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This is a readable presentation of the supplied template using fictitious example data. All alternative wording and both sets of general provisions from conditional sections have been included. The contractual wording has not been intentionally altered.

TENANCY AGREEMENT between Host - Intermediary, version 2.7.2

This agreement was registered on Lento.eu with contract number 2026-000123

THE UNDERSIGNED:

1. The private limited company Bedrijf X, having its registered office and principal place of business in Amsterdam at Voorbeeldstraat 12, 1234 AB, represented by:

   Alex Voorbeeld

   hereinafter referred to as the **'Host'**;

   Alternative template wording:

2. Mr Alternative template wording: Ms

   Bedrijf X

   born on 01-01-1980, residing in Amsterdam at Voorbeeldstraat 12, 1234 AB, hereinafter referred to as the **'Host'**;

3. The private limited company Bedrijf Y, having its registered office and principal place of business in Rotterdam at Modelweg 34, 5678 CD, represented by:

   Sam Voorbeeld

   hereinafter referred to as the **'Tenant'** or **'Intermediary'**;

   Alternative template wording:

4. Mr Alternative template wording: Ms

   Bedrijf Y

   born on 02-02-1985, residing in Rotterdam at Modelweg 34, 5678 CD, hereinafter referred to as the **'Tenant'** or **'Intermediary'**;

WHEREAS

A. The parties explicitly opt for a tenancy agreement as referred to in Section 230a of Book 7 of the Dutch Civil Code; Alternative template wording: A. The parties explicitly opt for the possibility of a tenancy agreement of brief duration by its nature as referred to in Section 232(2) of Book 7 of the Dutch Civil Code;

B. The parties expressly have no intention of concluding a regular tenancy agreement living space

C. The Tenant expressly accepts that he/she is not entitled to security of tenure;

D. This agreement was concluded through the intermediary services of Lento Operations B.V. ('Lento'), via Lento's digital platform (the 'Portal');

E. The Host has, by virtue of a mandate and power of attorney, instructed and authorized Lento, inter alia but not limited thereto, to perform on its behalf the legal acts referred to in Article 4.2 of this Rental Agreement.

F. The Intermediary uses the Rented Object for the accommodation of its employees or for the accomodation of third parties, the subtenancy agreements qualifying as a tenancy agreement of brief duration by its nature (Section 232(2) of Book 7 of the Dutch Civil Code).

HAVE AGREED AS FOLLOWS:

1. The Rented Object, intended use

1.1. The Host lets to the Tenant and the Tenant rents from the Host the furnished Alternative template wording: unfurnished accommodation(s) situated at:

- de Voorbeeldstraat 12, 1234 AB Amsterdam

as described in more detail in the Portal (the Rented Object).
The Rented Object is without gas/heating, water and electricity (GWE). The Tenant must arrange their own energy/ water contracts and bears the additional costs.
The Rented Object also includes, if applicable, the common use of the common areas of the complex in which the Rented Object is situated. The condition of the Rented Object on the date of delivery may be described in a delivery report to be initialled by the parties. The letting of the Rented Object includes the items listed in the Portal.

The Rented Object is SNF-certified (Stichting Normering Flexwonen or Foundation for Flexible Housing Standards).

The Rented Object is AKF-certified (Agrarisch Keurmerk Flexwonen or Agricultural Quality Label for Flexible Housing).

1.2. The Rented Object will be used by or on behalf of the Tenant exclusively as temporary accommodation for no more than 8 person(s) by means of subletting, and the subtenancy agreement must qualify as a tenancy agreement of brief duration by its nature within the meaning of Section 232(2) of Book 7 of the Dutch Civil Code.

1.3. Without the prior written permission of the Host, the Tenant is not permitted to use the Rented Object for any purposes other than those stated in Article 1.2.

1.4. In this agreement, the following terms are defined as stated below:

- "**The General Provisions**" will mean the general provisions as adopted by the Netherlands Real Estate Council (ROZ) and as provided for in Article 2;
- "**The Complex**" will mean the premises of which the Rented Object forms part, if applicable;
- "**The Rented Object**" will mean the property which the Tenant rents from the Host as set out in more detail in this tenancy agreement (refer to Article 1.1 in particular);
- "**Common Areas**" will mean the areas of the complex in respect of which the Tenant has a right of joint use (together with others), if applicable;
- "**Commencement Date of the Tenancy Agreement**" will mean the date on which this agreement commences pursuant to Article 3.1. This does not alter the fact that obligations may arise for the parties under this Tenancy Agreement before that date;
- "**Delivery**" will mean making the Rented Object available to the Tenant;

2. Conditions

2.1. This rental agreement is made up of the "GENERAL PROVISIONS FOR LETTER AGREEMENT OF OFFICE SPACE and other business premises within the meaning of Section 7:230a of the Dutch Civil Code", filed with the Registry of the District Court of The Hague on February 17, 2015 and registered there under number 15/21, (hereinafter referred to as "General Provisions"). The contents of these general provisions are known to the parties. Tenant and Host have received an excerpt of the General Provisions. Alternative template wording: 2.1. Under this tenancy agreement, the parties must comply with the provisions of the law with respect to letting and renting of

residential accommodation, unless this tenancy agreement provides otherwise. The ‘GENERAL PROVISIONS FOR TENANCY OF RESIDENTIAL ACCOMMODATION’, in accordance with the model drawn up by the Real Estate Council (ROZ), adopted on 5 March 2025 and filed on 10 April 2025 with the registry of the District Court of The Hague and registered there under number 7/2025, form part of this tenancy agreement, unless this agreement provides otherwise. The parties are familiar with these General Provisions. The Tenant has received a copy thereof. The General Provisions are attached as Annex. The parties realise that the applicability of these General Provisions does not in any way indicate that a regular tenancy agreement has been concluded.

2.2. The General Provisions referred to in Article 2 will apply unless this Tenancy Agreement expressly provides otherwise or where the General Provisions cannot be applied to the Rented Object.

2.3. This agreement is subject to the Lento Framework Agreement, insofar as any rights and obligations arise from it for the Host and/or Tenant.

3. Duration, extension and termination

3.1. This tenancy agreement is entered into, starting on 1 November 2026 and running until 31 October 2027, subject to the provisions of Article 3.6.

3.2. The Host will make the Rented Object available to the Tenant on the commencement date of the tenancy agreement, provided that the Tenant has met all obligations towards the Host existing at that time.

3.3. The parties have agreed that upon expiration of the rental period agreed in Article 3.1, this tenancy agreement shall be automatically renewed each time for a period of '12 months', unless either party terminates the tenancy agreement in a timely manner.

3.4. Termination of the automatic renewal must be effected with due observance of a notice period of 2 months prior to the end date of the current rental period.

Alternative template wording:

3.3. Upon expiration of the term referred to in Article 3.1, this agreement shall terminate by operation of law, without any notice of termination being required, unless the parties agree, prior to the end of that period, to extend the agreement for a further term to be mutually agreed upon.

3.4. Upon expiration of an extension period as referred to in Article 3.3, this agreement shall terminate by operation of law, unless the parties agree, prior to the end of that period, to extend the agreement for a further term to be mutually agreed upon.

3.5. During the period referred to in Article 3.1 and the extension period(s) referred to in Article 3.3, neither party may terminate this tenancy agreement prematurely by giving notice.

Alternative template wording:

3.5. During the first three months after the commencement of the tenancy agreement, neither party is permitted to terminate this tenancy agreement. Notwithstanding the automatic termination by operation of law as referred to in Articles 3.3 and3.4, the Tenant is entitled to terminate the tenancy agreement before the end date referred to in Article 3.1. The Tenant may terminate the tenancy agreement prematurely with effect from a date falling between three months after the commencement date of the tenancy and the end date of the tenancy agreement by giving notice and observing a notice period of 2 months.

Alternative template wording:

3.5. Notwithstanding the automatic termination by operation of law as referred to in Articles 3.3 and 3.4, the Tenant is entitled to terminate the tenancy agreement before the end date referred to in Article 3.1. The Tenant may terminate the tenancy agreement prematurely observing a notice period of 2 months.

Alternative template wording:

3.5. The Tenant may terminate the tenancy agreement prematurely by giving notice and observing a notice period of 2 months.

3.6. Notice of termination must be given in writing to the Host and/or Lento, observing the notice periods set out in Articles 3.4 and 3.5. Notice via Lento can be given by sending an email to customerservice@lento.eu or by signing the corresponding contract amendment. Lento shall make reasonable efforts to forward the notice to the Host no later than the next working day. The date of receipt by the Host and/or Lento shall be decisive with regard to the applicable notice period.

3.7. The Host is aware that the Tenant gives its subtenants the right to extend the subtenancy agreement by four weeks if the employment contract between the Tenant, or a company affiliated with the Tenant, and the subtenant expires. If this arrangement results in the subtenancy agreement continuing until a date after the end of the period referred to in Article 3.1 or Article 3.3, this agreement will be extended by a period resulting in the simultaneous termination of this agreement and the subtenancy agreement. If this agreement relates to several Lettable Units, the extension applies only to the Lettable Unit that is sublet for a longer period on the basis of the aforementioned arrangement.

3.8. If it appears from the authorities that it is not allowed to house labour migrants in the rented property, both the Host and the Tenant will have the right to dissolve or terminate this tenancy agreement immediately without the parties being liable to each other for damages or compensation on any grounds whatsoever.

Alternative template wording:

3.1. This tenancy agreement is concluded for an indefinite period, starting on 1 November 2026.

3.2. The Host will make the Rented Object available to the Tenant on the commencement date of the tenancy agreement, provided that the Tenant has met all obligations towards the Host existing at that time.

3.3. During the first three months after the commencement of the tenancy agreement, neither party is permitted to terminate this tenancy agreement. The Tenant may terminate the tenancy agreement subject to a notice period of 2 months.

Alternative template wording:

3.3. The Tenant may terminate the tenancy agreement subject to a notice period of 2 months.

Alternative template wording:

3.3. During the first three months after the commencement of the tenancy agreement, neither party is permitted to terminate this tenancy agreement. The Tenant may terminate the tenancy agreement subject to a notice period of 2 months.

Alternative template wording:

3.3. The Tenant may terminate the tenancy agreement subject to a notice period of 2 months.

3.4. Notice of termination must be given in writing to the Host and/or Lento, observing the notice period set out in Article 3.3. Notice via Lento can be given by sending an email to customerservice@lento.eu or by signing the corresponding contract amendment. Lento shall make reasonable efforts to forward the notice to the Host no later than the next working day. The date of receipt by the Host and/or Lento shall be decisive with regard to the applicable notice period.

