

## **GENERAL TERMS AND CONDITIONS FOR B2B, Version 1.4**

These are the general terms and conditions of Lento Operations B.V. and all its affiliated companies, with its registered office in Venray, and principal place of business at Keizersveld 53 D, 5803 AP Venray, the Netherlands.

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### **Article 1 | Definitions**

In these terms and conditions, the following terms have the meanings given:

1. Account: the personal online environment in the Portal made available to the User by Lento for the purposes of using and managing the Service.
2. Advertisement: the advertisement in which lettable units are offered and which is visible in Lento's Portal.
3. General Terms and Conditions: the most recent version of these General Terms and Conditions.
4. Consumer: a natural person who is acting for purposes other than his business or professional activities.
5. Day: calendar day.
6. Service(s): the facilitation of the Portal and all services offered by Lento via the Portal, such as providing letting services, including but not limited to the possibility of offering lettable units, providing Tenancy Agreements for the letting of the lettable units to be used by the Landlord and the Tenant (to which Lento is not a party), providing accommodation-related services and services in the area of accounting and financial settlement, including all Portal content.
7. User: the party with whom Lento enters into an Agreement concerning the use of the Service, being a Landlord or a Tenant.
8. Tenant(s): the lessee of a Lettable unit.
9. Tenancy Agreement: the tenancy and/or temporary tenancy agreement between the Landlord and the Tenant (possibly including a subtenant) - based on model agreements - which is made available by Lento and must be concluded via the Portal. Lento is not a party to Tenancy Agreements; these are concluded between the Tenant and the Landlord only.
10. IP Rights: all present and future intellectual property rights, anywhere in the world, in respect of the Portal, belonging to Lento and/or its licensors now or

in the future, including copyrights, database rights, trademark rights, design rights, trade name rights, domain name rights, patent rights, trade secret rights as well as similar rights under unwritten law, such as rights regarding slavish imitation.

11. Intermediary: a User of the Portal, the legal entity (legal person of corporate entity) who rents rentable units, or places a reservation on behalf of third parties, after which third parties immediately enter into a rental agreement with the Host;
12. Lento: Lento Operations B.V. and all its affiliated companies, the administrator of the Portal and the Services that are made available to Users of the Portal.
13. Agreement: the framework agreement(s) between Lento and the User under which Lento will perform the Services and of which the General Terms and Conditions form part. The Agreement is concluded as part of a system for electronic Services organised by Lento, without the physical presence of the Parties, which solely uses one or more means of distance communication until the Agreement is concluded.
14. Parties: Lento and the User.
15. Portal: Lento's digital platform, accessible via [www.lento.eu](http://www.lento.eu) and including all Services offered via this platform.
16. In Writing/Written: by e-mail or electronic message (via the Portal and/or the Account).
17. Landlord(s) or Host: a User of the Portal, the natural or legal person(s) offering lettable units for rent via the Portal.
18. 'Lettable Unit' or 'Rented Premises': lettable unit(s) which the Intermediary of Host offers for rent and in respect of which Tenancy Agreements are concluded.

## **Article 2 | General**

1. These General Terms and Conditions apply to the use of the Portal, the Service, all offers for intermediation services made by Lento, order confirmations, all negotiations between Lento and the User and to all Agreements with the User concluded or to be concluded by Lento, as well as to the performance thereof. These General Terms and Conditions also apply to third parties engaged by Lento.
2. Before the distance Agreement is concluded electronically, the text of the General Terms and Conditions will be provided to the User electronically via the Portal in such a way that the User can easily store it on a durable data carrier.
3. If and insofar as one of the provisions of the Agreement or these General Terms and Conditions proves to be void or voidable, the remaining of the Agreement and General Terms and Conditions will remain in full force. The Parties will then consult to agree a new provision as a replacement, which

should approximate the purpose and purport of the void or voided provision as closely as possible.

4. In the event of a conflict between the text of the General Terms and Conditions and the Agreement, the provisions of the Agreement will prevail.
5. If Lento does not (or not immediately) exercise its rights under the Agreement and/or the General Terms and Conditions, this does not affect its right and possibility to do so in the future for reasons of its own.
6. These General Terms and Conditions and Agreements have been drawn up in Dutch. In the event of a difference between the Dutch text of these General Terms and Conditions and/or an Agreement and a translation thereof, the Dutch version will prevail. The Dutch version will also prevail in the event of a difference of opinion regarding the interpretation of these General Terms and Conditions and/or an Agreement.
7. References to Dutch legal concepts are deemed to have the meaning ascribed to them by Dutch laws and regulations, unless the contrary is expressly shown. References to Dutch legal concepts are deemed to refer, in respect of any other legal system, to the concept which in that legal system comes closest to the Dutch legal concept.

