate Housing Living B.V. as necessary to third parties, including but not limited to:

- The bank for payment purposes,
- Maintenance companies for planned maintenance or repair of a complaint (contact details),
- Collection agencies, bailiffs, lawyers and legal authorities for payment arrears or disputes,
- Competent authorities and official authorities,
- Other service providers, at the express request of Corporate Housing Living B.V., such as IT providers, accountants, lawyers and cleaning companies.

12.4 Tenant, occupant, any fellow-occupants and/or family members have the right to ask Corporate Housing Living B.V. to allow them to inspect their personal data and/or correct, add to, delete or protect them.

11 Applicable law and disputes

The laws of the Netherlands are exclusively applicable to all legal relationships to which Corporate Housing Living B.V. is a party, even if a contract is wholly or partially executed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Convention is excluded.

The court in the place of business of Corporate Housing Living B.V. has the sole jurisdiction to hear disputes, unless mandatorily required otherwise by law. Corporate Housing Living B.V. is nevertheless entitled to submit a dispute to the court authorised by law.

The parties will only make an application to the court after they have made every effort to resolve a dispute in mutual consultation.

12 Location and modification of conditions

These Terms and Conditions have been filed with the Amsterdam Chamber of Commerce.

The latest filed version and/or the version as it applied at the time of the legal relationship with Corporate Housing Living B.V. coming about will always be applicable.

The Dutch text of the General Terms and Conditions is always decisive for its interpretation.