3.5. Tenant is aware that Host may terminate this lease with a notice period of 6 months (see Article 3.3). Tenant is obliged to draw up subletting agreements in such a way that the leased property is delivered empty at the end of the lease.

3.6. If it appears from the authorities that it is not allowed to house labour migrants in the rented property, both the Host and the Tenant will have the right to dissolve or terminate this tenancy agreement immediately without the parties being liable to each other for damages or compensation on any grounds whatsoever.

4. Rent and payment obligation

4.1. With effect from the commencement date, the Tenant must pay the following amounts:

- the rent;
- the payment due for the other items and services provided in connection with occupation of the Rented Object (service costs);
- the cost of additional services as displayed on the Portal;

- the VAT to be charged thereon;
- tourist tax.

The Rented Object is without gas/heating, water and electricity (GWE). The Tenant must arrange their own energy/ water contracts and bears the additional costs. Therefore, the costs involved are not included in the rent/servicecosts.
Alternative template wording:
The Rented Object includes Gas/Heat, Water and Electricity (GWE) connections. However, the rent is/servicecosts are exclusive of GWE costs. The Tenant must pay the GWE costs to the Host on a monthly basis. To this end, the Host will charge the GWE costs to the Tenant on a monthly basis, on a post-calculation basis. This will be done outside of Lento.
Alternative template wording: Alternative template wording:
The fee for the other items and services provided in connection with the occupation of the Rented Object (service costs) are included in the rental price.

4.2. The rent and all other costs referred to in Article 4.1, except for tourist tax, will be payable in advance, and must always be paid before the first day of the period to which the payment relates (due date), into the bank account designated by Lento for this purpose, being account number NL38 RABO 0315 4013 70 in the name of Lento Operations B.V. Tourist tax will be charged based on post-calculations, afterwards.

4.3. The payment period is: monthly. The following amounts will be payable for each payment period:

- Rent € 2,000.00
- The advance on the payment due for the other items and services provided in connection with occupation of the Rented Object (service costs) € 300.00
- The cost of additional services as displayed on the Portal € 100.00

Total payment to be made by the Tenant every payment period € 2,400.00
in words: two thousand four hundred euro, excluding VAT. Alternative template wording: 4.3. The Tenant has to pay in total €2,400.00,
in words: two thousand four hundred euro, excluding VAT.

In addition to the payment per payment period, Tenant has to pay a one-time amount of €150.00, say one hundred and fifty euro, excluding VAT, for the one-time additional services as described in the portal.

In addition to the payment per payment period, Tenant has to pay annually an amount of € 120.00, say one hundred and twenty euro, excluding VAT, for the annual additional services as described in the portal.

4.4. With a view to the effective date included in Article 3.1, the Tenant's first payment relates to the first rental period and the Tenant will pay the amount referred to in Article 4.3 before or on the effective date referred to in Article 3.1.

4.5. Value Added Tax (VAT) is payable on the rent. If the Premises may no longer be leased subject to VAT, the Tenant shall no longer be liable for VAT; however, the compensation payments referred to in Article 21.1 of the General Provisions shall apply instead.
By signing this Lease Agreement, the Tenant declares that it will permanently use, or cause the Premises to be used, for purposes that entitle it to a (virtually) full right to deduct VAT pursuant to Article 15 of the Dutch Turnover Tax Act 1968 (Wet op de omzetbelasting 1968). If a competent authority determines that the Host should have applied a different VAT percentage, the applicable VAT percentage shall be adjusted accordingly to that percentage.

Alternative template wording:

4.5. Value Added Tax (VAT) is payable on the rent. If the Premises may no longer be leased subject to VAT, the Tenant shall no longer be liable for VAT. However, as of the date on which such termination takes effect, the Tenant shall, in addition to the rent and in place of VAT, pay a separate compensation to the Host and/or its legal successor(s) in such amount as is necessary to fully compensate the Host and/or its legal successor(s) for:
a. any VAT on the operating costs of the Premises or investments made therein that, as a result of the termination of the option to tax, is no longer deductible by the Host and/or its legal successor(s);
b. any VAT that the Host and/or its legal successor(s) is required to pay to the Dutch Tax Authorities as a result of the termination of the option to tax due to a recalculation as referred to in Article 15(4) of the Dutch Turnover Tax Act 1968 (Wet op de omzetbelasting 1968) or a revision as referred to in Articles 11 through 13 of the VAT Implementation

Decree 1968 (Uitvoeringsbeschikking omzetbelasting 1968);
c. any other loss or damage suffered by the Host and/or its legal successor(s) as a result of the termination of the option to tax.
By signing this Lease Agreement, the Tenant declares that it will permanently use, or cause the Premises to be used, for purposes that entitle it to a (virtually) full right to deduct VAT pursuant to Article 15 of the Dutch Turnover Tax Act 1968 (Wet op de omzetbelasting 1968). If a competent authority determines that the Host should have applied a different VAT percentage, the applicable VAT percentage shall be adjusted accordingly to that percentage.

Alternative template wording:

4.5. VAT clause does not apply.

4.6. Late Payment Penalty. If the Tenant fails to pay in full any amount due under the Rental Agreement on or before the agreed due date, the Tenant shall automatically, by operation of law and without any prior notice of default being required, incur a penalty payable to the Host, which shall become immediately due and payable. Such penalty shall amount to 5% of the amount outstanding on the relevant due date, subject to a minimum of € 250.00 per separate instance of late payment.
For the purposes of this Article, the outstanding amount shall comprise solely the principal amounts due and payable under the Rental Agreement, including rent, service charges and fees for additional services. Previously incurred penalties, statutory interest and debt collection costs shall be excluded from the calculation of the penalty.
The penalty shall be determined once for each separate instance of late payment, based on the amount remaining unpaid on the relevant due date. Any partial payment made before the due date shall reduce the amount on which the penalty is calculated. Subsequent partial payments shall not result in the recalculation or repeated imposition of the penalty.
The penalty shall be payable to the Host and collected by Lento on behalf of the Host. The imposition of this penalty shall be without prejudice to the Tenant's obligation to fulfil its payment obligations in full and to any other rights and remedies available to the Host under the Rental Agreement or applicable law.
This article shall replace Article 25.2 of The General Provisions applicable to this Lease Agreement in its entirety.

4.7. Additional Penalty for Continued Late Payment. If the Tenant fails to pay in full the outstanding amount referred to in Article 4.6 within seven (7) calendar days after the date on which the written payment demand issued by Lento, acting on behalf of the Host, has been received by the Tenant, the Tenant shall automatically, by operation of law and without any further notice of default being required, incur an additional penalty payable to the Host, in addition to the penalty stipulated in Article 4.6. Such additional penalty shall become immediately due and payable and shall amount to € 50.00 for each calendar day during which the relevant payment arrears remain outstanding.
This additional penalty shall be calculated from the calendar day immediately following the expiry of the aforementioned payment period, up to and including the calendar day on which the original outstanding amount has been received in full by Lento on behalf of the Host.
For the purposes of this Article, previously incurred penalties, statutory interest and debt collection costs shall not form part of the original outstanding amount. Partial payments shall reduce the original outstanding amount but shall not terminate the accrual of the daily penalty for as long as any portion of that amount remains unpaid.
The penalty stipulated in this Article shall be without prejudice to the Tenant's obligation to fulfil its payment obligations in full and to any other rights and remedies available to the Host under the Rental Agreement or applicable law.

5. Rent adjustment

5.1. Regardless of the commencement date and the term of this agreement, the Host shall have the right to adjust the rent annually, for the first time one year after the commencement of this tenancy agreement, based on the change in the monthly price index according to the Consumer Price Index (CPI) for all households (2025=100), as published by the Dutch Central Bureau of Statistics (CBS).
The adjusted rent shall be calculated according to the following formula: the adjusted rent is equal to the rent applicable on the adjustment date, multiplied by the index figure of the calendar month occurring four calendar months before the calendar month in which the rent is adjusted, divided by the index figure of the calendar month occurring sixteen calendar months before the calendar month in which the rent is adjusted.

Alternative template wording:

5.1. Regardless of the commencement date and the term of this agreement, the Host shall have the right to adjust the rent annually based on the change in the monthly price index according to the Consumer Price Index (CPI) for all households (2025=100), as published by the Dutch Central Bureau of Statistics (CBS).
This agreement constitutes a continuation, extension, contract amendment, or replacement of a previous tenancy agreement between the parties relating to the same leased premises. Therefore, for the purpose of indexation, the commencement date of the first tenancy agreement shall be used. The first indexation shall take place one year after that original commencement date and subsequently each year on the same date.
The adjusted rent shall be calculated according to the following formula: the adjusted rent is equal to the rent applicable on the adjustment date, multiplied by the index figure of the calendar month occurring four calendar months before the calendar month in which the rent is adjusted, divided by the index figure of the calendar month occurring sixteen calendar months before the calendar month in which the rent is adjusted.

6. Manager

6.1. Unless otherwise notified by the Host, the Host will act as manager.

6.2. Unless agreed otherwise in writing, the Tenant must contact the Host when it comes to matters concerning the content of this tenancy agreement. Notice of termination must always be sent to the Host and Lento.

6.3. The Tenant must contact the manager when it comes to all further matters concerning this Tenancy Agreement.

6.4. Any extension and/or amendment of this agreement will be valid only if it is recorded in the Portal.

7. Deposit

7.1 The Tenant does not owe a deposit.

Alternative template wording:

7.1. The Tenant shall pay a security deposit in the amount of € 2,000.00 before the Commencement Date in the manner specified in Article 4. In addition to Article 26.1 Alternative template wording: Article 21 of the general provisions, the security deposit shall also serve as security for any damage to the Leased Premises and/or the inventory occurring during the rental period.

7.2. If, at the end of the tenancy agreement, the security deposit has not been used, or has only been partially used, for: outstanding rent, service charges, damage to the rental property for which the Tenant is liable, or energy performance compensation, the remaining balance shall be refunded by the Host to the Tenant no later than fourteen days after the end of the tenancy agreement. In the event of set-off against the aforementioned items, such set-off shall take place within 30 days after the end of the tenancy agreement and shall be accompanied by a written specification.

7.3. No interest shall be paid on the security deposit.

Alternative template wording:

7.1. The security deposit as recorded in contract 2025-000456 shall also serve as security for this agreement.

8. Damage/Loss

8.1. In the event of any damage to the Rented Object, the Tenant will be obliged to compensate the Host for this damage at the Host’s first request.

8.2. If, at the end of the agreement, the Tenant fails to deliver the Rented Object to the Host vacant and clean, the Tenant will pay the cleaning costs to the Host at the Host’s first request.

