

GENERAL TERMS AND CONDITIONS

MB275

December 2019

Article 1. General Terms and Conditions MB275

These General Terms and Conditions MB275 are incorporated with reference in Contracts of GEER MB275 Propco BV. Deviations from the text of the Contract and/or these General Terms and Conditions MB275 may exclusively be agreed upon in writing. Tenant has obtained and read these General Terms and Conditions MB275 prior to signing the Contract.

Article 2. Definition of Terms

In these General Terms and Conditions MB275 the following definitions apply:

Accommodation

The rented accommodation as defined in Article 1 of the Contract.

Advance for the costs of additional supplies and services

The monthly advance amount for the costs of additional supplies and services that is subject to annual settlement with Tenant.

Amenities and commercial facilities

All amenities and commercial facilities belonging to MB275, that are not Common areas.

Amount for the costs of additional supplies and services not subject to settlement

The monthly amount for the costs of additional supplies and services that is not subject to annual settlement with Tenant.

Building / MB275

The real property, including all land and fixtures, in which the Accommodation is incorporated.

Common areas

The corridors, hallways and stairways area in the Building and the garden at MB275.

Contract

The lease agreement between Landlord and Tenant with respect to the Accommodation, of which these General Terms and Conditions MB275 are inseparable components.

Costs for additional supplies and services

The total of the Amount for the costs of additional supplies and services not subject to settlement, and the Advance for the costs of additional supplies and services. These comprise the further payment obligations of Tenant with respect to additional supplies and services that Tenant must fulfil in addition to the Rent, in accordance with the Contract.

Finishing and furniture

The fittings, finishing, furniture and/or inventory made available by the Landlord to the Tenant that is stated in the specification attached to the Contract.

Inspection form

The form that records the condition of the Accommodation, prior to acceptance of the Accommodation and upon departure from the leased Accommodation.

Key Tag

The electronic key tag, that is scanned at, and grants entry to, the Accommodation, the Building, and certain Amenities.

Landlord

GECR MB275 Propco BV with its registered office in The Hague, or its legal successor(s).

Law

The laws of the Netherlands.

Parking Facility

The parking facility for cars, bicycles, scooters and motorcycles.

Rent

The compensation owed by Tenant for the use of the Accommodation.

Technical systems

All technical installations and systems outside the Accommodation, e.g. elevators, intercom systems.

Tenant

The person with whom Landlord has entered into a Contract at MB275.

Article 3. Delivery and Acceptance of the Accommodation

- 3.1 On the agreed date Landlord shall make the Accommodation available to Tenant.
- 3.2 In the event that Landlord does not make the Accommodation available to Tenant on the agreed date, e.g. due to the fact that the Accommodation has not been completed or has not been vacated by the previous Tenant on time, Tenant shall not be obligated to pay rent up to the date that the Accommodation is made available to him. This also applies to the Costs for additional supplies and services.
- 3.3 Landlord and Tenant shall record an Inspection form upon commencement of the lease, which includes:
 - a. the date of inspection;
 - b. the state and condition of the Accommodation;
- 3.4 Tenant and Landlord shall each receive a signed (digital) copy of the Inspection form. If the Tenant does not cooperate in signing the Inspection form, the Landlord is entitled to adopt it unilaterally.

Article 4. Single Tenancy

- 4.1 If the Accommodation is smaller than 30 m², it is intended for occupation by no more than 1 person.

If the Accommodation is larger than 30 m², it is intended for occupation by no more than 2 persons. Taking into account the limited floor area of the Accommodation and to prevent excessive wear and tear and inconveniences, the Tenant is prohibited from allowing the Accommodation to be inhabited by, or to be used by, more persons than permitted.

- 4.2 The Tenant may submit a request to the Landlord to allow one co-occupant to the Accommodation, if the Accommodation is larger than 30 m². In that case, the Tenant will provide the Landlord with the name, telephone number and e-mail address of this person in writing or by email. The Landlord is not obliged to give permission. If the Landlord gives permission, the Tenant will receive an extra Key Tag in the name of the co-occupant. The Landlord is entitled to attach conditions to its permission, for example the conditions that the Accommodation is expanded with an extra bicycle storage space and that the Rent and Costs for additional supplies and services are increased accordingly. This co-occupant is expressly not a co-tenant within the meaning of Article 7:267 of the Dutch Civil Code.
- 4.3 In the event there is serious doubt concerning compliance with the obligations stipulated in Article 4.1 and 4.2, the burden of proof of compliance lies with the Tenant, and Landlord is not obligated to prove that Tenant does not comply with these obligations. Tenant is obligated to cooperate fully with all inquiries by Landlord with respect to the Tenant's compliance with these obligations, and must provide Landlord with all relevant documentation and data, and allow Landlord entry to the Accommodation on one or more occasions.
- 4.4 Upon entering into the Contract, Tenant shall notify Landlord if Tenant is married or a registered partner. Tenant shall provide the personal data of his/her partner to Landlord. The above also applies in the event Tenant marries or becomes a registered partner during the course of the Contract.
- 4.5 In the event of possible continuation of the Contract in accordance with the Articles 7:266 (spouse or registered partner) or 7:268 (death Tenant) of the Dutch Civil Code, the person who continues the Contract or intends to continue the Contract is obligated to inform Landlord in writing immediately. This continuation will not change the legal regime of the Contract pursuant to the Law.