### **Article 3 | Changes**

1. Lento reserves the right to change the text of the General Terms and Conditions at any time and will notify the User of any changes or supplements in Writing, or via the Service and/or the Portal. Use of the Service and/or the Portal after the effective date will constitute acceptance of the changed or supplemented terms and conditions.
2. Lento reserves the right to make changes to the Portal and/or the Services and to remove Services.

### **Article 4 | Formation of the Agreement**

1. An Agreement is formed when the User creates an Account.
2. Lento is entitled at any time to refuse an Account and/or a Service and/or an Advertisement from the User. In doing so, Lento is not obliged to state the reasons for this.
3. Any oral or other arrangements made between the Parties after the Contract has been concluded will become effective only after both Parties have confirmed them in Writing.
4. In connection with the performance of the Agreement, Lento is authorised to act as an intermediary and to engage intermediaries or third parties.
5. Lento is entitled to transfer its rights and obligations arising from the Agreement to a third party taking over the Portal, the Services or the relevant company or business activities from Lento.

6. The User guarantees that all information required by Lento is provided to Lento correctly and completely. Lento is not liable for any shortcoming, damage and/or loss arising from or connected with incorrect or incomplete data provided by the User to Lento.

## **Article 5 | Supply and performance**

1. The Service is offered by Lento with the aim, among other things, of bringing Tenants and Landlords of lettable units into contact with each other and offering financial and administrative services via the Portal. The User is aware that Lento only has a facilitating role and is not responsible for the conclusion of the Tenancy Agreement(s) between Users and any Consumers.
2. As far as possible, Lento provides the Service “as-is”, which means that it gives no guarantees as to the operation of its Service and/or Portal.
3. Lento shall make reasonable efforts to keep the Portal available, to make it work and to take the relevant security measures. Lento gives, however, no guarantees as to the availability, operation and security of its Service and/or Portal.

## **Article 6 | Use of the Service**

1. Registration of the Account by the User is free of charge. The Landlord or the Tenant, however, is obliged to pay the amounts for the use of the Service as agreed in the Agreement.
2. In order to use the Service, the User will create a user name and password, after which registration of the User’s Account will be completed.
3. The User is at all times responsible for the choice of user name and password, despite the fact that these may initially have been provided by Lento or third parties.
4. The User must protect access to his account from unauthorised persons by means of his user name and password. In particular, the User must keep the password strictly confidential. Lento may assume that all actions from the User’s account after login with his user name and password take place under his direction and supervision. The User is liable for all these actions.
5. Lento is not liable for any misuse or loss of the login details.

## **Article 7 | Intellectual property and right of use**

1. All IP Rights to the Portal are vested in Lento and/or its licensors.
2. Without the prior Written consent of Lento and/or its licensors, the User is not permitted to disclose, reproduce or in any other way use (or allow a third party to use) the Portal, in whole or in part, in such a way as to cause any direct or

indirect damage to, or take any unjustified advantage from (the reputation of) the IP Rights of Lento and/or its licensors.

3. Notwithstanding Article 7.2, Lento hereby grants the User, solely for the purpose of execution of the Account, a non-exclusive, non-transferable, non-sublicensable licence to use the Portal for the duration of the Account. The User hereby accepts this licence. Lento is at all times entitled to terminate this licence unilaterally, early and with immediate effect, without having to pay the User any compensation.
4. The User is not allowed to remove any designation concerning the confidential nature or IP Rights from the Portal or to change such designation. If any IP Rights in relation to the Portal are acquired by application or registration, only Lento will be authorised to do so.
5. The User indemnifies Lento against any loss arising from any infringement of IP Rights by the User in respect of the Portal. The User will compensate Lento for all costs and loss, including the costs of legal assistance, arising from a violation of this Article 7. The User undertakes to take measures at its own expense in order to limit the costs to be incurred and/or loss to be suffered by Lento.
6. If this Article 7 is violated, Lento will be entitled to terminate the Agreement in whole or in part with immediate effect and without judicial intervention, without prejudice to Lento's other rights and without any limitation of liability applying on the part of the User. If the Agreement is terminated on the basis of this Article 7, Lento will not owe the User any further compensation either.