SPECIAL PROVISIONS

9. Use and nuisance

9.1. In addition to Article 1.1 of the General Provisions, the Tenant is obliged to actually use the Rented Object in accordance with the provisions of Article 1.2.

9.1. Alternative template wording: 9.2. If the Tenant has the joint use of common halls, corridors or other external spaces/ grounds, the Tenant undertakes to strictly comply with the instructions to be given by the Host in respect of the management, maintenance and joint use of these spaces, which instructions are not included in this tenancy agreement as such. The Tenant may not place any waste, bicycles, mopeds or other items in these spaces.

9.2. Alternative template wording: 9.3. The Tenant or any persons who are in the Rented Object on the Tenant's behalf are prohibited from smoking in the Rented Object. If, upon termination of the tenancy agreement, the Host discovers any smoke damage (including discolouration and smoke odour) on walls, ceilings, doors and/or window frames, the Host will be entitled to pass on to the Tenant the costs incurred for the removal of the smoke deposit and odour.

9.3. Alternative template wording: 9.4. The Tenant may not keep any animals in the Rented Object without the written consent of the Host.

9.4. Alternative template wording: 9.5. The Tenant hereby gives the Host permission in advance to check the interior of the Rented Object no more than once a month. The appointment to be made for this purpose will be announced to Tenant at least 24 hours in advance.

10. Changes to the Rented Object

10.1. The Tenant is not permitted to make any changes to the Rented Object.

10.2. The Tenant is expressly forbidden to:

- drill holes in the tiling, such as the walls and floors of the kitchen, toilet and bathroom;
- put hot pans and suchlike directly on the countertop and to use the countertop as a cutting board.

10.3. The laying-out and design of the communal garden (if any) should remain unchanged.

11. Appliances

11.1. Insofar as the Rented Object is let with kitchen appliances, such as a microwave oven, cooker hood, fridge-freezer, ceramic hob or dishwasher, the Tenant will be obliged to care for and maintain them in a manner befitting a responsible Tenant and to use them only in accordance with their intended purpose. The Tenant is prohibited from moving or replacing built-in kitchen appliances, unless with the prior written consent of the Host.

11.2. If the Rented Object comes with any smoke alarm(s), the Tenant will tolerate their presence and maintain them.

12. Insurance

12.1. The Tenant must take out and maintain liability insurance and must provide the Host with a copy of the policy upon first request.

13. Suspensive condition - no timely availability

13.1. This agreement is concluded under the suspensive condition that the Host agrees to this letting by signing this agreement via the Portal. If the Host has not agreed to this letting as referred to in the first sentence within five days after this agreement has been signed by the Tenant, this agreement will not come into effect.

13.2. In derogation of Article 26.1 Alternative template wording: Article 23.4 of the General Provisions, the Tenant is entitled to terminate the tenancy agreement without the necessity of court proceedings if the Host is unable to make the Rented Object available on the intended Commencement Date.

14. Deviations from / additions to the General Provisions

14.1. In addition to Article 5, the Tenant is not permitted to set the temperature in the rented object any higher than 21 degrees Celsius. Windows and doors should remain closed when the heating is on.

14.2. In addition to Article 30 of the General Provisions, the Tenant agrees by signing this tenancy agreement that his/her name, telephone number and e-mail address (personal data) will be used by the Host for the purposes of access to the Rented Object and monitoring and control of energy through mobile communications.

14.3. In addition to Article 30 of the General Provisions, the Tenant declares that he/she is aware that his/her personal data will be recorded with due observance of the General Data Protection Regulation (GDPR), that the data will only be used for the purpose for which they were obtained, that the data will not be kept longer than necessary and that the data will not be provided to third parties for no reason. The Tenant has the right to inspect his/her personal data, as stipulated in the GDPR.

Alternative template wording:

14.1. The following articles of the General Provisions do not apply: 2.1, 5.2, 5.3, 5.4, 16, 17, 18.

14.2. In addition to Article 7.1, the Tenant is not permitted to set the temperature in the rented object any higher than 21 degrees Celsius. Windows and doors should remain closed when the heating is on.

14.3. In Article 11.1, the words ‘in conjunction with Section 240 of Book 7’ are deleted.

14.4. The following will apply instead of Article 13.4 and 13.5:

The Host will not be liable for any damage as a result of a defect and the Tenant will not be able to claim a rent reduction and set-off in the event of a defect, except for the right of set-off as referred to in Article 206(3) of Book 7 of the Dutch Civil Code. The foregoing will not apply in the following circumstances:

- in the event of damage if a defect is the result of a serious attributable breach by the Host;
- if the Host was aware of a defect when entering into the tenancy agreement and did not make any further agreements with the Tenant in this respect;
- if, on the commencement date referred to in Article 3.1 of the tenancy agreement, the Rented Object proves unsuitable for the use referred to in Article 1.1 of the tenancy agreement due to circumstances attributable to the Host;
- if the Host should have been aware of a defect when entering into the tenancy agreement and the Tenant, by virtue of his/her obligation to investigate, could not or should not have been aware of it or did not have to investigate it;
- if the Host has not observed the reasonable time limit set by the Tenant in writing as referred to in Article 11.6 to make a start on rectifying a defect that is the responsibility of the Host.

14.5. In addition to Article 26.1 of the General Provisions, the Tenant agrees by signing this tenancy agreement that his/her name, telephone number and e-mail address (personal data) will be used by the Host for the purposes of access to the Rented Object and monitoring and control of energy through mobile communications.

14.6. In addition to Article 26 of the General Provisions, the Tenant declares that he/she is aware that his/her personal data will be recorded with due observance of the General Data Protection Regulation (GDPR), that the data will only be used for the purpose for which they were obtained, that the data will not be kept longer than necessary and that the data will not be provided to third parties for no reason. The Tenant has the right to inspect his/her personal data, as stipulated in the GDPR.

15. Internal Regulations

15.1. The Host’s Internal Regulations form an integral part of the tenancy agreement and are enclosed as Annex 2. The Tenant must comply with these Internal Regulations.

16. Choice of law

16.1. This agreement is governed exclusively by Dutch law.

16.2. 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.

17. Termination of adjusted Tenancy Agreement

17.1. The rental agreement between the Host and the Intermediary with Lento contract number 2025-000456 will terminate with effect from the effective date as referred to in Article 3.1.

APPENDICES

The following annexes have been attached to this agreement:

- Internal Regulations
- the General Provisions

  Alternative template wording:
- Provision of Information under the Good Host Act
- Internal Regulations
- the General Provisions

DRAWN UP AND SIGNED:

Host	Tenant
Place:	Place:
Amsterdam	Rotterdam
Date:	Date:

Annex Provision of information under the good host act

PROVISION OF INFORMATION UNDER THE GOOD HOST ACT, based on the model of the Real Estate Council (ROZ), December 2023

Introduction
As of July 1, 2023, the Good Host Act has entered into force and the Host of housing is obliged to inform the tenant about a number of topics. See this link from the central government on which all information for the tenant is summarized: https://www.rijksoverheid.nl/onderwerpen/woning-verhuren/vraag-en-antwoord/nieuwe-regels-voor-verhuurders-en-verhuurbemiddelaars-1-juli-2023 and https://www.rijksoverheid.nl/onderwerpen/woning-huren/vraag-en-antwoord.
Through this document, information is provided and you as a tenant are informed about the rights and obligations of the tenant. In short, this document elaborates, among other things:
- that the tenant may only use the property as agreed with the Host;
- that the Host may only enter the property with the tenant's permission, unless there is a legal exception;
- that there are different types of tenancy agreements and that a tenant can sometimes go to the rent tribunal or the subdistrict court if he has any questions;
- that the deposit may not exceed twice the monthly rent and what rules there are about returning the deposit at the end of the lease;
- which contact details the tenant can use to ask questions about the property or report complaints;
- how the service charge is calculated and that annual full cost breakdown must be provided to the tenant.
Hereby, Host Bedrijf X provides Tenant Bedrijf Y with information in writing about:
1. The obligation of the Tenant to use the living or accommodation space in accordance with what has been agreed in the rental agreement and what the possible consequences are if the living or accommodation space is used for other purposes:
For this purpose, the Host refers the Tenant to Article 1 of the Rental Agreement and Article 1 of the General Terms and Conditions
2. The fact that, during the term of the lease, the Host may only enter the living or living space with the consent of the Tenant, unless:
1°.there is an urgent emergency requiring immediate intervention;
2°.urgent work as referred to in Article 220(1) of Book 7 of the Civil Code must be carried out on the living or accommodation area;
3°.the Host wishes to proceed with renovation as referred to in Article 220, second paragraph, of Book 7 of the Civil Code, to which the Tenant has agreed or for which the court has ruled that the Host has made a reasonable proposal to that effect;
4°.pursuant to Article 56 of Book 5 of the Civil Code, the Host must authorise something for the benefit of a neighbouring property;
5°.the entry into the residential or residential premises takes place for the purpose of a viewing for sale or new rental as referred to in Article 223 of Book 7 of the Civil Code;
For this, the Host refers the Tenant to article 12 of the General Provisions
3. The different types of tenancy agreements with the relevant rent and rent protection, the possibilities for annual rent increases and the way in which the Tenant can calculate the rent on the basis of the housing valuation system;
For this purpose, the Host refers the Tenant to the relevant overview on the website of Rijksoverheid.nl https://www.rijksoverheid.nl/onderwerpen/woning-huren/vraag-en-antwoord/verschillende-soorten-huurcontracten-voor-een-woning
4. The obligation for the Tenant to contact the Host in the event of defects in the living or living space, unless there are minor repairs that the Tenant must repair himself, as well as an overview of what can be understood by minor repairs or a reference to a website where such an overview is offered;
For this purpose, the Host refers the Tenant to the relevant overview on the website of Rijksoverheid.nl https://

www.rijksoverheid.nl/onderwerpen/woning-huren/vraag-en-antwoord/welke-kosten-zijn-voor-de-huurder-en-welke-voor-de-verhuurder?
5. An overview of the subjects, including rent, rent protection and maintenance, for which the Tenant can turn to the Rent Tribunal or to the subdistrict court or a reference to a website where such an overview is offered.
For this purpose, the Host refers the Tenant to the relevant overview on the website of Rijksoverheid.nl https://www.rijksoverheid.nl/onderwerpen/woning-huren/vraag-en-antwoord/wanneer-kan-ik-terecht-bij-de-huurcommissie-en-wanneer-bij-de-kantonrechter
6. The amount of the applicable deposit and the manner in which and the periods within which the Tenant's claim against the Host with regard to the deposit is determined upon termination of the lease;
Afspraken over terugbetaling bij beëindiging huurovereenkomst:
Amount of deposit: maximum 2 times the monthly rent
Agreements on repayment upon termination of the rental agreement:
For this purpose, the Host refers the Tenant to Article 7 of the Rental Agreement and Article 21 of the General Provisions. The Host adds that the deposit must be repaid within two weeks after the end of the rental agreement, unless there is a payment arrears and/or delivery damage. The Host may then deduct the arrears and/or the costs of repair from the deposit. He must repay the remainder within thirty days of the end of the lease. A cost breakdown must be provided.
7. The Tenant's obligation to pay the applicable service costs for which the Host will provide the Tenant with a complete breakdown of costs on an annual basis;
Hiervoor verwijst verhuurder de huurder naar artikel 3, 4, 5 en 7 van de Huurovereenkomst en naar artikel 17 van de algemene bepalingen.
8. The contact details of the Host or the manager where the Tenant can go for matters concerning the rented property
For this purpose, the Host refers the Tenant to the preamble and article 9 of the Rental Agreement.
9. The contact details of the Municipal Reporting Point, referred to in Article 4 of the Good Host Act, of the municipality in which the leased property is located;
Every municipality must have a hotline for complaints about Hosts. Tenants (including migrant workers), home seekers, local residents and others can contact this hotline with signals and complaints about undesirable behaviour by Hosts. On 'https://lento.eu/nl/meldpunt-ongewenst-verhuurgedrag' you will find an overview of all municipalities that now have a hotline. It contains a link to the municipal website with information about the hotline and how to make a report.