Article 5. Amenities and commercial facilities

- 5.1 The availability of the Amenities and commercial facilities is the mutual and joint responsibility of Tenant and all other tenants of residential accommodations at MB275. Therefore, Tenant must respect all other tenants and their right of use, unless otherwise specified in the Contract or these General Terms and Conditions MB275.
- 5.2 The following Amenities are not part of the Accommodation, and the use thereof has not been included in the Rent.
- Service Desk
 - Gym
 - Rooftop terrace (5th floor)

Landlord is authorised to establish new Amenities (e.g. a lounge room and/or rooms for gaming and coworking) and add these new Amenities to the list of Amenities as set out in this clause. In that case the Landlord is allowed to raise the Amount for the costs of additional supplies and services not subject to settlement with a maximum of € 20,00 per month, and to charge the entrance to and shared use of these new Amenities via clause 4.3 of the Contract.

- 5.3 The following specific provisions apply to the use of Amenities and commercial facilities, as do those terms specified at the facility locations. The operators of Amenities and commercial facilities are allowed to charge for additional services and may impose additional conditions on use. The Landlord is not responsible for the loss or theft of the Tenant's properties and/or for any damage the Tenant might suffer during or as a consequence of the Tenant's use of, or the Tenant's presence in, these Amenities and commercial facilities.

Parking Facility

Bicycles, mopeds, scooters et cetera may not be parked at MB275 outside the dedicated Parking facilities – this includes parking or locking at entrances or against the facade of the Building, window- and doorframes, windscreens or outdoor furnishings. It is strictly prohibited to park bicycles, mopeds, scooters or motorcycles near fire service access spaces or emergency exits.

The parking accommodations for bicycles are intended solely for residents of MB275. Tenant may park its bicycle only in the designated spot assigned to him in the Contract, which is part of the Accommodation. The Parking Facility for bicycles is accessible to Tenant 24 hours a day, 7 days a week with the Key Tag.

The Parking Facility for parking a car, motorcycle, moped and/or scooter is not part of the Accommodation and may only be used if the Tenant has entered into a separate lease agreement for a car, moped /scooter or motorcycle parking spot.

Visitors must park their bicycles, mopeds, scooters and motorcycles off the premises.

Gym

The Gym facility of MB275 can only be used during the published opening hours. Appropriate footwear is mandatory when using the Gym facility, and Tenant must take the utmost care in using the provided materials. It is not permitted to give third parties access to the Gym facility.

Laundry facilities

The Laundry facilities are accessible 24 hours a day and 7 days a week. Use of the Laundry facilities is for private purposes only and in accordance with the guidelines and costs as set out in the Laundry facilities. It is not permitted to give third parties access to the Laundry facilities. The tenant pays individually for the use of Laundry appliances. These costs for the individual use of Laundry appliances are not part of the Amount for the costs of additional supplies and services not subject to settlement, and will not be charged via clauses 4.2 or 4.3 of the Contract.

Garden & Rooftop Terrace

Tenant should be aware that Landlord cannot guarantee availability of spots in the garden and/or Rooftop Terrace (further called: "Gardens"). Tenant must also take account of the following guidelines, rules and regulations:

- The Gardens are exclusively for residents of MB275.
- The opening hours are determined by the management and regulated by the Security Service.
- The Gardens are surrounded by residential apartments. The privacy of neighbours must be respected and excessive noise should be avoided.
- Residents are welcome to bring own drinks & snacks. Gardens should be used respectfully and kept clean and tidy. Residents need to notify the Service Desk if anything is broken or damaged.
- Barbecuing is strictly prohibited on the Rooftop Terrace. Barbecuing is allowed in the Garden (ground level) by using the available barbecue equipment. The Resident(s) using the barbecue are fully responsible for safe operation and clean-up:
 - Use proper starter fluid or -blocks and store these away from heat sources
 - Do not leave the barbecue unattended once it is lit
 - Make sure the barbecue fire is completely extinguished once you are done using it. Open campfire is strictly prohibited!
 - Respect others by sharing barbecue facilities if needed
 - Clean the barbecue after usage. Make sure that residues are completely extinguished before disposal in the designated steel bin. Left-over (usable) coals can be stored in the designated coal container for future use.
- The areas are equipped with security cameras. Residents should take care of personal belongings; Landlord is not accountable for loss or theft of any personal items.
- Residents are expected to follow the above guidelines and always respect directions of staff and Security Service. Access to the Gardens will be denied to those violating the above.

- 5.4 Landlord is authorised to obtain services from another supplier or terminate the supplies and services, which may lead to modification of the Amount for the costs for additional supplies and services that is not subject to settlement.

Article 6. Rent and Rent Adjustment

- 6.1 The Tenant is obliged to pay the Rent in accordance with the Contract.
- 6.2 The lease of the bicycle parking place is inextricably part of the Accommodation. The tenancy rights cannot be terminated separately from each other by means of termination or otherwise. The fact that the Tenant does not own a bicycle does not mean that the Tenant does not owe the full Rent for the Accommodation.
- 6.3 The Landlord has the right to increase the Rent and the Advance for the cost for additional supplies and services in accordance with the Law. The Rent for the parking accommodation for one bicycle and for Finishing and furniture and the Amount for the costs of additional supplies and services not subject to settlement can be increased by a maximum of 5% each calendar year on 1 July. The Landlord has the right, but not the obligation, to adopt a lower increase.