## **Article 8 | Rules of use**

1. It is prohibited to use the Portal, the Service and/or the Account for any acts in violation of Dutch or other applicable laws and regulations. This includes storing or distributing information via the Portal, the Service or the Account which is libellous, defamatory or racist, as well as creating Accounts under another person's name or otherwise impersonating another person.
2. In addition, the Portal, the Service or the Account may not be used to:
  - a. express indecent language;
  - b. post information at places where this is inappropriate;
  - c. disseminate information that is pornographic or erotic (even if such information is, in itself, not illegal);
  - d. disseminate information in violation of copyrights, or place hyperlinks to such information;
  - e. breach the privacy of third parties, for example by disseminating third-party personal data without any basis or repeatedly harassing third parties with communications they do not want.
3. In particular, but not exclusively, it is prohibited to (allow to) adversely affect the Portal, the Service and/or the Account or to use the Portal, the Service or

the data obtained therefrom to infringe upon the rights of others. This includes, but is not limited to:

- a. sending unsolicited e-mail or other communications on a large scale;
  - b. causing nuisance or disruption, including by conducting or coordinating denial-of-service attacks, running botnets or malicious software, such as viruses or spyware.
4. The User will not use the personal data of other Users obtained through the Service for any purposes other than the conclusion of a Tenancy Agreement and all related acts. Lento refers to Article 18 of these General Terms and Conditions.
  5. Except for the normal use of the Service, the User is prohibited from contacting other Users for commercial purposes of any kind.
  6. If Lento ascertains that the User is in breach of the aforementioned terms and conditions, or receives a complaint in this respect, Lento may itself intervene in order to end the breach. In doing so, Lento is entitled to terminate the Agreement and the Service with immediate effect, without reimbursing any costs already paid and without owing any compensation or damages. In addition, the Account will be blocked.
  7. If, in the opinion of Lento, any hindrance, damage or other danger to the functioning of the Service occurs, Lento is entitled to take all measures it reasonably considers necessary to avert or prevent such danger. In particular, Lento is entitled to change or delete any information and/or Advertisement posted by the User at its own discretion.
  8. Lento is at all times entitled to report any offences it has discovered. Furthermore, Lento is entitled to provide the name, address, IP address and other necessary personal data of the User to a third party who complains that the User infringes its rights or these General Terms and Conditions, provided that the correctness of the complaint is, in all reasonableness, sufficiently plausible, there is no other way to obtain these data and the third party has a clear interest in the data being provided.
  9. The User is liable for any damage or loss incurred by Lento as a result of a violation of one of the paragraphs of this Article. Lento may recover from the User any damage or loss resulting from breaches of these rules of conduct. The User indemnifies Lento against any claims of third parties in connection with information placed by them.

## **Article 9 | Availability and maintenance**

1. Lento endeavours to make the Service available, but does not guarantee uninterrupted availability of the Portal, the Account and the Service.
2. Lento actively maintains the Service and the Portal. Maintenance may take place at any time, even if this may lead to a reduction in availability. Maintenance will be announced in advance, where possible.

3. Lento may from time to time modify the functionality of the Service and the Portal. User feedback and suggestions are welcome, but ultimately Lento itself will decide which adjustments to make. Lento is entitled to implement these changes without prior notice.

## **Article 10 | Complaints procedure**

1. Any complaints about the performance of the Agreement must be submitted to Lento in Writing, along with a full and clear description, within a reasonable period, not exceeding 3 Days, after the User has discovered the defects.
2. Any complaints submitted to Lento in a correct manner will be addressed within a period of 14 Days from the date of receipt. If a complaint requires a foreseeably longer period to process, Lento will respond within the 14-Day period, acknowledging receipt and indicating when the User can expect a more detailed response.
3. If a complaint is made within the meaning of this Article, the complainant must give Lento the opportunity to further investigate the merits of the complaint within 5 Days of the complainant's notice of it.
4. Complaints will not be handled by Lento if:
  - a. the object to be let/rented differs from an image in the Portal;
  - b. the Tenant and/or the Landlord has lodged a complaint regarding the rented object and/or any complaint in relation to the Tenancy Agreement, as Lento is not a party to the Tenancy Agreements and will only serve as a conduit for such complaints;
  - c. the User has incorrect and/or different expectations, even though the Service has been performed in accordance with the User's instructions as laid down in the Agreement;
  - d. the complaints, whether justified or not, are made outside the agreed period for lodging complaints.
5. If Tenants complain about the Tenancy Agreement, Lento is entitled to hold the rent – instead of forwarding it to the Landlord – as long as the Landlord has not dealt with the complaints and/or has proven that these complaints are unjustified.
6. The complainant must always give Lento 4 weeks to resolve the complaint in mutual agreement.