Annex Internal regulations

It is mandatory to follow the lento.eu house rules below at all times.

- During your stay and at the end of the rental period, the accommodation will be checked on quality, safety, hygiene and damages. You are liable for all damage caused to the accommodation or to goods belonging to the accommodation during your stay, as well as for loss of inventory, excessive energy consumption and insufficient cleaning.
- The accommodation is handed to you clean , furnished and equipped with standard inventory . You are responsible for keeping the accommodation and if applicable the garden end/or the balcony, tidy and clean. Ventilate regularly, especially in the bathroom.
- Be frugal with gas, water and electricity. The maximum permissible temperature is 21 °C. If the heating is turned on, the windows and doors must be closed. Turn down the thermostat, if you have access to it, to 17 °C when leaving the residence or going to bed.
- Take your fellow residents and neighbours into account and do not cause noise nuisance. After 22.00 hrs till 7:00 hrs it has to be quiet in the accommodation as well as in the direct vicinity of the accommodation.
- It is not permitted to alter anything on, in or at the accommodation. Placing satellite dishes, an additional refrigerator, air conditioning, an additional washing machine, a heater or any other additional equipment is not allowed. It is not allowed to put nails or thumbtacks in the walls of the accommodation or to fil any additional shelves to the walls of the accommodation.
- For your safety the accommodation is equipped with fire prevention and firefighting equipment. It is forbidden to sabotage this, for instance, by placing plastic bags over the smoke detectors of removing the batteries.
- On the last day of your stay you have to leave the accommodation at the indicated time. On the last day of your stay you have to leave the accommodation behind clean and tidy. The accommodation has to be cleared of personal possessions and delivered (broom)clean. Do not leave dirty dishes, remove the bedlinen from the bed, clean the kitchen, refrigerator and any other electric equipment and place garbage bags in the containers. Any personal belongings left behind will be removed.
- Smoking is not allowed in the accommodation.
- Using, producing, dealing or storing narcotics in the accommodation is forbidden.

For houses

- As a resident you have to maintain the garden.
- Household waste must be offered according to the locations' household waste schedule.
- The windows must be cleaned every month.

For apartments

- The public areas must be left clean after every use.

Annex General provisions of the lease for office space

GENERAL PROVISIONS OF THE LEASE FOR OFFICE SPACE and other business premises within the meaning of Section 7: 230a of the Dutch Civil Code

In accordance with the model adopted by the Real Estate Council of the Netherlands (Raad voor Onroerende Zaken, ROZ), version 20250603, on 5 March 2025 as filed with the registry of The Hague District Court on 3 June 2025, registered there under number 11/2025, and published on the website www.roz.nl. ROZ disclaims any liability for adverse consequences arising from the use of the model text.

Size of the leased property

1 The leased property includes the installations and facilities present in the leased property, insofar as these have not been excluded from the delivery report initialled by the parties and to be attached as an appendix to this lease.

Suitability of the leased property

2.1 For the question whether facts and circumstances limiting quiet enjoyment under the lease qualify as a defect in the meaning of Section 7: 204 of the Dutch Civil Code, it is important to determine what the Lessee could have reasonably expected from the leased property at the start of the lease.

2.2 Insofar as before entering into the lease the Lessor is aware of facts and circumstances preventing the Lessee's use of the leased property in accordance with the agreed designated use, the Lessor must inform the Lessee of them.

2.3 The Lessee must conduct, or arrange for a third party to conduct, a thorough inspection of the leased property before entering into the lease, to verify whether the leased property is suitable or can be rendered suitable by or on behalf of the Lessee for the agreed designated use to be given to it by the Lessee.

Condition of the leased property at the start of the lease

3.1 On commencement of the lease, the Lessor will deliver, and the Lessee will accept, the leased property in a good state of repair, unless the parties have agreed otherwise in writing. If no delivery report is drawn up at the start of the lease, the Lessee will be deemed to have received the leased property in good condition, without defects and free of damage, notwithstanding Section 7:224(2) of the Dutch Civil Code.

3.2 The general, structural and technical condition of the leased property that the Lessee accepts at the start of the lease will be recorded between the Lessee and the Lessor in a delivery report to be appended to the lease and signed by or on behalf of the parties. This delivery report will form part of the lease.

Government and other regulations and permits

4.1 Both on and after the commencement date as referred to in Article 3.1 of the lease, the Lessor will be responsible for acquiring and maintaining the required permits, exemptions and authorisations necessary for use of the leased property as referred to in Article 1.1 of the lease, notwithstanding the provisions of Articles 4.4 and 4.5.

4.2 The costs relating to acquiring the permit, licence or authorisation referred to in Article 4.1 and the costs of any alterations to the leased property to meet the conditions of the permit, licence or authorisation are payable by the Lessor, notwithstanding the Lessee's maintenance, repair and renovation obligations referred to Articles 11.2 and 11.5 with regard to the facilities already forming part of the leased property.

4.3 Both on and after entering into the lease, the Lessee is responsible for acquiring and maintaining all other required permits, licences and authorisations not falling under the scope of Article 4.1 that are needed to use the leased property in accordance with the designated use agreed in Article 1.2 of the lease to be given to it by the Lessee. This also includes all notices that the authorities have given or will give regarding the use of the leased property in accordance with the agreed designated use referred to above. The notices given by the authorities, as referred to above, include notices that are compulsory under the most recent Buildings Decree (Bouwbesluit) and the most recent General Rules for Establishments (Environmental Management) Decree (Activities Decree) (Besluit algemene regels voor inrichtingen milieubeheer (Activiteitenbesluit))

4.4 Refusal or revocation of a permit, exemption or authorisation as referred to in Article 4.3 does not constitute a defect, unless such refusal or revocation is the result of any act or omission by the Lessor.

4.5 The costs relating to acquiring the permit, licence or authorisation referred to in Article 4.3 and the costs of any alterations to the leased property to meet the conditions of the permit, licence or authorisation are payable by the Lessee, notwithstanding the Lessor's maintenance, repair and renovation obligations referred to Articles 11.2 and 11.4 with regard to the facilities already forming part of the leased property.

Use

5.1 The Lessee must actually use the entire leased premises properly itself for the full term of the lease and exclusively for the designated use stated in the lease. In this respect, the Lessee must observe any existing restricted rights and qualitative obligations, as well as any requirements set, or to be set, by or on behalf of the government and utility companies (including requirements in respect of the Lessee's business, in respect of the use of the leased property, as well as in respect of all such items as may be present in or on the leased property). The Lessee must equip the leased property and keep it equipped with sufficient fixtures and fittings. In this lease, utility companies include similar companies involved in the supply, transport and measuring of consumption of energy, water, etc.

5.2 The Lessee must act in accordance with the provisions of the law and local regulations, as well as in accordance with letting practices and instructions of the authorities, utility companies and insurers. The Lessee may only engage companies for work relating to security, fire prevention and lift technology that are approved in advance by the Lessor and certified by the National Centre for Prevention (NCP) or by the Netherlands Institute for Lift Technology. The Lessor must not withhold this approval on unreasonable grounds. If it is agreed in the context of supplies and services to be provided by or on behalf of the Lessor that the aforementioned work is to be performed on the Lessor's instructions, the Lessee must not perform or arrange for such work to be performed itself. The Lessee must always comply with the user instructions issued by those companies. The Lessee must also comply with oral and written instructions issued by or on behalf of the Lessor in the interests of the proper use of the leased property and of the internal and external areas, installations and facilities of the building or building complex of which the leased property forms part. This includes reasonable instructions regarding maintenance, appearance, noise level, order, fire safety, parking behaviour and proper functioning of the installations with respect to the building or building complex of which the leased property forms part.

5.3 The Lessee may not cause any nuisance or inconvenience while using the building or building complex of which the leased property forms part. The Lessee must ensure that any third parties present on the Lessee's behalf do not cause any nuisance or inconvenience.

5.4 The Lessee is entitled and also obliged to use the common facilities and services that are or will be available to ensure the proper functioning of the building or building complex of which the leased property forms part.

5.5 The Lessor is entitled to give instructions regarding the placement of illuminated or other advertising or signs, modifications and additions desired by the Lessee or other changes visible from the outside, and must not withhold its consent for that purpose on unreasonable grounds. The Lessor may give instructions that include the design, location, dimensions and choice of materials. The Lessee must comply with those instructions and those of the competent authorities in relation to modifications or additions made by the Lessee.

5.6 The Lessor is entitled for itself, for Lessee(s) or third parties to make use of roofs, façades, areas not accessible to the public or the Lessee, immovable appurtenances within the building or building complex, and the gardens and grounds in order to install antenna installations or for other purposes. If the Lessor wishes to make use of this right it must inform the Lessee of this in advance and take the Lessee's interests into account when exercising this right.

5.7 The Lessor may deny the Lessee access to the leased property if the Lessee has not, or has not yet, complied with its obligations under the lease by the time it wishes to make use of the leased property for the first time. This has no consequences for the commencement date of the lease referred to in Article 3.1 of the lease and the Lessee's obligations under the lease.

Subletting

6.1 Unless the Lessor gives its prior written consent, the Lessee must not let, sublet or give all or part of the leased property in use to third parties, or assign all or part of the rights under the lease to third parties or contribute them to a partnership or legal entity.