Article 7. Costs for Additional Supplies and Services

- 7.1 Tenant owes Landlord the amount specified in Article 4.2 of the Contract as the Advance for costs of additional supplies and services on a monthly basis ('advance').
- 7.2 Tenant furthermore owes Landlord the amount specified in Article 4.3 of the Contract as the Amount for the costs of additional supplies and services not subject to settlement, on a monthly basis.
- 7.3 In addition to Article 7:261 paragraph 2 of the Dutch Civil Code, the Costs for additional supplies and services may be altered as specified in Article 7.4 and 7.5.
- 7.4 In the event that Landlord:
- wishes to alter the agreed package of supplies and services, or
 - wishes to expand upon or reduce the package, or
 - wishes to alter the calculation of and/or the amounts

Tenant shall in principal agree to such request, on the condition that:

- the interests of Landlord in altering, expanding or reducing the package is such that Tenant may not reasonably, weighing the interests of both parties, withhold his/her consent, and
- Landlord has notified Tenant(s) of the alteration, expansion or reduction in a timely fashion.

- 7.5 The amount of the advance and the Amount for the costs of additional supplies and services that is not subject to settlement, may be altered by Landlord on the grounds of a reasonable calculation, commencing in the second month following the month in which:
- a modification to the package of supplies and services has been agreed to by Tenant and Landlord, or
 - the final statement as specified in Article 7.6 has been received by Tenant.

- 7.6 The financial year of Landlord starts on January 1st and ends on 31st December of every year. Each year, within six months after the end of the financial year, Landlord shall provide Tenant with a specified statement of the charged costs of additional supplies and services that are subject to settlement. Differences between actual costs and advances paid by Tenant shall be settled within a month after such statement has been provided to Tenant. In the event that Tenant has paid more than the actual costs, he will be refunded for that amount. In the event that Tenant has paid less than the actual costs, such additional amount shall be invoiced to him.

- 7.7 The following Technical systems have been incorporated in the Building:
- collective system for heating delivering heat and/ or hot tap water (including heat exchange units, and meters)
 - emergency lighting system
 - mechanical ventilation/ air purification system
 - centrifugal pump/ water pressurising system
 - house intercom/video system
 - access installations with respect to Key Tag
 - elevators
 - common sanitary facilities

- (revolving) door systems
- (peripheral) electric equipment for the alarm, elevators, (video) security surveillance and data networks

7.8 The Technical systems are not part of the Accommodation, and the use thereof has not been included in the Rent. Tenant contributes proportionally to the costs for maintenance, repairs and consumption of electricity of the Technical systems.

7.9 The Accommodation and/or the collective system for heating delivering heat and/ or hot tap water is equipped with meters. The Tenant shall cooperate with the annual check or reading of the meters in or outside the Accommodation by or on behalf of the Landlord.

Article 8. Landlord Obligations and Liability

8.1 For the duration of the Contract, Landlord shall provide Tenant undisturbed use of the Accommodation. Landlord is not obligated to guarantee Tenant protection against hindrance of an actual nature that Tenant suffers as a result of (the actions of) third parties. Building activities inside or in the vicinity of the Accommodation or the Building do not constitute a defect.

8.2 Landlord must perform maintenance to the Accommodation to ensure it is kept in good condition and execute all necessary maintenance and repair work, save for such work that must be executed by Tenant pursuant to the Law and Article 10. In addition to the statutory notification obligation of the Tenant, Landlord will be granted a reasonable timeframe of at least 10 business days to repair any defects duly notified by the Tenant.

8.3 Upon request by Tenant, Landlord must execute repairs to the Accommodation, barring those instances where this is not feasible or requires expenditure of amounts that may not be considered reasonable in the given circumstances. This obligation does not apply with respect to minor repairs that are considered maintenance obligations on the part of Tenant nor does it apply to those instances where the Tenant may be held liable by Landlord for the cause of the necessary repairs. Landlord shall make any necessary repairs to the general standard of the Accommodation.

8.4 In the event that necessary repairs to or in the Accommodation are the result of negligence, carelessness or inappropriate use of by Tenant or third parties using or present in the Accommodation with the consent of Tenant, all costs related to these repairs are for the sole account of Tenant, irrespective of the nature and scope of the repairs.

8.5 Landlord is not liable for damages suffered by Tenant and/or other third parties using or present in the Accommodation with the consent of Tenant, nor is Landlord liable for damage to objects in the Accommodation as a result of visible or hidden faults to the Accommodation, unless

- a. the fault has arisen after the Contract has been entered into and may be accredited to Landlord, or
- b. the fault was present at the time the Contract was entered into and Landlord was aware of the fault, or in the event that upon entering into the Contract, Landlord informed Tenant that such a fault was not present.

8.6 Landlord is furthermore not liable for damages suffered by Tenant, and/or third parties using or

present in the Accommodation with the consent of Tenant or objects present in the Accommodation as a result of meteorological circumstances, floods, increase or decrease of ground water levels, natural disasters, atomic reactions, conflicts, wars, attacks and/or other calamities. The Tenant waives his/her right (if applicable) to claim compensation vis-à-vis the Landlord and/or the owner of the Building by virtue of Article 6:174 of the Dutch Civil Code.