## **Article 11 | Force majeure**

1. If Lento fails to perform the Agreement because of force majeure, Lento may suspend performing the Agreement and therefore will not be bound by any obligation. The User will then never be entitled to compensation for any damage or loss.



2. A non-attributable failure of Lento to perform means any circumstance beyond Lento's control – even if already foreseeable at the time the Agreement was formed – which makes it permanently or temporarily impossible to perform the Agreement, which will in any case include, but not be limited to:
  - a. failures in the internet or telecommunications infrastructure;
  - b. (D)DoS attacks (Distributed Denial of Service);
  - c. civil commotion;
  - d. damage caused by natural disasters and/or severe weather conditions (storm damage);
  - e. war, risk of war and/or any other form of armed conflict including terrorism or threat of terrorism in the Netherlands and/or other countries, which hinders supply;
  - f. strikes, forced business closures, riots and any other form of disruption and/or hindrance caused by third parties, which hinders supply;
  - g. illness of one or more employees who are difficult to replace;
  - h. defect in and/or breakdown of means of transport, production equipment or power supply;
  - i. fire or accidents in the company of Lento or a supplier of Lento;
  - j. flooding;
  - k. epidemic and/or pandemic;
  - l. and in the event that Lento's own suppliers do not enable Lento to supply for whatever reason, as a result of which Lento cannot reasonably be expected to perform this Agreement.
3. In the event of force majeure, Lento will notify the User of such a situation as soon as possible.
4. In the event that Lento is unable to perform its obligations arising from the Agreement due to a temporary (more than 3 months) or permanent situation of force majeure, the Parties are entitled to terminate the Agreement in Writing. What has already been performed under the Contract will then be settled proportionally, without the Parties owing each other anything further.

## **Article 12 | Liability**

1. Lento is not liable for:
  - a. any misunderstandings, errors or failures with respect to the performance of the Agreement if these are caused by or are the result of the User's actions, such as the failure to supply complete, sound, correct and clear data (or the failure to do so in time);
  - b. errors or failures by third parties engaged by or on behalf of the User;
  - c. information that third parties placed in the Portal;
  - d. any damage and/or loss in relation to an agreement to which Lento is not a party, including the Tenancy Agreement(s).
  - e. the consequences if the Tenancy Agreement does not comply with any legal requirement.



- f. consequences of violation of the Good Landlord Act (Wet goed verhuurderschap) and/or related legislation.
  - g. any damage to a Lettable unit.
  - h. any damage suffered by the User in connection with the Tenancy Agreement, rental or subletting of a lettable Unit, which expressly includes the situation where the tenant proves to be unreliable/insufficient guarantees.
  - i. any kind of VAT damage.
- 2. Lento is, moreover, only liable for damage covered under one of its insurance policies.
- 3. Lento can furthermore only be held liable for direct damage or loss attributable to it. Direct damage or loss is only understood to be:
  - a. reasonable costs to determine the cause and extent of the damage or loss, insofar as such determination is related to damage or loss within the meaning of these General Terms and Conditions;
  - b. any reasonable costs necessary to have Lento's defective performance conform to the Agreement;
  - c. reasonable costs incurred in order to prevent or limit the damage or loss, insofar as the User demonstrates that these costs have resulted in a limitation of the direct damage or loss within the meaning of these General Terms and Conditions.
- 4. Liability of Lento for any (financial) damage or loss other than that referred to in the previous paragraph, such as indirect damage or loss, including but not limited to consequential damage or loss, loss of profit, damage or loss caused by stolen, inaccessible, mutilated, destroyed or lost (personal) data or materials, lost savings, loss due to business interruption or damage or loss due to or resulting from a security leak, security breach or cybercrime, is excluded.
- 5. Except in the case of intent or deliberate recklessness on Lento's part, Lento's liability for damage or loss arising from the Agreement or from any unlawful act committed against the User, or for any other reason and on any other legal ground, is fully excluded. If and insofar as there is any liability, such liability will in any event always be limited to the amount paid to Lento by its insurer in the relevant case.
- 6. Any liability on the part of Lento will lapse one year from the date on which the Agreement was completed or the damage or loss occurred or the User should reasonably have been aware of the damage or loss.
- 7. The User is obliged, if reasonably possible, to retain copies of data provided by him until the Agreement has been fulfilled. If the User fails to do so, Lento cannot be held liable for any damage or loss that would not have arisen if such copies had existed.
- 8. The User will be liable for any damage, by whatever name, to items belonging to him, to Lento and/or to third parties, which damage was caused by himself, his personnel or third parties designated by him or by his personnel.