6.2 If the Lessee breaches the provisions of Article 6.1, the Lessee will forfeit to the Lessor, for each day that the breach continues, an immediately payable penalty equal to twice the daily rent applicable to the Lessee, notwithstanding the Lessor's right to claim specific performance or termination of the lease as well as compensation of damage.

6.3 The Lessee is permitted to sublet or grant a right of use to the premises to a group company in the meaning of Section 2:24b of the Dutch Civil Code provided that this is consistent with the use referred to in Article 1.2 of the lease and this sublessee/user does not sublet and/or grant use of the premises to a third party. The Lessee may not derogate

from the main lease in the sublease. The foregoing does not affect the Lessee's obligations under the Lease. The Lessee will remain the single point of contact for the Lessor.

Environment and energy label

7.1 The Lessee and Lessor must strictly comply with guidelines, regulations or instructions from the government or other competent authorities regarding the presentation of waste, whether separated or not. If a party fails to comply, or fails to comply fully, with this obligation, that party will be liable for any financial, criminal or other consequences arising as a result.

7.2 The Lessee must not:

a. have any environmentally hazardous items, including malodorous, flammable or explosive items, in, on, at, or in the immediate vicinity of the leased property;

b. use the leased property in any manner that may cause soil or other environmental pollution.

7.3 The Lessor will not indemnify the Lessee against any government orders to perform an environmental survey in respect of the leased property or to take any measures if pollution is discovered underneath, in, on or around the leased property.

7.4 Insofar as the Lessor is required to affix an energy label in the leased property, the Lessee must give the Lessor the opportunity to do so without attaching any conditions.

7.5 Unless the Lessor or Lessee give prior written consent, the other must not make any changes or additions in or to the leased property that could demonstrably decrease the energy index of the leased property stated on the energy label as referred to in Article 1.5.

Rules of conduct, regulations and prohibitions

8.1 The Lessee must not cause any nuisance or inconvenience while using the leased property or cause damage in, on, to or below the leased property or building complex of which the leased property forms part. Among other things, damage to the leased property means the use of means of transport that could damage the floors and walls. The Lessee must ensure that any third parties present on the Lessee’s behalf do not cause any nuisance or inconvenience. This also applies to the building or building complex of which the leased property forms part.

8.2 The Lessee must not:

a. load the floors of the leased property and of the building or the building complex of which the leased property forms part more heavily than as stated in the lease or than is structurally permissible;

b. make changes or install facilities in, on or to the leased property contrary to government or utility company rules, or to the conditions under which the owner of the leased property has acquired ownership of the leased property or to other limited rights, or that cause nuisance for other Lessees or neighbours, or hinder them in their use.

8.3 Unless the Lessor gives its prior written consent, the Lessee must not access, or allow the access of, any flat roofs, roofs, gutters or any places not destined for general use pertaining to the leased property or the building or building complex of which the leased property forms part or park any vehicles in places other than the designated areas.

8.4 In respect of the times within which, and the way in which loading and unloading may take place, the Lessee must observe the requirements set by the government and other competent authorities, as well as the Lessor’s reasonable instructions.

8.5 The Lessee must keep any escape routes and emergency exits in the leased property and the building or building complex of which the leased property forms part free at all times and guarantee the accessibility of fire extinguishers. The Lessor must also refrain from blocking any such escape routes and emergency exits.

8.6 If the leased property includes a lift, moving walkway, automatic door mechanism or similar system, or if the leased property is accessible by, or with the aid of, one or more of the aforementioned or similar systems, such systems may be used only at the user’s own risk. The Lessee is liable for the proper and skilful use of any technical and other systems that form part of the leased property.

Damage

9.1 The Lessee must promptly notify the Lessor of any defect and of any actual or impending damage resulting from such defect or from any other cause or circumstances. The Lessee must also grant the Lessor a reasonable period – given the nature of the defect – in which to commence repairs of a defect for which the Lessor is responsible. The Lessee must confirm such notice, including the reasonable period, in writing to the Lessor as soon as possible.

9.2 The Lessee must take appropriate measures in good time to avoid and mitigate any damage to the leased property or to the building or building complex of which the leased property forms part.

If the damage or impending damage is not attributable to the Lessee and the costs of appropriate measures are demonstrable and reasonable, the Lessor must reimburse the Lessee for such costs immediately on the Lessee’s request.

Liability

10.1 The Lessee will be liable to the Lessor for any damage to the leased property, unless the Lessee demonstrates that the damage is not attributable to it or to any persons for whom the Lessee is responsible.

10.2 The Lessee must indemnify the Lessor against any penalties imposed on the Lessor as a result of any acts or omissions of the Lessee.

10.3 The Lessor will not be liable for any damage as a result of a defect, and the Lessee cannot lay claim to a rent reduction or setoff in the event of a defect, except for the right to setoff within the meaning of Section 7: 206(3) of the Dutch Civil Code.

10.4 The provisions of Article 10.3 will not apply under the following circumstances:

- if a defect is the result of a serious and attributable breach of the Lessor;
- if the Lessor was aware of a defect on signing the lease and made no specific arrangements with the Lessee about this;
- if it transpires that the leased property is not suitable for the use referred to in Article 1.1 of the lease on the commencement date referred to in Article 3.1 of the lease because of circumstances attributable to the Lessor;
- if the Lessor should have been aware of a defect when entering into the lease and the Lessee could not, or need not, have been aware of it on the basis of its duty to investigate in Article 2.3, or was not required to carry out any investigation in that respect;
- if the Lessor has failed to observe the reasonable period set by the Lessee in writing as referred to in Article 9.1 for commencing repairs of a defect for which the Lessor is responsible.

Costs of maintenance, repairs and renovations, inspections and tests

11.1 The terms used in the lease and the general provisions (i.e. maintenance, repairs and renovations) are defined as follows:

- maintenance: ensuring an item remains in good condition, or at least remains in the same condition as on the commencement date of the lease, subject to normal wear and tear;
- repair: returning or replacing an item to a condition that makes it possible to use that item again as on the commencement date of the lease;
- renovation: replacing an item as a consequence of it reaching the end of its technical lifespan.

11.2 The Lessor will be responsible for the costs of maintenance, repair and renovation work to the leased property, as specified in Article 11.4 below. The Lessee will be responsible for the costs of any other maintenance, repair and renovation work on the leased property, including the costs of inspections and tests. If the leased property forms part of a building or building complex, the foregoing also applies to the costs of that work on the building or building complex of which the leased property forms part, such as work on common systems, areas and other common facilities, all on a proportional basis.

11.3 Unless agreed otherwise between the parties, the work referred to in Articles 11.2, 11.4 and 11.5 will be performed by or on the instructions of the party responsible for the costs of that work. The parties must start performing the relevant work promptly.

11.4 The Lessor will be responsible for the costs of:

a. maintaining, repairing and renovating structural elements of the leased property, such as foundations, columns, beams, structural floors, roofs, flat roofs, structural walls and outer façades;

b. maintaining, repairing and renovating stairs, steps, drains, outlets, gutters and outer framing pertaining to the leased property, unless the Lessee has failed to comply with its obligations on the basis of Article 11.5 under k;

c. replacing parts and renovating the systems pertaining to the leased property;

d. external paintwork.

The Lessor will be responsible for the costs of the work specified under a to d inclusive, unless the work should be considered minor repairs, including small-scale and daily maintenance within the meaning of the law, or involves work to any items not installed on or in, or affixed to, the leased property by or on behalf of the Lessor.

11.5 To clarify, alternatively notwithstanding or in addition to Article 11.2, the Lessee will be responsible for the costs of:

a. external maintenance, if and insofar as relating to work to be considered minor repairs, including small-scale and daily maintenance within the meaning of the law, as well as internal maintenance, not being maintenance within the meaning of Article 11.4, all notwithstanding the following provisions;

b. maintaining, repairing and renovating switches, lamps, lighting (including fixtures), batteries, interior paintwork, sockets, hinging and locks, glazing and glass doors, mirror, window and other glass; c. maintaining and repairing shutters, blinds, awnings and other shading devices;

d. maintaining and repairing the system ceiling, including luminaires, doorbell systems, sinks, pantry equipment and sanitary ware;
e. maintaining and repairing gas, water and electricity taps, as well as fire, burglary and theft protection systems and all appurtenances;
f. maintaining and repairing boundary partitions, gardens and grounds, including paving work;
g. regular and corrective maintenance, together with regular testing and remote management of the technical systems pertaining to the leased property, including the replacement of small components. This work may only be performed by firms approved by the Lessor;
e. any periodic and incidental tests and inspections, whether or not required by or on behalf of the government or otherwise reasonably deemed necessary in the area of soundness and safety or to verify the proper functioning of any technical and other systems pertaining to the leased property or its appurtenances; these tests and inspections are performed on the Lessor's instructions; the following provisions of Articles
18.3 to 18.8 inclusive apply insofar as possible to the associated costs;
i. maintaining, repairing and renovating furnishing and floor coverings, as well as items installed or to be installed by or on behalf of the Lessee, either by way of a provisional sum made available to the Lessee by the Lessor or otherwise;
j. the responsibility for cleaning and keeping the leased property clean, both inside and out, including, but not limited to, keeping windows, shutters, blinds, awnings and other shading devices, framing and façades of the leased property clean, as well as removing any graffiti added to the leased property;
k. the responsibility for emptying grease traps, keeping clean and unblocking wells, gutters and all inlets and outlets/ drains up to the municipal main sewer system, sweeping chimneys, and cleaning ventilation ducts.
11.6 Changes and additions made by or on behalf of the Lessee must be maintained, repaired and renovated at the Lessee's expense.
11.7 If the Lessee, after having been given notice, fails to perform maintenance or repairs for which it is responsible, or if the Lessor believes that such work has been performed negligently or poorly, the Lessor may perform or arrange for maintenance, repairs or renovations it deems necessary to be performed, at the Lessee's expense and risk.
If the work to be performed at the Lessee's expense cannot be postponed, the Lessor may perform or arrange for it to be performed immediately at the Lessee's expense.
11.8 If the Lessor needs to perform maintenance, repair or renovation work, it must consult with the Lessee in advance about how the Lessee's interests can be taken into account as far as possible. If this work takes place outside normal working hours at the Lessee's request, the additional costs incurred will be payable by the Lessee.
11.9 The Lessee is liable for the proper and skilful use of the technical systems in the leased property. The Lessee is also liable for the maintenance it performs on the systems or that is performed on its instructions. The fact that maintenance is performed by a firm approved by the Lessor does not discharge the Lessee from this liability.
11.10 If the Lessor and the Lessee have agreed that the work for which the Lessee is financially responsible in connection with maintenance, repairs and renovations in, on or to the leased property, the building or the building complex of which the leased property forms part, as referred to in Articles 11.2, 11.5 and 11.6, will be performed on the Lessor's instructions rather than on the Lessee's instructions, the Lessor will pass on the associated costs to the Lessee. In some cases the Lessor will conclude maintenance contracts for this work.

