

GENERAL TERMS AND CONDITIONS

General terms and conditions which form an integral part of the model tenancy agreement for temporary hiring and letting of fully or partially furnished houses or apartments, intended for the use of NVM members in and around the region of The Hague. Registered at the Public Registry of the Court of The Hague on 31 May 2006, under register nr. 44 / 2006.

General

- 1.1 The premises are intended exclusively for use as living accommodation for the lessee and lessee's family. If the living accommodation is hired by a corporate entity, then the premises are intended exclusively for use as living accommodation of the occupant and occupant's family as specified in the tenancy agreement.
- 1.2 Lessee shall use the premises in an appropriate manner during the term of the rental period, consistent with the existing limited rights, with the requirements specified or to be specified by the government or public utilities, and with instructions from or on behalf of the lessor.
- 1.3 Lessor will not make the premises available to the lessee until the agreement to which these terms and conditions apply has been signed by or on behalf of both parties and payment of the rent for the first rental period, as well as the security deposit, bank guarantee, or other guarantee has been completed and / or executed.
- 1.4 Except with written consent from the lessor in advance, the lessee and / or the lawful occupant may not transfer responsibility for payment partially or wholly to third parties, nor make the premises available for the occupation or use by third parties, nor sublet the premises.

Condition at commencement and termination of tenancy

- 2.1 The condition of the premises at the commencement of the tenancy should be established in a dated inspection report produced in duplicate, which shall be signed by both parties immediately at the conclusion of the inspection. Upon commencement of the tenancy agreement, each party shall receive a copy. Lessee is entitled to report to lessor any defects in the premises within the first month of occupation of the premises. These defects should be either corrected at lessor's expense or at least be appended to the condition report.
- 2.2 If, under additional services in article 4 of the agreement, the use of furnishings, fixtures and fittings, and equipment and appliances is provided for, then these shall be described in the above mentioned inspection report.
- 2.3 Lessee is obliged, at the termination of the tenancy agreement, and when use of the premises has ended:
 - To return the premises to the lessor in the original condition, with the exception of normal wear and tear, completely vacated and thoroughly cleaned, and to hand over all keys to the lessor or lessor's designated property manager / designated representative.
 - To remove anything which has been placed in or on the premises by the lessee or by the previous lessee or occupant which the lessee has taken possession of, unless otherwise agreed in writing by both parties.
 - To leave the garden in a well-maintained state, including necessary pruning, if premises include a garden.
- 2.4 At the termination of the agreement, the parties shall inspect the premises together at least two weeks prior to the termination date of the tenancy agreement, on the basis of the inspection report drawn up at the commencement of the tenancy agreement. The transfer report based on this inspection shall be compiled and signed by both parties. This report will specify which maintenance and restoration work the lessee is responsible for. If the lessee does not co-operate in the inspection or does not wish to sign the transfer report, then the specified findings of the lessor will be presumed to be correct, unless the lessee proves otherwise. Lessee shall carry out those maintenance and restoration works mentioned in the transfer report prior to the date of the termination of the tenancy agreement.
- 2.5 If, on the date of the termination of the tenancy, the lessee has failed to carry out the maintenance and restoration work specified in the transfer report or has done so insufficiently, the lessor has the right to carry out these work activities, the costs for which shall be borne by the lessee, after the lessee has been declared in writing to be in default by the lessor or on behalf of the lessor. If, at the termination of the tenancy, the lessee is required to restore the damage himself or herself, then the lessee will compensate the lessor at a rate equal to the (pro-rated) monthly rent for the period during which the restoration work takes place .