Article 9. Tenant Obligations

- 9.1 Tenant must use and maintain the Accommodation in accordance with the principles of good tenancy and in accordance with the designation of the Accommodation. Tenant shall comply with the Contract and General Terms and Conditions MB275 at all times and Tenant shall procure that any third-party visitors to the Accommodation and the Building will also comply with all regulations under this Article.
- 9.2 The Tenant is obliged to take out and maintain an adequate household contents insurance and personal liability insurance. The Tenant must first apply to his/her insurer if damage is covered by the scope and coverage of any of its insurance policies.
- 9.3 Tenant is not allowed to remove/replace all or parts of the Finishing and furniture. It is the responsibility of the Tenant to maintain the Finishing and furniture in good condition. All repairs to the Finishing and furniture necessary as a result of incorrect use, gross negligence, impurity or rough act by Tenant or persons in which the Tenant is responsible for will be charged to the Tenant for the price when new (replacement price), which consists of material costs, transport costs and any handling costs.
- 9.4 Tenant is not permitted to undertake commercial trade activities from, establish a business from, or use the Accommodation as a workshop. Tenant is not permitted to (allow) use (of) the Accommodation for the purposes of cultivating marijuana and/or any other plants or to produce or trade any narcotics in the broadest sense of the term, including but not limited to narcotics mentioned in the Opium Act and the lists this Law incorporates and/or undertake any other activities related to the storage, exploitation and/or use of those goods in the broadest sense of the term.
- 9.5 The Tenant may not sublet (or offer to sublet) the Accommodation, in whole or in part, transfer the Contract, or make the Accommodation available to third parties in whole or in part. "Making available to third parties" is in the broadest sense of the word equivalent to subletting, including any form of making it available or exploiting it through www.airbnb.com or a similar platform. Furthermore, the Tenant must pay to the Landlord all unlawfully obtained income resulting from subletting the Accommodation. The Parties agree that if the Tenant offers the Accommodation on www.airbnb.com or a similar platform, that this constitutes proof of the fact that the Tenant has actually sublet the Accommodation. This will serve as a contract of evidence.
- 9.6 The Tenant is obligated to keep the Accommodation clean in all respects.
- 9.7 In the event of reasonable doubt concerning compliance with the obligations pursuant to Article 9.2, 9.3, 9.4, 9.5, 9.6 and 9.7, the burden of proof for compliance is for Tenant, and Landlord is not required to provide proof that Tenant is in violation of these obligations. Tenant must cooperate

fully with all inquiries by Landlord with respect to compliance with these obligations by Tenant by providing all relevant data and documentation to Landlord and allowing one or more visits by Landlord to the Accommodation.

- 9.8 Tenant is obligated to keep the Common areas, the Amenities and the commercial facilities and all emergency exit routes free from objects that may hinder emergency exit from the Building or may constitute a danger or hindrance in any other manner.
- 9.9 Tenant shall not behave in any manner that is generally considered as disruptive (e.g. physically and/or verbally violent) and/ or can cause nuisance, hindrance and/ or danger to other tenants of the Building, Landlord, Service Desk and Security Service employees and/or third parties in the vicinity of the Accommodation. Tenant bears full responsibility for the behaviour of other persons present in the Accommodation with his/her consent. The behaviour of these persons is considered the behaviour of Tenant himself.
- 9.10 Upon division into apartment rights of the building or the complex of which the Accommodation is a component, Tenant must comply with the provisions of the deed of division and the division code. In the event that a condition comes into force that contradicts (a provision of) the Contract and/or these General Terms and Conditions MB275, that specific provision prevails over the Contract, respectively these General Terms and Conditions MB275. In the event of division into apartment rights, Landlord shall provide Tenant, upon Tenant's request, the conditions of use from the deed of division and the division code for review.
- 9.11 The Tenant is required to be able to identify himself while inside the Accommodation and/ or the Building by means of a valid (legally permitted) proof of identity. The Landlord (and its employees or contractors) are entitled to demand that the proof of identity be shown.
- 9.12 Tenant is obliged to comply with the instructions of Landlord, Service Desk and Security Service employees.
- 9.13 If the Accommodation is equipped with a mezzanine floor, the space between this mezzanine floor and the ceiling of the Accommodation may not be used as living area (e.g. bedroom) but only for storage.
- 9.14 Tenant is obligated to comply with the general terms and conditions of use of the wireless internet network and IP television subscription, and with all available instructions for using elevators and other Technical systems. Upon request by Tenant, Landlord will provide these terms and conditions and/or instructions for Tenant to review. The router remains property of the internet provider. Tenant shall handle the router with care and is obligated to comply with the (general) terms and conditions of use of the wireless internet network and router. In case of damage to the router, Tenant is responsible for repair or replacement of the router in accordance with the (general) terms and conditions of the internet provider. In case the router is damaged when Tenant re-delivers the Accommodation, Landlord is authorised to deduct the costs involved from the security deposit.