Changes and additions by the Lessee

12.1 The Lessee must always notify the Lessor in writing in due time before any change or addition. This includes, but is not limited to, all changes that could affect the permits applicable to the leased property. The Lessee must ensure that it stipulates that the party making the changes and additions waives its right of retention.
12.2 The Lessee will be permitted, without the Lessor's written consent, to make changes and additions in, on or to the leased property that are necessary to operate the Lessee's business, provided that such changes and additions do not affect the structure of the leased property or the technical facilities pertaining to the leased property or the building or building complex of which the leased property forms part.
12.3 Any changes or additions to be made by the Lessee other than those referred to in Article 12.2 will require the Lessor's prior written consent.
12.4 The changes and additions referred to in Article 12.2 do not include any changes or additions to the exterior of the leased property, such as the Lessee's name signs or advertising. Any such changes or additions will always require the Lessor's prior written consent and the Lessee must follow the Lessor's reasonable instructions. The Lessor must not withhold this consent on unreasonable grounds. The Lessee is also not permitted to cover or otherwise obscure windows and shop displays without the Lessor's written consent.

12.5 Before making changes and/or additions to the leased property, the Lessee must always investigate or investigate further, at its own expense, whether there is any asbestos at the site where the changes and/or additions are to be made. The Lessee must notify the Lessor of the results of such investigation or further investigation and consult with the Lessor if asbestos is found. The Lessee must indemnify the Lessor against any possible damage and consequences if asbestos is found and the Lessee still proceeds to perform or arranges the performance of the aforementioned works.
12.6 The Lessee warrants that other users of the building or building complex of which the leased property forms part will not experience hindrance, damage and/or nuisance from the changes and additions, regardless of whether permission is required and/or has been granted.
12.7 If any change or addition requires a third-party permit, exemption or authorisation, the Lessee must apply for this and observe all the associated requirements.
12.8 All expenses associated with changes and additions and administrative charges are at the Lessee’s expense insofar as these are made or incurred under the Lessee’s instructions or on its account.
12.9 Changes and/or additions made by the Lessee, with or without the Lessor’s consent, will not form part of the leased property. The Lessor has no maintenance, repair and renovation obligations regarding these changes and additions.
12.10 The Lessee will be liable for any damage resulting from changes and additions made by or on behalf of the Lessee.
12.11 The Lessee must observe the reasonable instructions given by the Lessor and indemnify the Lessor against any third-party claims in respect of damage caused by any changes made or facilities installed by the Lessee.
12.12 If hindrance, nuisance, damage or impending damage occurs because of a change or addition, the Lessee must take all such measures as may be necessary to reverse the damage and prevent such hindrance and nuisance.
12.13 If any items installed by the Lessee need to be temporarily removed in connection with work on the leased property or the building or building complex of which the leased property forms part, the Lessee will be responsible for the costs of removal, any storage and re-installation.
12.14 The Lessee must reverse any changes or additions on termination of the lease and repair any resultant damage unless the Lessor releases the Lessee from this obligation.
12.15 Unless the parties agree otherwise in writing, the Lessee will waive all rights and claims on account of unjust enrichment in connection with the changes or additions made by or on behalf of the Lessee that are not reversed on termination of the lease.

Maintenance and renovations by the Lessor

13.1 The Lessor may perform or arrange the performance of work or inspections on, to or in the leased property, the building or building complex of which the leased property forms part, or adjacent premises in the context of maintenance, repairs and renovations. This includes introducing extra facilities and alterations or work required in connection with environmental and other requirements or measures of the government, utility companies or other competent authorities.
13.2 If the Lessor wishes to proceed with renovating the leased property, it must submit a proposal for those renovations to the Lessee. A proposal for renovations by the Lessor will be considered reasonable if at least 51% of the lessees whose leased property is affected by the renovations approve it and if those lessees collectively rent at least 70% of the lettable floor area in m2, including vacant property of the building or building complex of which the leased property forms part, which is affected by the proposed renovations. For the calculation of the percentage, the Lessor will be regarded as the Lessee of any unlet but lettable floor area in m2.
13.3 Renovation includes full or partial demolition, replacement new build and additions and changes to the leased property or to the building or building complex of which the leased property forms part.
13.4 The provisions of Section 7: 220(1), (2) and (3) of the Dutch Civil Code do not apply. Renovation and maintenance work to the leased property, even if these interfere significantly with the Lessee's business activities, or to the building or building complex of which the leased property forms part, will not constitute a defect for the Lessee. The Lessee must tolerate and allow the Lessor to perform maintenance and renovation work on the leased property or the building or building complex of which the leased property forms part. The Lessor must take reasonable proportionate measures to limit the effect on the quiet enjoyment of the leased property as far as possible.
13.5 As regards the areas of the leased property in respect of which the Lessee does not have an exclusive right of use, such as the common areas, lifts, stairs, escalators, stairwells, corridors, entrances and/or other immovable appurtenances, the Lessor may change the appearance or layout of those areas and move them provided that the use as referred to in Article 1.2 of the lease remains possible.

Requests/consent

14.1 Every deviation from or addition to this lease must be agreed in writing.

14.2 If and insofar as any provision of this lease requires the consent of the Lessor or the Lessee, the Lessor or Lessee must not unreasonably refuse and/or delay such consent, which will be deemed to have been granted only if it has been granted in writing.

14.3 Any consent granted by or on behalf of the Lessor or the Lessee is once only and will not apply to any other or subsequent situations. The Lessor or Lessee may attach reasonable conditions to its consent.

Changes to the organisation of the Lessee/Lessor

15 The parties much inform each other, each time in writing, of any intended, relevant changes to their organisation, including the structure under company law. The notice referred to above must reach the other party in such time that the other party can still take all such measures as may be necessary in respect of the proposed change. Such measures include, but are not limited to, legal actions, such as filing opposition to a proposed merger or demerger.

Valuation and viewing of the leased property

16.1 If the Lessor wishes to have a valuation of the leased property carried out, or intends to perform work in, on or to the leased property, the Lessee must grant access to the Lessor or those who will attend on the Lessor's behalf, and facilitate the performance of that work.

16.2 For the purpose of the provisions of the first paragraph, the Lessor and/or any individuals to be designated by the Lessor, will be entitled to access the leased property in consultation with the Lessee on working days between 7 a.m. and 5:30 p.m. In emergencies, the Lessor may enter the leased property without prior consultation and, if necessary, outside of the stated hours.

16.3 In the event of the proposed lease, sale or auction of the leased property, and for a period of one year before the end of the lease, the Lessee must allow viewings of the leased property, on at least two working days per week, after prior notice by the Lessor or its authorised representative, without deriving any claim from this. The Lessee must tolerate the customary 'to let' or 'for sale' signs or posters on or near the leased property.

Rent adjustment

17 Ceased to apply

Costs of mains services

18.1 In addition to the rent, the costs of the supply, transport, metering and consumption of water and energy for the leased property, including the costs of concluding the relevant agreements and renting meters, as well as any costs and fines that are charged by the utility companies are payable by the Lessee. The Lessee will be responsible for entering into the supply agreements for mains services with the relevant agencies, unless the leased property does not have any separate connections and it has been agreed that the Lessee will attend to this as part of the agreed supply of mains services.

18.2 If the parties have not agreed to any additional supply of mains services, the Lessee must arrange this at its expense and risk and to the Lessor's satisfaction.

18.3 If the parties have agreed that the additional supply of mains services will be arranged by or on behalf of the Lessor, the Lessor will determine the fee due by the Lessee for that purpose on the basis of the costs involved in supplying mains services and the associated administrative work. Insofar as the leased property forms part of a building or building complex and the mains services provided also relate to other sections of that building or building complex, the Lessor will determine the Lessee's reasonable share of the costs of that supply of mains services. The Lessor need not consider the fact that the Lessee does not use one or more of these supplies of mains services. If any sections of the building or building complex are vacant, the Lessor must ensure, when determining the Lessee's share, that this does not exceed the share that would have been payable had the building or building complex been fully occupied.

18.4 After the end of the year to which the costs for mains services relate, the Lessor will provide annual itemised statements of the mains service charges to the Lessee within 12 months of the end of the year, stating the method of calculation, as well as the Lessee's share in those costs, insofar as applicable, in such a way that the Lessee can independently determine the allocation of the costs. In principle, the Lessor will provide the itemised statement within 12 months of the end of the year. If the Lessor is unable to provide the statement on time, it must notify the Lessee, stating the reason.

The statutory prescription period starts after the end of the year to which the mains service charges relate.

18.5 After the end of the lease, a statement will be provided for the period in respect of which this has not yet happened. This final statement must be provided no later than 12 months after the end of the year to which the mains

service charges relate unless the Lessor is unable to provide this statement. The Lessor must notify the Lessee of this, stating reasons. Neither the Lessee nor the Lessor will make any premature claims for setoff.
18.6 Based on the statement for the relevant period and taking into account advance payments, any amount underpaid by the Lessee or overpaid to the Lessor must be settled within three months after the statement is provided, either by an additional payment or a refund. Disputing the accuracy of the statement does not suspend this obligation to make payment.
18.7 After consultation with the Lessee, the Lessor may alter the nature and scope of the supply of mains services.
18.8 The Lessor will be entitled to make interim adjustments to the advance due by the Lessee on the mains service charges, based on the Lessor's expected costs, including in a case as referred to in Article 18.7.
18.9 If the supply of mains services to be provided by the Lessor includes the supply of gas, electricity, heat and/or hot or cold water, the Lessor may, after consultation with the Lessee, adjust the method of determining the consumption and the Lessee's share in the costs of such consumption, for which purpose individual metering to make each user's actual consumption visible will always be permitted.
18.10 If the consumption of gas, electricity, heat and/or hot or cold water is determined on the basis of consumption meters, and a dispute arises as to the Lessee's share in the costs of consumption as a result of those meters not functioning or not functioning properly, the Lessee's share will be determined by a firm consulted by the Lessor that specialises in metering and determining the gas, electricity, heat and/or hot or cold water purchased. This also applies in case of damage, destruction or fraud involving the meters, notwithstanding any other rights the Lessor has against the Lessee in such cases, such as the right to have the meters repaired or replaced and the right to compensation for damage suffered.
18.11 Unless there is a serious breach attributable to the Lessor, the Lessor is not liable for any damage resulting from the non-functioning or improper supply of the mains services. The Lessee will also not have any claim for a reduction in rent in these cases.