Initial Lessor:

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Initial lessee:

Maintenance and division of costs

- 3.1 Lessee is deemed accountable for carrying out the following maintenance and for the following costs:
- a. the subscription to, fixed charges for, connection and consumption of electricity, gas, water, including water-heaters (if any);
 - b. the connection and subscription for the telephone;
 - c. subscription charges for cable television;
 - d. the subscription for an alarm system (if any);
 - e. the charges for security service (if any);
 - f. minor repairs
 - g. maintenance of the garden, if applicable;
 - h. the thorough cleaning of the premises — including dry cleaning and other such activities as needed — on or immediately before the termination date of the tenancy agreement;
 - i. all taxes and fees that are assessed by the government to the lessee;
 - j. damage to glass on the premises;
 - k. property insurance for the personal property of the lessee.
- 3.2 Lessor is deemed accountable for carrying out the following maintenance and for the following costs:
- a. annual maintenance of the central heating system, cleaning of geysers and boilers (to be carried out by a certified installation engineer), the sweeping of chimneys and the cleaning of gutters and rain-water drains;
 - b. defects in or on the premises, including defects to and/or replacement of equipment and appliances delivered with the premises;
 - c. major garden maintenance;
 - d. provision of at least one connection for cable television and radio, and telephone;
 - e. real estate tax assessed on the property owner;
 - f. other applicable real estate fees such as ground lease payment, water authority fees, environmental taxes, etc, where such are registered in the name of the lessor;
 - g. building insurance, property insurance for lessor's property in present on the premises as well as a homeowner's third party liability insurance policy;
 - h. the thorough cleaning of the premises — including dry cleaning and other such activities as needed — immediately prior to the commencement date of the tenancy agreement

Damage and liability

- 4 If the premises are not available on the agreed upon date because the premises have not been made ready on time or the previous occupant has not vacated the premises on time, then the lessee shall not be charged rent or for other services and any other obligations which have been agreed to shall be delayed. Furthermore, the lessee can hold the lessor liable for restitution for the damages incurred to the lessee because of the delay if the blame for the delay can be attributed to the lessor, in which case such reimbursement for damages shall be limited to amount equal to the agreed to rent for the period of the delay. If the delay lasts for more than two months, the lessee may annul the tenancy agreement.

Preventing damage, reporting damage

- 5.1 Lessee shall take the necessary measures to prevent damage to the premises. Lessee shall take measures to assure that water pipes and central heating facilities do not freeze and shall see to it that chimneys, drains, gutters, geysers, boilers and other such equipment and appliances remain in good working order.
- 5.2 Lessee shall immediately inform the lessor and / or lessor's property manager / designated representative both in writing and verbally of any damage which shall occur in or to the premises; lessor shall make provisions so that, during periods when the lessor is inaccessible or during long periods of absence, it is possible to report damage to the premises and shall make certain that the lessee is aware of such provisions.

Protection of the residential environment

6. Lessee and / or lawful occupant shall cause no nuisance or disturbance to surrounding residents and shall ensure that third parties present on the premises at lessee's invitation as well as their visitors will act similarly.

Initial Lessor:

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Initial lessee:

Access for lessor

7. In case of intended sale, assessment, letting or to carry out necessary repairs, the lessee shall provide access to the lessor between 09:00 and 17:00 hrs., provided lessor has made an appointment at least 24 hours in advance. Lessee shall ensure that during holidays or other prolonged absence, access to the premises is possible and that the lessor is aware of this possibility. In case of emergency, the lessor has the right to enter the premises without consulting the lessee and/or to make such entry outside the aforementioned times.

Rent adjustment

- 8.1 The annual rent adjustment and the payments for furnishings, fixtures, fittings, and other equipment and appliances as described in article 5 of the tenancy agreement occurs based on the change in the monthly price index as determined by the consumer price index (CPI), CPI series — all households, using the most recent data, as published by the Central Bureau of Statistics (CBS). The adjusted rent shall be equal to the current rent on the date of the adjustment, multiplied by the index number of the calendar month four months prior to the calendar month in which the rent is adjusted, divided by the index number of the calendar month sixteen months prior to the calendar month in which the rent is adjusted.
- 8.2 The rent shall not be adjusted if the adjustment shall result in a lower rent than the last rent in effect.
- 8.3 The adjusted rent is also applicable even if the lessor does not inform the lessee or does not do so in a timely fashion.
- 8.4 In the event that the temporary tenancy agreement is converted to a tenancy agreement for an unspecified term, both lessee and lessor are authorised, at any time after a period of at least five years of tenancy during which no other rent adjustments have taken place except for those as stipulated in articles 8.1. and 8.2, to request a revision of the rent by adjusting the rent to conform to developments in the market rental rate.
If one of the parties, based on the provisions of this article regarding authority to request such rent adjustment, wishes to exercise such authority, this party shall inform the other party at least three months prior to the date on which the revised rent shall take effect. If the parties do not reach agreement within six weeks of receipt of the notice as herein stipulated, either party has the right to terminate that tenancy agreement consistent with prevailing law and the terms of the tenancy agreement.