Article 10. Maintenance by Tenant

- 10.1 Tenant shall conduct small repairs for his/her own cost and expense, specifically including work as

specified in the Decree on small repairs ('Besluit kleine herstellingen'). This includes such work as:

- repair painted walls (if applicable)
- unclogging the sinks and drains and keeping the shower drain clean.
- replacing defective lamps by identical LED lamps
- cleaning the curtains (if applicable)
- replacing & cleaning extraction hood filters
- regularly clean Finishing and furniture, following cleaning instructions provided to prevent any damage (if applicable)
- preventing the accumulation of limescale in the kitchen and bathroom/toilet facilities removing it in a timely manner
- cleaning the balcony and the drainage tube (if applicable and accessible).

10.2 Tenant shall execute or commission a third party to execute the work referred to in sub Article 10.1 to a professional standard, in accordance with the regulations and instructions of the authorised organisations and Landlord, unless parties have agreed that Landlord shall execute the work against costs payable by Tenant.

10.3 In the event that Tenant fails to meet his/her maintenance or repair obligations, Landlord is authorised to execute or commission a third party to execute the work at the expense of Tenant after having notified Tenant of such. Landlord is not obligated to notify Tenant in the event that the work, that is for the expense of Tenant, is urgent and cannot be postponed. In that event, Landlord is authorised to execute or commission a third party to execute the work immediately, at the expense of Tenant.

Article 11. Liability of Tenant

11.1 Tenant is liable for all damage to the Accommodation that Tenant may be held accountable for as a result of a compliance violation of any obligation(s) pursuant to the Contract. All damages to the Accommodation (including fire damage and damage to the outside of the Accommodation/ Building) are presumed to have been caused by such. 'Damage' includes, but is not limited to resulting loss of (rental) income.

11.2 The liability as specified in Article 11.1 also applies to damage caused by persons allowed entry to the Accommodation by Tenant.

11.3 The liability specified in Article 11.1 also applies to damage caused by implementing, or having implemented by third parties, modifications or alterations to the Accommodation and Technical systems, without the prior written consent of the Landlord.

Article 12. Inspections, Urgent Repairs

12.1 Upon Landlord's request, Tenant shall allow Landlord to inspect the Accommodation, also in relation to (prevention of) defects and Landlord repair works.

12.2 In the event that urgent repairs or work is required to the Accommodation, the Common areas, or the Building (including work required by the authorities), Tenant must accept and permit such work, without having claim to reduction of any payment obligation, dissolution of the Contract and/or

compensation for damages. Landlord shall provide timely notice to Tenant concerning the nature and scope, commencement date and duration of the work and/or repairs, unless this is not possible given the urgent nature of the repairs or works.

- 12.3 In urgent cases (at the discretion of Landlord), where required, Landlord is authorised to enter the Accommodation without prior permission of the Tenant.
- 12.4 Tenant shall grant access to persons contracted by Landlord to conduct inspections or execute work to the Accommodation upon presentation of their identification.
- 12.5 Safe for unforeseen circumstances such visits, respectively work, shall be limited to working days between 8 AM and 6 PM, with a reasonable period of prior notice.
- 12.6 Landlord is not liable for damages suffered by Tenant as a result of aforementioned actions, unless Landlord can be held accountable as a result of severe negligence or gross default.
- 12.7 Tenant shall grant access to persons contracted by Landlord to clean the outside windows upon first request.

Article 13. Alterations by Tenant

- 13.1 Tenant is prohibited, unless Tenant has acquired prior written consent from Landlord, to make changes to the Accommodation, unless such changes may be reversed without notable cost at the end of the Contract. Changes to the exterior of the Accommodation are not permitted under any circumstance. Landlord is entitled to give its consent subject to (financial) conditions.
- 13.2 Landlord is not liable for damage or injury suffered by Tenant and/or third parties related to the modifications and additions implemented by Tenant.
- 13.3 Damage or injury suffered by third parties caused by and/or related to modifications to the Accommodation made by Tenant is for the account of Tenant. Tenant indemnifies Landlord from all such claims for compensation of damages by third parties.
- 13.4 Modifications made by Tenant without the prior consent of Landlord shall be reversed by Tenant upon first request by Landlord.
- 13.5 Modifications made by Tenant (with or without prior consent) shall be reversed by Tenant upon first request by Landlord if Landlord deems this necessary for the execution of repairs, maintenance or renewal to the Accommodation or the Building.

Article 14. Building Regulations

- 14.1 Tenant is prohibited from accessing the roof of the Accommodation or the Building, except for the designated rooftop terrace or in event of an emergency via the emergency routes.
- 14.2 The Accommodation or the Building (especially balconies and/or windows) may not be used to visibly hang laundry, posters, placards, bicycles, waste etcetera, or place awnings/sun screens.