## **Article 13 | Indemnification**

1. The User indemnifies Lento against all third-party claims regarding the Services provided by Lento.
2. In particular, the User indemnifies Lento against any third-party claims regarding portrait rights and/or intellectual property rights to data or materials provided by the User that are used in the performance of the Agreement.
3. The User indemnifies Lento in particular for all administrative fines and penalty payments imposed on Lento in relation to the Services provided by Lento in relation to a Lettable Unit.
4. If the User provides Lento with information carriers, digital data files or software, the User guarantees that the information carriers, digital data files or software are free of viruses and defects.

## **Article 14 | Duration and termination**

1. The Agreement will take effect as soon as the User first creates an Account via the Portal for use of the Service and is entered into for an indefinite period of time.
2. Unless otherwise agreed in Writing, the User may terminate the Agreement through the Portal or in Writing with effect from the end of the term of the then longest running Tenancy Agreement, subject to at least two months' notice, or one year's notice if the longest running Tenancy Agreement is a Tenancy Agreement for an indefinite period.
3. Unless otherwise agreed in Writing, Lento is at all times entitled to terminate the Agreement subject to two months' notice. The provisions of the Agreement will continue to apply to current Tenancy Agreements and so will the provisions of these General Terms and Conditions. If Lento terminates the Agreement, it will not owe any compensation.
4. If notice of termination of the Agreement is given, or if the Agreement is terminated and/or has ended in any other way, Lento will be entitled to close the Account. Lento will inform the User of this in Writing. If an exit arrangement applies, the User will still have access to the Portal for a reasonable period of 3 months. Agreement(s) and Tenancy Agreement(s) can still be downloaded during this period. The Account will be permanently deleted after this period.
5. Lento is authorized to change this agreement. Notification of this can take place in writing, by e-mail or via the Portal. The changes will take effect one (1) month after notification, unless otherwise stated. If the User does not wish to agree to these changes, the User has the right, in addition to Article 2.2, to terminate this agreement with immediate effect.
6. Upon termination of the Agreement, the provisions of the Agreement and these General Terms and Conditions shall remain in effect with respect to current Rental Agreements.

7. No new Tenancy Agreements may be concluded after the termination of this Agreement.
8. Notice of termination must be given via the Portal and if this is not possible for whatever reason, by registered letter.

## **Article 15 | Suspension and dissolution**

1. Lento is entitled to suspend or discontinue further performance of the Agreement and any other current Agreements if the User in any way fails to fulfil his payment obligation(s) and/or fails to make the down payment required. The consequences of suspension and/or discontinuation will be entirely at the User's risk and expense.
2. In the event of an attributable failure by the User to perform one of his obligations under the Agreement concluded with Lento, Lento will give the User Written notice of default and set a reasonable term within which the User can still perform such obligation. If the User is still in breach of his obligations after expiry of this term, Lento will be entitled to dissolve the Agreement in whole or in part, without prejudice to Lento's statutory right to claim compensation for the loss suffered.
3. Either Party may dissolve all or part of the Agreement in Writing, with immediate effect and without any notice of default if the other Party is granted a provisional or definitive suspension of payment, if a winding-up petition is filed against the other Party, if the other Party's business is wound up or terminated other than for the purpose of a restart or merger of businesses. In the event of dissolution on the grounds of this paragraph, Lento will not be obliged to refund any money already received or to pay any compensation. Moreover, any amounts already invoiced by Lento at the time of dissolution will become immediately due and payable.
4. Lento reserves the right to dissolve the Agreement in whole or in part if circumstances change to such an extent that performance can no longer reasonably be expected of Lento or if performance would entail risks under criminal law.
5. In such cases, Lento will notify the User of the dissolution in Writing. In such cases, the latter will not be entitled to claim any compensation.
6. If the User dissolves an Agreement in whole or in part, all costs incurred will be charged to the User in full, plus the costs resulting from the cancellation.

