

**GENERAL TERMS AND CONDITIONS OF
CK CAPITAL PARTNERS B.V.**

1. GENERAL

- 1.1. CK Capital Partners B.V. (CKCP) is a private limited liability company formed under Dutch law that has its registered office in Amsterdam, is listed in the commercial register of the Chamber of Commerce under number 58132899 and has VAT no. 8528.89.070.B01. CKCP is active in matters including investing and advising on investments in immovable property with associated leasing activities, seeking investment opportunities in immovable property, commercial management, financial administration, reporting on holding companies of the immovable property and coordinating and maintaining relationships with the relevant parties involved with the immovable property. CKCP's activities also include the coordination of property management that is outsourced to third parties, which incorporates the administrative, financial, commercial and technical management of the immovable property.
- 1.2. These general terms and conditions apply to all services and/or work performed by or on behalf of CKCP, irrespective of the persons within CKCP who perform these services and/or work.
- 1.3. Any arrangements that deviate from or supplement these general terms and conditions are binding if and insofar as CKCP has expressly agreed to these in writing and these apply solely on a case-per-case basis.
- 1.4. The general terms and conditions have been drawn up in Dutch and English and are filed at the trade register of the chamber of commerce under number 58132899. These may also be consulted on the website www.ckcapitalpartners.com. The text of the terms and conditions in Dutch prevails over those in English.

2. PERFORMANCE OF THE WORK

- 2.1. Commissions issued to CKCP are solely valid if their content has been confirmed in writing by CKCP or if CKCP has commenced the implementation of the commission issued. CKCP solely performs commissions issued to it on behalf of the client. Third parties to agreements between the client and CKCP are unable to derive any rights from the work performed by CKCP and/or the manner in which the work has been performed.
- 2.2. CKCP will perform the work to the best of its ability as a contracted party that acts with due care. Nevertheless, CKCP will not be responsible for the achievement of any result or intended result. Changes may only be made to commissions if approved by both parties and confirmed in writing.
- 2.3. Only CKCP will engage with the client as a contracted party and not the legal entity or person directly or indirectly connected to CKCP. It is also not the intention that commissions are performed by a particular legal entity or person that is directly or indirectly connected to CKCP. The operation of Sections 404 and 407(2) of Book 7 of the Dutch Civil Code is excluded.

- 2.4. CKCP is authorised to engage third parties when performing a commission. CKCP will take due care when engaging third parties.
- 2.5. These general terms and conditions also apply to legal entities or persons that are directly or indirectly connected with CKCP or that have been engaged to provide services under the written instructions of CKCP. In the event of a serious shortcoming or omission caused by CKCP due to an error by the aforementioned legal entities or persons, the loss will be limited to the amount that CKCP is able to recover and actually receives from the respective third party or parties in question. CKCP will pay this amount to the client once it has received the amount from the respective third party or parties.
- 2.6. Unless agreed otherwise in writing, the client is not permitted to issue a similar commission to third parties regarding the immovable property pertaining to the commission during the agreed period.

3. FEE

- 3.1. Unless agreed otherwise, CKCP charges a fixed fee per quarter for the work performed, which fee should be paid in advance.
- 3.2. Unless agreed otherwise, the agreed fee excludes VAT and costs.
- 3.3. The client should settle the amounts invoiced by CKCP within 14 days of the date of invoice without any deduction, reduction or setoff. The client waives all rights to invoke suspension or setoff. If payment is not settled, the client will be in default by operation of law and will be subject to late payment interest at the statutory commercial interest rate as stated in Book 6, Section 119a Dutch Civil Code. Costs of recovery measures amounting to at least 10% of the outstanding balance will be at the expense of the client.
- 3.4. If the type and/or content of the commission performed differs to the written agreement, a fee will be payable to CKCP by the client in the customary manner. If this is not possible, an amount will be payable to CKCP by the client that is determined by CKCP and is in accordance with generally accepted standards.

4. TERMINATION OF COMMISSION

- 4.1. CKCP is entitled to immediately terminate the commission in the event of the bankruptcy of or suspension of payment by the client, if the client ceases trading or a resolution for dissolution (and liquidation of its assets) is passed, in the event of the seizure the client's assets or if the client fails to comply with its obligations vis-à-vis CKCP (which include the payment obligations).
- 4.2. CKCP is entitled at all times to terminate the commission earlier, subject to a notice period of 30 days.

5. LIMITATION OF LIABILITY AND LIMITATION PERIOD

- 5.1. CKCP and/or any other legal entities or persons engaged by CKCP cannot be held liable in any manner vis-à-vis the client arising from or relating to a commission issued to it unless there is intent and/or gross negligence.

- 5.2. Any liability of CKCP is limited to the amount that is paid out where relevant under its professional indemnity or business liability insurance policy.
- 5.3. If payment is not made under the insurance policy(s) referred to above in paragraph 1 for whatever reason, any liability of CKCP is limited to the annual fee received by CKCP for the respective commission/service provided by CKCP, or if the commission has lasted for less than one year, the fee that CKCP has received from the client.
- 5.4. All rights to claims and other entitlements that the client has for whatever reason vis-à-vis CKCP in relation to the work performed by CKCP will expire in any event once a period of 12 months has passed from the moment that the client became aware or reasonably ought to have become aware of the existence of these rights and/or entitlements.

6. CONFIDENTIALITY

Both the client and CKCP are under the obligation to maintain the confidentiality of information that they have received in confidence from the other party or from sources as part of the commission, except where this information is vested with a statutory duty to disclose. Information is deemed confidential if it has been shared by the other party or if this is implied by the nature of the information.

7. DISPUTES AND APPLICABLE LAW

- 7.1. Disputes between the client and CKCP will be settled by the competent court in Amsterdam.
- 7.2. The legal relationship between the client and CKCP is governed by Dutch law.