- 14.3 The use of (inline) skates, roller skates, skateboards, waveboards, scooters, segways etcetera is prohibited.
- 14.4 It is not permitted to place doormats in front of the front doors to the Accommodation.
- 14.5 Tenant is obligated to take measures to prevent damage to the Accommodation. In the event that Tenant discovers (impending) fault or damage to the Accommodation or suffers disruption of his/her residence rights, Tenant is obligated to notify Landlord of such immediately, in writing, in default of which Tenant must compensate Landlord for the damage caused by his/her negligence/failure to notify Landlord. Fault or damage or impending fault or damage, under this clause includes damage to pipes, cables, barrels, drains, sewers, installations and equipment.
- 14.6 Tenant must take appropriate measures to prevent clogging of drains. It is forbidden to flush sanitary napkins, tampons and (deep frying) fat down the toilets or sink.
- 14.7 Tenant must be connected to the standard power sources provided by Landlord. Tenant is not permitted to use alternative power sources.
- 14.8 In order to prevent unwelcome visitors to the buildings, Tenant will not allow strangers to enter with them. Unknown parties must be asked to use the doorbell in order to be granted or refused access to the building by the appropriate Tenant. The entrance doors must be closed after each use. Emergency doors, emergency staircases and escape routes may not be used as day to day entrances or exits from the building. The Tenant must inform the Service Desk or Security Service immediately on any suspicious or potentially dangerous situation.
- 14.9 Keeping pets (such as dogs, cats, birds, reptiles, insects, etc.) in the Accommodation is prohibited. Keeping guide dogs (*'gecertificeerde hulphonden'*) is only permitted with prior written consent of the Landlord.
- 14.10 Due to the pipes that run through the walls and flooring, screwing and/or drilling in the walls, floors or ceilings is prohibited. Holes must be repaired invisibly when the Accommodation is vacated. Failing this means the related costs of repairs will be for the Tenant's account.
- 14.11 It is prohibited to install large household appliances (such as dishwashing machines, washing machines, tumblers, freezers) if the Accommodation does not have any specific facilities available for these.

Article 15. Termination Contract

- 15.1 Unless early termination of the Contract is excluded for a certain period of time, the Tenant has the right to terminate the Contract as of the first day of a month and with due observance of a notice period of at least one full calendar month. Notice of termination must be given by means of a registered letter, bailiff notification, regular letter or e-mail with confirmation of receipt. Landlord shall provide e-mail confirmation of receipt of the termination notice.
- 15.2 Landlord may terminate the Contract upon the first day of the month by means of a registered letter or bailiff order. In this document Landlord shall provide the grounds for termination. The

notice period for Landlord is three months, a period that is increased by one month to a maximum of six months for every year that the agreement has been in force. In the termination notice, Landlord will request Tenant to provide, within six weeks, a written confirmation of Tenant's acceptance of the termination of the agreement.

- 15.3 Tenant and Landlord may terminate the Contract with mutual agreement in writing on any date specified by them.

Article 16. Exit Inspection and Delivery Protocol

- 16.1 Prior to the end of the Contract, Tenant and Landlord shall conduct a joint inspection of the Accommodation in order to determine any changes or damages to the Accommodation with respect to the entry Inspection form.
- 16.2 Tenant and Landlord shall subsequently, using the entry Inspection form, determine which repairs that are for the expense of Tenant, are required to return the Accommodation to its original condition. Landlord shall provide Tenant with a quote for estimated repair and/or cleaning costs. Both Landlord and Tenant shall receive a signed copy of the exit Inspection form.
- 16.3 Tenant and Landlord shall schedule an appointment for the provisional delivery and final delivery of the Accommodation. If the Tenant does not respond to requests by the Landlord to schedule an appointment in connection with this within 3 business days or if the Tenant refuses to cooperate with the delivery, the Landlord is entitled to dispense with the provisional delivery and/or to unilaterally make a binding decision for the exit Inspection form.
- 16.4 Landlord will allow Tenant the opportunity to conduct the required repairs stated in the exit Inspection form for its account, within a reasonable time frame as determined by Landlord, prior to the final delivery.
- 16.5 Final delivery will take place no later than on the last working day (5:00 PM) before the end of the Contract.
- 16.6 In the event that Tenant has not returned the Accommodation to a good condition upon the end of the Contract, Landlord is authorised, without further notice of default, to conduct repair and cleaning work in accordance with the exit Inspection form and all incurred reasonable costs as stated in the exit Inspection form and any potential damage to the Accommodation as a result of vacancy shall be charged to Tenant. Landlord is authorised to deduct the costs as defined in the previous sentence from the security deposit.
- 16.7 Tenant shall return the Key Tag, mechanical keys of the postal box and the meter cupboard (if applicable) and all other items owned by Landlord at the final delivery.

Article 17. General Delivery Terms

- 17.1 Upon the end of the Contract Tenant will return the Accommodation in good and clean condition to the general free use of the Landlord, and Tenant will remove all his/her belongings from the Accommodation.

- 17.2 The Accommodation is considered to be in good condition if it is evident that:
- Tenant has complied with his/her cleaning, maintenance and repair obligations before vacating the Accommodation.
 - Tenant has repaired all damage for which he is liable.
 - Alterations done by Tenant have been reversed, in accordance with the Contract and/or the Law.
 - All Finishing and furniture items are complete.
- 17.3 The Tenant waives his rights to and forfeits possession of any movables that are not removed from the Accommodation upon delivery. Landlord is authorised to remove all movables that have been left in the Accommodation after delivery and dispose of said property as it sees fit. Any labour, transport, storage or disposal costs will be deducted from the security deposit or claimed if the security deposit is not sufficient.

Article 18. Mounting Signs, Flags, etc./ Nameplates

- 18.1 Mounting nameplates, advertisements, signs, cameras, flags, banners, planters, spotlights, satellite dishes, antennas, radio antennas, air-conditioning and air treatment installations and all protruding objects in general in or on the exterior of the Accommodation or Building is prohibited.
- 18.2 Nameplates and stickers on the doorbell panel, mailboxes and front doors are prohibited apart from any specific facilities provided by the Landlord that intent personalization by the Tenant (if applicable).