## **Article 16 | Lettable Units**

1. The User must indicate in the Portal which Lettable Unit he is offering. In doing so, the Host must enter all parameters included in the Portal and upload photographs of the Lettable Unit. If not all parameters have been entered

and/or no photographs have been uploaded, a Lettable Unit will not be offered.

2. The User is responsible for correctly entering the parameters included in the Portal. The User accepts the legal and other consequences of the information provided by him and the options he has chosen.
3. During each Tenancy Agreement, all Lettable Units must at all times meet at least the latest applicable standards of the SNF (Stichting Normering Flexwonen, Foundation for Flexible Housing Standards) and/or the AKF (Agrarisch Keurmerk Flexwonen, Agricultural Quality Label for Flexible Housing).
4. Lento checks on the basis of any available certificates and/or photographs supplied by the Host whether a Lettable Unit meets the standard referred to in 16.3. Based on this check, Lento is entitled not to offer the Lettable Unit until an SNF/AKF certificate has been submitted or it has become clear that the quality of the Lettable Unit is guaranteed.
5. Lento does not vouch for the quality of the Lettable Unit and is not liable for any damages, in any sense, resulting from the quality of the Lettable Unit, including defects in the Lettable Unit and failure to meet the SNF standard and/or the AKF standard.
6. The User must handle any defects in the Rented Premises with the Host or Intermediary.

## **Article 17 | Exclusivity**

1. With respect to the Lettable Units presented by the User on Lento, the User is not allowed during the term of the Agreement to conclude Tenancy or Subletting Agreements with respect to those Lettable Units without using the Platform. In case of violation the User forfeits a fine in the amount of € 100.00 per Lettable Unit.

## **Article 18 | The Tenancy Agreement(s) and subletting agreement(s)**

1. For each Lettable Unit, the Host must indicate whether the letting is, by its nature, according to Section 230a of Book 7 of the Dutch Civil Code, of brief duration as referred to in Section 232(2) of Book 7 of the Dutch Civil Code, a temporary tenancy agreement as referred to in Section 271(1), second sentence, of Book 7 of the Dutch Civil Code, or a tenancy agreement for an indefinite period, possibly with a minimum duration.
2. User is responsible for necessary permits/use in accordance with the applicable zoning.
3. Landlord is responsible for complying with the Good Landlord Act (Wet goed verhuurderschap), which expressly includes drafting and using clear, objective and transparent selection procedure. Once the Landlord makes a Lettable

Unit available on the Portal, a potential Tenant may indicate its desire to rent it. As a result, the Lettable Unit is no longer available to other potential Tenants. It is then up to the Landlord whether or not to accept the potential Tenant. Only after acceptance by the Landlord will a Lease Agreement be established. In this respect, the Landlord is responsible for the selection policy to be applied and communicated. Only after the rejection of a potential Tenant will the Lettable Unit be available again on the Portal for other potential Tenants.

4. The Tenancy Agreement is subject to the house rules made available by Lento.
5. In the case of a Tenancy Agreement with an Intermediary, Intermediary is authorized to sublet the Lettable Units to third parties, whereby the Host can limit 'third parties' via the Portal to employees of Intermediary and companies affiliated with Intermediary.
6. User must accept the conditions as stated by the Host in the Portal and the Rental Agreement.
7. All Tenancy Agreements will be concluded using the model tenancy agreements provided by Lento. Lento has the right to make interim changes to these model tenancy agreements. Any changes will not apply to current Tenancy and Subtenancy Agreements.
8. The Tenancy Agreements will be signed digitally by both the Host and the Tenant.
9. If a Intermediary is interested in a Lettable Unit, the Intermediary will complete and sign the Tenancy Agreement and provide the other data included in the Portal. The Tenancy Agreement will be concluded under the suspensive condition that the Tenancy Agreement is signed by the Host.
10. Within five days of the signing of the Tenancy Agreement, the Host must state whether he accepts the Intermediary by signing the Tenancy Agreement. If the Host rejects the Intermediary, no Tenancy Agreement will be concluded.
11. If the Host fails to respond within the aforementioned five-day period, no Tenancy Agreement will be concluded, but the Host will owe the fee referred to in 4.1, plus the fee referred to in 4.2 for the duration of four weeks, with a maximum of € 100,-.
12. Intermediary shall coordinate with the Host the preparation of an inspections list at the commencement and termination of the Lease and the performance of a preliminary inspection and final acceptance.
13. All amendments, including renewals, to the Tenancy Agreements must be recorded in the Portal. Changes are valid only after they have been recorded in the Portal.

