

MEDIATION TERMS AND CONDITIONS OF LEXISWONEN (POTENTIAL TENANTS)

Definitions:

Lexiswonen: company owned by LEXISWONEN domiciled at **Arthur van Schendelstraat, 3511 MZ Utrecht** the Netherlands.

Client: any natural person or legal entity which tasks Lexiswonen with finding a residential property in the market for rental properties and mediating on establishing a tenancy agreement for a residential property.

Mediation: The agreement under which Lexiswonen commits itself to Client to operate, against payment, as mediator with the objective of negotiating one or several agreements between the Client and third parties. Lexiswonen operates on a no cure, no pay basis: the Client only owes a fee for the services provided by Lexiswonen following successful mediation and the establishment of a 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 Lexiswonen registration form or by the Client submitting a completed online registration form on www.lexiswonen.nl via the 'expat/corporate housing/registration portal'.

1.2 Online registration is free.

1.3 Any other registration takes place at the Lexiswonen office.

1.4 Lexiswonen 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 Documents to be produced

2.1 Registration is valid for 6 months from the date of signature of the registration form.

2.2 Lexiswonen commences its assignment after the Client has signed the registration form and produced valid and original ID and original proof of his/her financial situation (for employees by means of a contract of employment, recent salary statement and/or a recent employer statement; for the self-employed by means of a recent and original extract from the Chamber of Commerce and an original auditor's report).

Article 3 Lexiswonen assignment

3.1 Lexiswonen 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 and act as an intermediary in establishing 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. Lexiswonen acts solely on behalf of the Client and not on behalf of landlord.

3.2 Lexiswonen activities may include the following:

- * Inventorying the Client's wishes with respect to residential properties;
- * Searching for suitable residential properties offered by third parties in the market for rental 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 and/or real estate agents as a potential tenant and making an effort to have the rental of the property awarded to the Client;
- * Establishing a written tenancy agreement, whether or not based on an appropriate Lexiswonen model, including any negotiations to be conducted with the landlord and/or real estate agents prior to the

conclusion of the agreement;

- * Providing support on delivery of the residential property at the start of the rental period;
- * Furnishing information on and explaining the tenancy agreement and the clauses it contains;

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

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

3.5 The Client will refrain from all activities which could hinder the assignment awarded to Lexiswonen and/or obstruct Lexiswonen in its execution of the assignment.

3.6 Following successful mediation, the Client will sign a form which lists all the activities undertaken by Lexiswonen in executing the contract.

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

3.8 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. The Client will submit such a reference directly at Lexiswonen request.

Article 4 Duration and termination of contract

4.1 The contract is concluded for six months as of the date on which the registration form is signed and received by Lexiswonen.

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 without giving a reason.

4.4 This contract is terminated automatically, without requirement for separate termination letter, if the Client enters into a tenancy agreement for a residential property of which Lexiswonen mediates on behalf of the landlord.

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

4.6 Insofar as the mediation contract obliges Lexiswonen to represent the interests of the Client, this obligation ends on termination of the mediation contract.

Article 5 Payment of fees owed to Lexiswonen

5.1 If a tenancy agreement results from the activities of Lexiswonen on behalf of the Client, the Client must pay Lexiswonen 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 Lexiswonen; this fee must be paid to Lexiswonen immediately following acceptance. The fee is equal to the gross rent for one calendar month at the moment the residential property was offered firstly plus 21% VAT. Adjustment of the height of the offer afterwards or the height of the rent in the tenancy agreement do not affect the fee. Gross rent is taken to mean the basic rent plus any fees supplies and services. Acceptance of the residential property is by signature by the Client of the Lexiswonen letter of intent or approval acceptance email or, in 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 Lexiswonen 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 Lexiswonen a cancellation fee of 50% of the mediation fee (including VAT) as stipulated in article 5.1. The Client must pay Lexiswonen this cancellation fee within 48 hours.

5.3 Client will not take use of the property before client has made all due payments to Lexiswonen.

5.4 If the Client and/or his/her associates take up residence in a property for which the details were

provided to the Client by Lexiswonen, the Client owes Lexiswonen the full mediation fee as stipulated in article 5.1, irrespective of whether the tenancy agreement was established as a result of Lexiswonen activities.

5.5 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 Lexiswonen the mediation fee and the Client is not entitled to a full or partial refund of this sum.

5.6 If the Client enters into a tenancy agreement for a residential property of which Lexiswonen mediates on behalf of the landlord the Client owes Lexiswonen a fee which is based on Lexiswonen activities carried out, and expenses made, in the context of this mediation agreement. The fee has a minimum of € 250,00 excluding 21% VAT.

5.7 If the Client comprises more than one natural person and/or legal entity, they are all severally liable towards Lexiswonen 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 Lexiswonen and its employees are at all times deemed to be on condition of approval by the landlord/real estate agent and/or owner of the property in question.

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

7.3 Lexiswonen cannot be held liable for consequences arising from inaccuracies, omissions, nullities and/or void abilities in the tenancy agreement.

7.4 Any liability of Lexiswonen is restricted to the amount Lexiswonen received from the Client in the case in question. Any claim against Lexiswonen expires and becomes invalid 12 months after the injured party was or ought to have been aware of the damage or injury.

(June 2016 version)

In the case of any discrepancies between the original Dutch version and this English translation, the Dutch version will prevail.