Article 19. Inspection by Landlord/Compliance Violations/Default

- 19.1 In the event that Landlord wishes to inspect the Accommodation in order to ascertain compliance of Tenant with his/her obligations, Tenant is obligated to make this possible.
- 19.2 In the event that either party does not comply with any obligation defined in the Contract, expressly including the provisions of these General Terms and Conditions MB275. the claimant shall inform claimee that he/she is in default, where legally required by means of a written notification of default.
- 19.3 Notice of default is not required with respect to non-timely payment of Rent, non-compliance with the obligations in Article 9, in the event that default cannot be fully reversed or in the event that claimant may interpret a statement by claimee to mean that claimee shall remain in default of compliance with the agreement.
- 19.4 The Parties agree that any non-performance on part of the Tenant entitles the Landlord to terminate the Contract.
- 19.5 In the event that Tenant remains in default of compliance with his/her obligations pursuant to Law, ordinances and/or the Contract and Landlord is required to take legal measures, all subsequent incurred costs are for the expense of Tenant. Landlord is authorised to charge Tenant for collection costs in accordance with the rates stipulated in the 'Decree on compensation for extrajudicial collection fees' ('Besluit normering buitengerechtelijke incassokosten').

- 19.6 Pursuant to this Article, Tenant owes Landlord extrajudicial (collection) costs, including legal fees, upon such time that Landlord lodges its claim with any third party. These costs amount to 15% of the main claim amount and a minimum of € 40.00 increased by the VAT due in respect thereof.
- 19.7 Without prejudice to its further rights and authority, Landlord is authorised to suspend its obligations pursuant to the Contract in full or in part, in the event and for the duration of Tenant's failure to fully, partially, or properly comply with his/her obligations.

Article 20. Eviction

- 20.1 In the event of forced eviction, the bailiff will inform the Tenant on the date on which the forced eviction will take place. The Tenant waives his rights to and forfeits possession of any movables that are not removed from the Accommodation before this date. Landlord can remove all movables remaining in and around the Accommodation on the date of forced eviction and place them by a publicly accessible road. Tenant is aware of the fact that these movables can be removed and destroyed shortly after placement by a publicly accessible road. Landlord, and all parties appointed by him to assist him with the execution of the relevant court order, expressly deny any liability for damage to, loss and/or theft of these movables.

Article 21. Personal Data Privacy

- 21.1 With due observance of applicable personal data privacy laws, Landlord and - if applicable - affiliated companies will process Tenant's personal data in accordance with the Data Privacy Notice (and the Privacy Policy referred to therein). A copy of the Privacy Notice has been provided to Tenant prior to signing the Contract. The leading Privacy Notice and Privacy Policy are also available for (further) inspection via the Service Desk.
- 21.2 If the Contract was concluded based on a collaboration between the Landlord and an Education Institute, the Landlord is entitled to notify the Education Institute if the Tenant has arrears in payment and/or fails to perform one or more other obligations under this Contract.

Article 22. Application and Move In Fee

- 22.1 The Tenant must pay a one-time "move-in fee" of €100.00. This fee pertains to, among other things and if applicable, the administration of the contractual information, the coordination of the moving and delivery and technical inspection of the Accommodation, the introduction of MB275 and the applicable rules and facilities and the issuance/ personalization/ activation of a MB275 Key Tag and nameplates. The Landlord is entitled to refund the application fee paid by the Tenant by setting it off against the due move-in fee.

Article 23. Waste products, Paper and chemical waste

- 23.1 Tenant is obliged to comply with the instructions of semi-public institutions, governmental guidelines or regulations regarding the separation of waste products.

- 23.2 Public containers (e.g. for glass, paper/cardboard/household waste) are available at close distance of MB275. It is prohibited to dispose of hazardous waste and/ or hot/ smoldering objects in the containers. Household waste must be wrapped in the appropriate waste bags and placed in the correct container. It is not permitted to litter in the container area or place waste outside the public containers. Bulky waste, such as old furniture etc. may never be left in the container areas. Bulky waste should be disposed by the Tenant at dedicated recycling locations as specified by local authorities. Large items in fair condition can often be donated to local second-hand shops.
- 23.3 In order to uphold hygiene and pest control, food must be stored and sealed, and food waste must be disposed of immediately in garbage bags and placed in sealed waste bins. Tables, floors, etc. must be kept clean. Should pests be found in the Accommodation, Tenant must notify the Service Desk immediately.

Article 24. Complaints

- 24.1 Complaints and request can be submitted to the Service Desk in writing or digitally via the resident's portal. In urgent cases, this may be done verbally. The Landlord shall confirm the complaint or request as soon as possible in writing.

Article 25. Property Manager

- 25.1 If a property manager is appointed by the Landlord, the Tenant shall consult with the property manager on all matters arising from the Contract.

Article 26. Service Desk and Security Service

- 26.1 A Service Desk has been established for the tenants of the Building. The Service Desk can be contacted for any questions or comments during opening hours. Tenant must always state name and apartment number when contacting the Service Desk.