14. Intermediary is itself responsible for matching the duration of the tenancy agreements and subletting and Subletting Agreements, particularly in view of the subtenant's authority to continue to use a Lettable Unit for four weeks after the end of its employment agreement with Intermediary or an affiliate of Intermediary.
15. In the event of a fixed-term Tenancy Agreement pursuant to art. 7:271 paragraph 1 2nd vz of the Dutch Civil Code, the Host itself is responsible for making the notification as referred to in the aforementioned article.
16. The Host must draw up an inspection list at the start of the Tenancy Agreement.
17. Before a Tenancy Agreement is terminated, the User will arrange for a preliminary inspection.
18. The User will arrange for a final delivery upon termination of a Tenancy Agreement.
19. The Host must deal with any defects on delivery with the Tenant directly.
20. The Tenancy Agreement are digitally viewable in the Portal.
21. Any and all amendments, including renewals, of Tenancy Agreements must be recorded in the Portal. Any amendments will be valid only after they have been included in the Portal.

## **Article 19 | Reservation**

1. An Intermediary can place a Reservation for a Lettable Unit via the Portal, if and insofar as the Host has opened the possibility to do so in the Portal.
2. Making a Reservation means that the Intermediary may appoint third parties during the reserved period who have the authority to conclude a Tenancy agreement with the Host with regard to the reserved Lettable Unit under conditions to be determined by the Host. The Intermediary who placed the Reservation is not a party to that Tenancy Agreement.
3. During the reserved period, the Host is not authorized to provide the reserved Lettable Unit in full or in part to a third party for use, other than as referred to in paragraph 2.
4. The Host may only refuse the third parties designated by the Intermediary on serious grounds and must make these grounds known to the Intermediary who placed the reservation.
5. The Reservation ends: (a) by operation of law after expiry of the reserved period, or (b) interim if and as soon as a Tenancy Agreement is concluded as referred to in paragraph 2 of this article, or (c) in the interim after the Host has refused the proposed third parties on serious grounds and the Intermediary who has placed the Reservation terminates this Reservation via the Portal.

6. The Intermediary who places the Reservation will not have access to the reserved Lettable Unit as a result of a Reservation. By making a Reservation, no Tenancy Agreement is concluded between the Intermediary and the Host.

## **Article 20 | Consideration - agreement**

1. When a Tenancy Agreement or Reservation is concluded, the Host will owe Lento a one-off fee. Lento will charge this fee upon the conclusion of each Tenancy Agreement or Reservation.
2. For each Tenancy Agreement or Reservation, the fee payable by the Host to Lento for performing the financial and administrative tasks referred to in this agreement will be a percentage of the Rent or Reservation costs per payment period and a fixed amount per invoice. This fee remains payable during the term of the Lease, regardless of whether the competent authority has taken over the management of the Lettable Unit for any reason, temporary or otherwise, or assigned it to a third party.
3. Lento will deduct the fee referred to in 2 from the Rent or Reservation costs paid by the Tenant to Lento.
4. Before a Tenancy Agreement or Reservation is concluded, Lento will inform the User of all costs related to the conclusion of the Tenancy Agreement or Reservation.
5. Lento is authorized to change the percentage referred to in paragraph 2. To that end, it shall inform the User prior to entering into a Tenancy Agreement or entering into a Reservation of all costs involved in entering into the Tenancy Agreement or Reservation.
6. As far as VHEs with a Dutch address are concerned, the User expressly agrees that Lento also acts as an intermediary for Host and Tenants in the formation of Tenancy Agreements, as referred to in Section 417(2) of Book 7 of the Dutch Civil Code.
7. As far as VHEs with an address outside the Netherlands are concerned, Lento does not carry out mediation and the fees only cover the internet presentation on Lento and the financial administrative handling.