Service charges

19.1 The Lessee must pay the service charges in addition to the rent. The Lessee must enter into the supply agreements for the services for which service charges are calculated with the relevant agencies, unless the leased property does not have any separate connections and it has been agreed that the Lessee will attend to this as part of the agreed supply of services for which service charges are calculated.
19.2 If the parties have not agreed to any additional supply of services for which supply costs are calculated, the Lessee must arrange this at its expense and risk and to the Lessor's satisfaction.
19.3 If the parties have agreed that the additional supply of services for which service charges are calculated will be arranged by or on behalf of the Lessor, the Lessor will determine the fee due by the Lessee for that purpose on the basis of the costs involved in supplying services for which service charges are calculated and the associated administrative work. Insofar as the leased property forms part of a building or building complex and the supply of services for which service charges are calculated also relates to other sections of that building or building complex, the Lessor will determine the Lessee's reasonable share of the costs of supplying those services for which service charges are calculated. The Lessor need not consider the fact that the Lessee does not use one or more of these supplies of services for which service charges are calculated. If any sections of the building or building complex are vacant, the Lessor must ensure, when determining the Lessee's share, that this does not exceed the share that would have been payable had the building or building complex been fully occupied.
19.4 After the end of the service charges year, the Lessor will provide annual itemised statements of the costs of supplying services for which service charges are calculated to the Lessee within 12 months of the end of the year, stating the method of calculation, as well as the Lessee's share in those costs, insofar as applicable, in such a way that the Lessee can independently determine the allocation of the costs. In principle, the Lessor will provide the itemised statement within 12 months of the end of the year. If the Lessor is unable to provide the statement on time, it must notify the Lessee, stating the reason.
The statutory prescription period starts after the end of the year to which the service charges relate.
19.5 After the end of the lease, a statement will be provided for the period in respect of which this has not yet happened. This final statement must be provided no later than 12 months after the end of the year to which the service charges relate unless the Lessor is unable to provide this statement. The Lessor must notify the Lessee of this, stating reasons. Neither the Lessee nor the Lessor will make any premature claims for setoff.
19.6 Based on the statement for the relevant period and taking into account advance payments, any amount underpaid by the Lessee or overpaid to the Lessor must be settled within three months after the statement is provided, either by

an additional payment or a refund. Disputing the accuracy of the statement does not suspend the obligation to make payment.
19.7 After consultation with the Lessee, the Lessor may alter the nature and scope of the services for which service charges are calculated.
19.8 The Lessor will be entitled to make interim adjustments to the advance on the fee for supplying services for which service charges are calculated, which is due by the Lessee, based on the Lessor's expected costs, including in a case as referred to in Article 19.7.
19.9 Unless there is a serious breach attributable to the Lessor, the Lessor is not liable for any damage resulting from the non-functioning or improper supply of the services for which service charges are calculated. The Lessee will also not have any claim for a reduction in rent in these cases.

Service contracts for maintenance

20.1 The Lessee must enter into service contracts to be pre-approved by the Lessor in respect of any systems pertaining to the leased property.

Turnover tax

21.1 If the Lessee does not use, no longer uses, does not allow or no longer allows the use of the leased property for operations entitling the deduction of turnover tax, as a result of which the exception from the exemption to pay turnover tax on the rent ends, the Lessee will no longer owe turnover tax on the rent to the Lessor or its successor(s) in title. However, with effect from the relevant end date, in addition to the rent and in lieu of the turnover tax, the Lessee will owe the Lessor or its successor(s) in title such compensation that the latter will be fully compensated for:
a. the turnover tax on the operating costs of the leased property or investments in it that is not, or no longer, deductible by the Lessor or its successor(s) in title as a result of the termination of the option;
b. the turnover tax payable by the Lessor or its successor(s) in title to the Dutch Tax and Customs Administration as a result of the termination of the option due to re-calculation within the meaning of Section 15(4) of the Turnover Tax Act of 1968 (Wet op de omzetbelasting 1968) or review within the meaning of Sections 11 to 13 inclusive of the Turnover Tax Implementation Order 1968 (Uitvoeringsbeschikking omzetbelasting 1968);
c. all other damage suffered by the Lessee or its successor(s) in title as a result of termination of the option.
21.2 The financial loss suffered by the Lessor or its successor(s) in title as a result of termination of the option (as referred to in Article 21.1) will be compensated by the Lessee to the Lessor or its successor(s) in title, always simultaneously with the rent instalments, and will, with the exception of the damage referred to in Article 21.1 under a, be equally spread, if possible, over the remaining term of the current lease period by way of an annuity, but will become immediately and fully due and payable by the Lessee if the lease is terminated early for any reason.
21.3 The provisions of Article 21.1 under b will not apply if, at the time of entering into the current lease, the review period for deducting input tax in respect of the leased property has expired.
21.4 If a situation as referred to in Article 21.1 occurs, the Lessor or its successor(s) in title must notify the Lessee of the amounts payable by the Lessor or its successor(s) in title to the Tax and Customs Administration and provide insight into the other damage as referred to in Article 21.1 under c. The Lessor and/or its successor(s) in title must cooperate if the Lessee wishes to have the statement submitted by the Lessor or its successor(s) in title audited by an independent registered accountant. The associated costs are payable by the Lessee.
21.5 If the requirement that the leased property be used, or be allowed to be used, for purposes as specified in Article 4.3 of the lease has not been met in any financial year, the Lessee must notify the Lessor or its successor(s) in title, within four weeks of the end of the relevant financial year by way of a declaration signed by the Lessee. The Lessee must send a copy of such declaration to the Dutch Tax and Customs Administration within the same period.
21.6 If the Lessee does not comply with the duty to provide information as referred to in Article 21.5, or fails to perform the obligation to occupy the leased property as referred to in Article 21.8, or if it subsequently transpires that the Lessee had made an incorrect assumption and the Lessor or its successor(s) in title have incorrectly charged turnover tax on the rent as a result, the Lessee will be in default, and the Lessor or its successor(s) in title will be entitled to recover the financial loss suffered as a result from the Lessee. Such loss will be the full turnover tax still due by the Lessor or its successor(s) in title to the Dutch Tax and Customs Administration, plus interest, any penalties and any further costs and damage. The provisions of this paragraph provide for compensation of damage if the option is terminated with retroactive effect, in addition to the arrangements set out in Article 21.1. Any additional damage suffered by the Lessor or its successor(s) in title as a result of such retroactive effect can be immediately and fully recovered from the Lessee in a lump sum.

The Lessor or its successor(s) in title must cooperate if the Lessee wishes to have the statement of additional damage submitted by the Lessor or its successor(s) in title checked by an independent registered accountant. The associated costs are payable by the Lessee.
21.7 The provisions of Articles 21.1, 21.4 and 21.6 will also apply if, after termination of the lease, whether early or on expiry, the Lessor or its successor(s) in title are confronted with any damage resulting from the termination of the option applicable to the parties. In that case, the Lessor or its successor(s) in title may claim such damage immediately, in full and as a lump sum.
21.8 Notwithstanding any other provisions in this lease in this respect, the Lessee must always occupy, or allow the occupation of, the leased property, subject to the option (as referred to in Article 21.1), before the end of the financial year in which the commencement date, as referred to in Article 3.1 of the lease, falls.
21.9 If the supply of mains services and/or the services for which service charges are calculated qualify as services ancillary to the lease and the option has been or is terminated as a result of which there is no longer taxed rent, the price for these supplies including the turnover tax charged to the Lessor will be passed on to the Lessee.
21.10 If the supply of mains services and/or the services for which service charges are calculated qualify as services ancillary to the lease and taxed rent can be chosen at any time, the Lessor must charge turnover tax on the fee for supplying those services.

Other taxes, duties, charges, levies, premiums and dues

22.1 The Lessee will be responsible for the following, even if the relevant assessments are imposed on the Lessor:
a. the property tax in respect of the actual use of the leased property and the actual shared use of service areas, general areas and common areas on a pro-rata basis;
environmental levies, including surface water pollution duty, waste water drainage contribution and every other contribution under the heading of environmental protection;
c. betterment levy or related taxes or levies; for half of the amount of the assessment. The Lessor must notify the Lessee promptly if it receives a betterment levy assessment. If requested, the Lessor must file an objection against the relevant assessment taking the Lessee’s objections into consideration, if possible. The
Lessee must reimburse the Lessor for half of the costs reasonably incurred in that regard;
d. sewerage charges or sewerage tax in respect of the actual use of the leased property and the actual shared use of service areas, general areas and common areas on a pro-rata basis;
e. any other existing or future taxes, including taxes imposed in respect of facilities in public areas such as flag and advertising taxes, business investment zone levies, public land encroachment taxes, charges, other levies and fees:
- in respect of the actual use of the leased property;
- in respect of the Lessee’s property;
- which would not have been fully or partially levied or imposed had the leased property not have been given in use to the Lessee.
22.2 If the taxes, levies or duties payable by the Lessee are collected from the Lessor, the Lessee must pay these amounts to the Lessor within two months of the Lessor’s request to that effect.

Insurance

23.1 If the Lessor or other lessees of the building or building complex of which the leased property forms part are charged higher than normal fire or other insurance premiums for structures or inventory and goods because of the nature or pursuit of the Lessee’s profession or business, the Lessee must compensate the Lessor or such other lessees of the building or building complex of which the leased property forms part for the excess premium.
23.2 The Lessor and other lessees will be free to choose the insurance company, determine the insured value, and assess the reasonableness of the premium payable.
23.3 A ’normal premium’ is the premium that the Lessor or Lessee could negotiate with a reputable insurance company to insure the leased property or its inventory or goods against fire and other risks immediately before entering into this lease, without taking into consideration the nature of the business or profession to be pursued by the Lessee in the leased property, as well as any adjustments to this premium throughout the term of the lease that is not the result of a change in the nature or scope of the insured risk.