Fulfilment and delinquency

- 9.1 The rent and payment for additional costs and services are charged in advance, and shall always be paid prior to or on the first day of the period to which the payment applies. Lessee is accountable for any bank charges which may result from transfer of funds from a bank account outside the Netherlands.
- 9.2 Payment of rent and other obligations as stipulated in this agreement shall be fulfilled in advance, prior to the first of the month to which the payment applies, without discount, deduction or compensation.
- 9.3 Lessee is delinquent whenever the term during which payment should be made has elapsed without payment having been received by lessor. In each case when the lessee is delinquent, lessee is charged an interest rate as specified by law over the principal amount owed from the date upon which the delinquency began until the entire principal has been paid.
- 9.4 If the shortcoming of the lessee consists of non-payment or tardy payment of one or more of the agreed to amounts for which he is liable, and the lessor incurs extra-judicial expenses as a result, lessee will be required to compensate lessor. These costs will be set at 15% of the principal with a minimum of € 125 (one hundred twenty-five euros).

Early termination of tenancy agreement by lessee

10. Lessee is entitled to terminate this agreement prior to the termination date if the lessee and / or actual occupant is transferred by lessee's current employer to another location that is 50 km or more from the premises, or in case of termination of employment, or for reason of *force majeure*, provided lessee informs lessor by registered letter, and with a notice of at least one full calendar month. In the termination notice, the reason for termination must be stated, and if the reason for the termination is a transfer or a termination of employment, as described above, such notice shall be signed by the employer.

Initial Lessor:

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Initial lessee:

Security deposit, bank guarantee or personal guarantee

- 11.1 If the lessee meets all obligations, and if no deficiencies in or on the premises are observed at the termination of the tenancy, then the security deposit, bank guarantee and / or personal guarantee shall be returned to the lessee within one month following the end of the tenancy. If the lessee has not met all obligations and / or the transfer report indicates deficiencies in or on the premises which the lessee has not repaired prior to the termination of tenancy, then a claim to the security deposit, bank guarantee and / or personal guarantee can be invoked by the lessor or, in case of a security deposit, may be reduced by an amount equal to all costs owed by lessee to lessor as stipulated in this tenancy agreement, including reimbursement for any damage caused to premises, missing inventory, and for thorough cleaning, dry cleaning and similar activities which may be deemed necessary. No interest will be paid on the security deposit.
- 11.2 The security deposit, bank guarantee or company guarantee shall never be used by the lessee for payment of any amounts for which the lessee is liable under the terms of this tenancy agreement, nor may the lessee apply the security deposit and / or the bank guarantee for payment of any other charge.

Apartments / condominiums

- 12. If the premises are part of a complex that is or shall be divided into apartments or condominiums, then the lessee is obliged to adhere to the obligations and provisions which result from the division document or the applicable rules and regulations. If so required, the lessee shall sign a copy of the applicable rules and regulations stipulating for adherence to said rules.

Law concerning protection of personal information

- 13. The personal information of the lessee may be included in a registry of individuals by the lessor and, if applicable, lessor's property manager / designated representative.

Domicile

- 14.1 If the lessee is an individual, then, beginning with the commencement of the tenancy, all communications from the lessor to the lessee related to this tenancy agreement will be sent to the address of the premises, being the domicile of the lessee and / or the lawful occupant.
- 14.2 If the lessee and / or lawful occupant ceases to inhabit the premises as a permanent residence, lessee shall inform the lessor in writing, such communication to include the new address and place of residence.
- 14.3 In the event that the lessee and / or lawful occupant ceases to inhabit the premises without informing the lessor of the new address, the address of the premises will continue to be considered the domicile of the lessee.