## **Article 21 | Payment and collection under the Agreement**

1. Invoicing will take place in the manner indicated in the Agreement and these general terms and conditions. All payments must be received within 14 (fourteen) Days of the invoice date, unless otherwise agreed in Writing.
2. If, after expiry of this period, Lento has still not received any payment (or payment in full), the User will be in default by operation of law and will owe interest at the statutory commercial interest rate.



3. Lento is entitled to demand full or partial advance payment of the total agreed amount on commencement of the Agreement. In this case, Lento will only start performing the Agreement after the User has made this down payment.
4. In case of payment by bank transfer, the day that Lento's bank account is credited will be regarded as the day of payment.
5. All costs incurred by Lento, such as legal costs and judicial and extrajudicial costs, including the costs of legal assistance, bailiffs and debt collection agencies incurred in connection with late payments, will be borne by the User. The extrajudicial costs are set at, at least 15% of the invoice amount with a minimum of € 500.00, without prejudice to Lento's right to claim the actual costs if these are higher.
6. In the event of liquidation, bankruptcy, admission of the User to statutory debt restructuring pursuant to the Dutch Debt Restructuring (Natural Persons) Act or its foreign equivalent, attachment or suspension of payment on the part of the User, or if the User makes any arrangements with creditors in accordance with the Dutch Court Approval of a Private Composition (Prevention of Insolvency) Act (WVOA), Lento's claims against the User will become immediately due and payable.
7. If the User's financial position deteriorates after the Agreement is concluded and before Lento starts performing the Services, the User must notify Lento immediately. If Lento can reasonably foresee that this deterioration will jeopardise the fulfilment of the User's obligations, Lento will be entitled to suspend performance of the Services, or to demand a change in the payment conditions.
8. Payments will first be applied to reduce the costs, then the interest due and finally the principal sum and any interest still due at that time.
9. If, as a Service, Lento takes care of invoicing payments under a Tenancy Agreement, Lento can never be obliged to make an advance payment to the Landlord. Lento can only be obliged to make payment to the Landlord from the moment that Lento has received the underlying payment from the Tenant, or subtenant.

## **Article 22 | After the end of the Agreement**

1. Lento will inform Tenants of the end of the Agreement and, in case of any current Tenancy Agreements, request that the Rent be paid directly to the Host after the end of the Agreement. In doing so, Lento will provide the Tenant with the account number known to it.
2. If this Agreement has ended after notice of termination has been given by the Host, the Host will not continue the tenancy relationship with respect to a Lettable Unit with the last sitting tenant or will not enter into a new tenancy agreement with the last sitting tenant for a period of six months after the end of this Agreement. In the event of a breach, the Host will forfeit a penalty of €

50.00 per day for each Lettable Unit, with a maximum of € 1,000.00 for each Lettable Unit.

### **Article 23 | Confidentiality**

3. The Parties are required to maintain confidentiality of any confidential information received by one Party from the other or from any other source in the framework of their Agreement. Information is considered confidential if such has been communicated by the other Party or if this follows from the nature of the information. All technical and cost-specific data regarding the Services are considered confidential without exception.
4. If, on the basis of a statutory provision or a court decision, a Party is obliged to provide confidential information to third parties designated by law or the competent court and cannot invoke a statutory right of non-disclosure or right of non-disclosure as recognised or permitted by the competent court in that respect, this Party will not be obliged to pay any compensation or damages and the other party will not be entitled to dissolve the agreement on account of any damage or loss caused by this.

### **Article 24 | Privacy and Data Protection**

1. The Parties in the Portal are responsible for their own compliance with applicable data protection laws and regulations, including the General Data Protection Regulation.
2. More information on the processing of personal data by Lento can be found in its privacy policy in the Portal.

### **Article 25 | Disputes**

1. These General Terms and Conditions, all negotiations, offers and Agreements concluded between the Parties will be governed by Dutch law, irrespective of the domicile and/or nationality of the User and irrespective of the location of the Services to be provided.
2. If a translation of this agreement is used and there are differences between the Dutch agreement and the foreign-language agreement, the Dutch agreement will prevail.
3. The District Court of Oost-Brabant, the Netherlands, will have exclusive jurisdiction to rule on and hear any disputes arising from and/or in connection with these General Terms and Conditions and/or negotiations, offers and/or Agreements.