The Service Desk can assist the Tenant in the following matters (amongst others):

- Tenant registration
- (waiting list for) additional bicycle and car-, scooter- and motor parking
- Contracts related matters.
- Rent and service charge collection
- Inspection form upon the entry and exit
- Key Tag
- (fire) safety regulations
- inspection smoke detectors in Common areas
- emergency drills (if applicable)
- registration with local municipality (if possible)
- assessment requests for using facilities for activities
- manage maintenance
- process damage reports
- notification centre emergencies
- notification centre disturbances
- contact point prefects

- coordination Security Service
- support, inspection and delivery upon termination of the Contract
- security deposit management
- execution Landlord penalty policy
- if present on site; package lockers

26.2 Landlord has enlisted the services of a Security Service for the tenants of the Building. Tenant must always state name and apartment number when contacting the Security Service.

The Security Service will regularly (i.e. not full time) be present at MB275 and is available for emergencies outside opening hours of the Service Desk.

Security Service sees to it that safety regulations and the rules of use/ conduct at the Building are complied with and will notify Landlord or the Service Desk of any violations.

For security purposes, surveillance cameras have been installed in/ on the Building. Images are visible for Service Desk employees. Recorded images will not be saved for longer than is legally permitted. Landlord will not make saved images available to tenants and third parties, unless Landlord is legally required to do so or as a result of a court order.

Article 27. Fire Safety and Emergencies

- 27.1 Tenant is expected to be familiar with the fire safety regulations and to know what action to take in the event of an emergency. The fire safety regulations and emergency protocols are available at the Service Desk.
- 27.2 In the event of a fire or other emergency, Tenant must notify the Service Desk and/or Security Service immediately.
- 27.3 Tenant must personally conduct inspections of the smoke detector(s) in its Accommodation. The smoke detector has a backup battery for when the power fails. When the battery is empty it will beep, indicating that the battery needs to be replaced by Tenant. The smoke detector has a test button, which the Tenant must use once every month. The Tenant shall cooperate with any inspection of the smoke detector(s) in the Accommodation by or on behalf of the Landlord. Should a smoke or fire detector alarm go off, an inspection by the employees of the Service Desk is always required. Blocking, removing, unnecessarily activating or otherwise impeding with the smoke detector(s) is strictly forbidden. In the event that unnecessary costs are incurred as the result of actions by Tenant, those costs will be charged to that Tenant.
- 27.4 All floors in the Building are equipped with fire extinguishers and smoke detectors in the Common areas. These will be inspected annually, and where required, tested. In the interest of general safety, this equipment is clearly visible, accessible and in working order. Blocking, removing, unnecessarily activating or otherwise impeding with this equipment is strictly forbidden.
- 27.5 It is expressly prohibited to park bicycles, mopeds, scooters, motorcycles or cars outside the Parking Facility on the premises of the Building.

- 27.6 Smoking cigarettes, cigars, e-cigarettes, marijuana and/or any other plants or narcotics included in the Opium Act and the use of nitrous oxide and water pipe is prohibited in the entrances, stairwells, elevators, corridors, bicycle storage areas, scooter parking areas, or all further common areas of the buildings. Littering in these areas and on accommodation grounds with respect to cigarette and cigar butts, rubbish and paper is prohibited.
- 27.7 Open fire is strictly prohibited on the entire premises of the Building.

Article 28. Key Tag

- 28.1 The Key Tag allows access to the Accommodation, the Building and Facilities. The Key Tag will remain the property of Landlord and is strictly personal. It is not permitted to lend the Key Tag to third parties without the prior written permission of the Service Desk. It is not permitted to copy the Key Tag or to carry/ use a copied Key Tag. Only one Key Tag is issued per Tenant.
- 28.2 In the event the Key Tag is forgotten, damaged or lost, Tenant must notify the Service Desk immediately. Upon submitting valid identification, the old Key Tag will be deactivated and Tenant will be given a new Key Tag. For this a € 15 administrative fee will be charged. In case of a forgotten Key Tag, the Tenant has the possibility to hand in the forgotten Key Tag at the Service Desk within 30 minutes, in which case a discount of 50% will be applied to the administrative fee. Any specific costs for Security Service as a result of a forgotten, damaged or lost Key Tag, will be charged to the individual Tenant and will not be proportionally charged to all Tenants via the Costs for additional supplies and services.
- 28.3 Tenant cannot authorize a third party to apply for a new Key Tag or to receive a new Key Tag on his behalf.
- 28.4 Upon delivery of the Accommodation at the end of the Contract the Service Desk will collect and deactivate the Key Tag.

Article 29. Final Provisions

- 29.1 In the event that Tenant requests permission from Landlord for deviation from the provisions of the Contract and Landlord grants such permission, such permission is exclusively applicable to the case or the instance for which Tenant has made the request, and Tenant must lodge a new request for all subsequent cases/instances. Landlord is authorised to impose additional conditions on its permission.
- 29.2 Should a provision of the Contract become void or inadmissible, this shall not affect the validity of the remaining provisions. The invalid or inadmissible provision shall be replaced with a provision that comes as close as possible to the nature and purpose of the invalid or inadmissible provision, such as would have been agreed upon by parties had they been aware that such provision was void and inadmissible.
- 29.3 Notifications of interest to all tenants shall be sent by email and/ or posted on notice boards in the entrance halls or elevators of the Buildings.

29.4 In circumstances that the Contract does not provide for, the decision will be for Landlord.