End of the lease or use

24.1 Unless agreed otherwise in writing, the Lessee must deliver the leased property to the Lessor at the end of the lease, or at the end of its use of the leased property, in the same condition described in the delivery report drawn up at the start of the lease, save for normal wear and tear and ageing.
24.2 If no delivery report was drawn up at the start of the lease, the leased property is presumed, unless the Lessee proves otherwise, to have been delivered in a good state of repair at the start of the lease, without defects and free

from damage, and the Lessee must return the leased property at the end of the lease to the Lessor in the same condition, save for normal wear and tear and ageing.
The provisions of the final sentence of Section 7: 224(2) of the Dutch Civil Code do not apply.
24.3 In addition to Article 24.2, the Lessee must deliver the leased property at the end of the lease, or at the end of its use of the leased property, to the Lessor empty and vacated, free from use and rights of use, properly cleaned and with all keys, key cards, etc.
24.4 Unless the Lessor has stated or states otherwise in writing, the Lessee must, at its own expense, remove all items it has installed in, on or affixed to the leased property, or taken over from the previous Lessee or user. Unless agreed otherwise in writing, the Lessor need not pay compensation for items that have not been removed.
24.5 If the Lessee has terminated the use of the leased property early, the Lessor may gain access to the leased property at the Lessee's expense and take possession of it, without this constituting a defect.
24.6 All items that the Lessee has evidently abandoned by leaving them in the leased property when the leased property is actually vacated may, at the Lessor's discretion, be removed, sold or destroyed by the Lessor, at the Lessee's expense, without any liability arising for the Lessor.
24.7 The parties must jointly inspect the leased property in due time before the end of the lease or the end of its use. The parties will draw up a report of this inspection, recording the findings in respect of the condition of the leased property. This report will also record the work relating to the repairs proven necessary during the inspection and any maintenance backlog for which the Lessee is responsible, yet is still to be performed at the Lessee's expense, as well as the procedure and period for performing such work.
24.8 If the Lessee or the Lessor, after having been properly invited in writing by registered letter, fails to cooperate within a reasonable period with the inspection and/or the recording of the findings and arrangements in the inspection report, the party insisting on the recording may conduct the inspection in the absence of the defaulting party, finalise the report as binding on both parties and immediately hand over a copy of this report.
24.9 The Lessee must perform or arrange for the work assigned to it under the inspection report to be performed by the deadline specified in the report – or as later agreed between the parties – in a proper manner. If the Lessee fully or partially fails to perform its obligations under the report, the Lessor may arrange for the work to be performed itself and recover the associated costs from the Lessee, notwithstanding the Lessor's claim for compensation of any further damage and costs.
24.10 For the period required to perform the repairs, calculated from the end date of the lease, the Lessee must pay the Lessor an amount equal to the most recent rent and fee for the additional supply of mains services and/or services for which service charges are calculated, notwithstanding the Lessor's right to claim compensation for any further damage and reasonable costs.

Payments

25.1 The rent and any other amounts due under this lease must be paid on or before the due dates in legal Dutch tender, without any suspension, deduction or setoff against any claim that the Lessee has against the Lessor, by way of deposit in or transfer to an account to be designated by the Lessor. The Lessee can only set off a claim if the claim has been determined by the court.
This does not affect the Lessee's right to remedy any defects itself and to deduct the reasonable associated costs from the rent if the Lessor is in default in remedying those defects. The Lessor will be free to change the place or method of payment by giving written notice to the Lessee. The Lessor may decide which outstanding claims under the lease will be reduced by any payment received from the Lessee.
25.2 If an amount due by the Lessee under the lease is not promptly paid by the due date, the Lessee will forfeit to the Lessor, by operation of law, for each calendar month from the due date of that amount, an immediately payable penalty of 1% of the amount due per calendar month, subject to a minimum of EUR 300 per month. For this purpose, part of a month will be counted as a full month. The penalty and default interest referred to above will not be due if the Lessee has submitted a reasoned claim to the Lessor by registered letter prior to the due date referred to in Article 25.1, and the Lessor has failed to provide a substantive response within four weeks of receipt of this letter.

Securities

26.1 As security for the proper performance of its obligations under the lease, the Lessee must provide a bank guarantee to the Lessor no later than two weeks before the commencement date as referred to in Article 3.1 of the lease, or so much earlier as the Lessor stipulates, in accordance with a model to be provided by the Lessor, in an amount as stated in the lease, or pay a deposit into a bank account designated by the Lessor. This bank guarantee must also apply to any extensions of the lease, including its amendments, and remain valid for a period of at least six

months following the date on which the leased property is actually vacated and the lease is terminated. This bank guarantee or deposit must also apply to the Lessor's successor(s) in title.
26.2 If the bank guarantee or the deposit has been called upon and pays out in whole or in part, the Lessee must, immediately on the Lessor's request, arrange a new bank guarantee or deposit, in accordance with the provisions of Articles 26.1, 26.3 and 26.4, up to the amount applicable immediately before the bank guarantee or deposit was called upon.
26.3 After the payment obligation referred to in Article 4.10 of the lease is increased by a total of 15% or more, the Lessee must, immediately on the Lessor's request, arrange the issue of a new bank guarantee or, where a deposit has been paid, supplement the deposit up to an amount adjusted to the new payment obligation.
26.4 If the Lessor has not validly called upon the deposit, it must, on termination of the lease, repay the deposit or the remainder of the deposit into a bank account to be designated by the Lessee no later than six months after the end of the lease.
If the Lessor has not validly called upon the bank guarantee, it must, on termination of the lease, return the bank guarantee to an address to be provided by the Lessee no later than six months after the end of the lease.
26.5 Insofar as they are applicable, Articles 26.1 to 26.4 inclusive apply to other securities.

Joint and several liability

27.1 If several natural persons or legal entities are contractually bound as Lessee, they will always be jointly and severally liable to the Lessor for all the obligations under the lease.
Postponement of payment or debt forgiveness granted by the Lessor to one of the Lessees or an offer to that effect concerns only that Lessee.
27.2 The obligations under the lease are also joint and several for the Lessee's heirs and assignees.

Late availability

28.1 If the leased property is not available on the commencement date referred to in Article 3.1 of the lease because the leased property has not been completed on time, the previous user has failed to vacate the leased property on time, or the Lessor has not yet obtained the government permits that it must arrange, the Lessee will not owe any rent, any fee for the mains services to be supplied by or on behalf of the lessor, or any fee for the services for which service charges are calculated to be provided by or on behalf of the Lessor until such date as the leased property is at the Lessee's disposal, and the Lessee's other obligations and the agreed periods will also be postponed accordingly.
28.2 The Lessor is not liable for any damage suffered by the Lessee as a result of the delay, unless the delay is an attributable breach by the Lessor.
28.3 An attributable breach as referred to in Article 28.2 includes a situation in which the Lessor fails to perform to the best of its ability to still make the leased property available to the Lessee as soon as possible.
28.4 The Lessee cannot claim termination of the lease unless the late delivery has been caused by a serious breach attributable to the Lessor and it would be unacceptable to the Lessee under standards of reasonableness and fairness for the lease to remain unchanged, while the Lessor fails to accommodate the Lessee's legitimate interests.

Apartment rights

29.1 If the building or building complex of which the leased property forms part is, or will be, divided into apartment rights, the Lessee must observe the requirements in respect of use under the deed of division and regulations. The same applies if the building or the building complex is or becomes the property of a cooperative. The obligation to comply with these rules does not constitute a defect. The Lessor warrants that the rules referred to above, as applicable at the time of entering into the lease, will not be contrary to the lease.
29.2 Insofar as possible, the Lessor must not cooperate in creating any rules that conflict with the lease.
29.3 The Lessor must ensure that the Lessee is given the rules on use as referred to in Article 29.1.

Costs, default

30.1 In all cases in which the Lessor or Lessee has had a demand, notice of default or writ issued against the Lessee or Lessor, or in the event of proceedings against the Lessor or Lessee to enforce specific performance of the lease or to force the Lessee to vacate the leased property, the Lessor or Lessee must reimburse the Lessee or Lessor for all reasonable judicial and extrajudicial costs incurred for that purpose, except for the costs of proceedings payable by the Lessor or Lessee under a final court ruling.
The reasonable costs incurred are set between the parties in advance at an amount calculated as follows:
15% on the principal sum, subject to a maximum of EUR 25,000 per case excluding the court registry fees. In case of legal proceedings, the costs of experts (lawyers, bailiffs, etc.) are payable by the losing party. Section 6: 96(4) and (6) of the Dutch Civil Code, expressly including the reference to the maximum amount in extrajudicial costs to be reimbursed, therefore does not apply between the parties.

30.2 The Lessor or Lessee will be in default by the mere expiry of a specific deadline.

Penalty clause

31 If the Lessee fails to comply with the rules set out in Articles 5.1, 8, 12.1, and 26.1, even after having been given a proper notice of default by the Lessor, the Lessee will forfeit to the Lessor, insofar as no specific penalty has been agreed, an immediately payable penalty of at least EUR 250 per calendar day for each calendar day that the Lessee is in default. The foregoing will apply notwithstanding the Lessor's right to exercise its other rights, including the right to claim specific performance and the right to claim full compensation insofar as the damage suffered exceeds the penalty forfeited.

Personal Data Protection Act

32 By entering into this lease, the Lessee, if a natural person, consents to the Lessor and the manager including and processing their personal details in a database.

Address for service

33.1 As from the commencement date referred to in Article 3.1 of the lease, all notices by the Lessor to the Lessee in connection with the performance of the lease will be sent to the address of the leased property.

33.2 If the Lessee no longer actually operates its business in the leased property, it undertakes to notify the Lessor immediately and provide its new address for service.

33.3 If the Lessee leaves the leased property without providing a new address for service to the Lessor, the address of the leased property will continue to serve as the Lessee's address for service.

Complaints

34. The Lessee must submit any complaints and wishes in writing. In urgent cases, the Lessee may do this verbally. In such cases, the Lessee must confirm the relevant complaint or wish in writing as soon as possible.

Final provision

35 If a provision of the lease or these general provisions is void or voidable, this will not affect the validity of the remaining provisions of the lease or these general provisions. The provisions that the parties would have agreed had they been aware of such voidness or voidability will then apply in lieu of the voided or void provision, in accordance with the provisions of Section 3: 42 of the Dutch Civil Code.

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Alternative template wording:

Annex General provisions of the tenancy agreement for housing accommodation

GENERAL PROVISIONS OF THE TENANCY AGREEMENT FOR HOUSING ACCOMMODATION

Model adopted by the Real Estate Council of the Netherlands (ROZ) on 5 March 2025, filed with the registry of The Hague District Court on 10 April 2025, and registered there under number 7/2025. The ROZ expressly excludes all liability for the adverse consequences of using the wording of the model.

Use

1.1 During the entire term of the tenancy agreement, the tenant must actually use the rented housing in its entirety, continuously and properly, exclusively in accordance with the designated use as specified in the tenancy agreement, meaning, among other things, that the tenant is not permitted to use the rented housing for business activities (including activities as referred to in Article 2.1 and Article 14.3, paragraph c) and is not permitted to use the rented housing other than as housing accommodation for themselves and the members of their household insofar as the rented housing is reasonably suitable for this purpose. The tenant must inform the landlord of the composition of their household and all changes to it. The tenant must also cooperate in an investigation if the landlord has reasons to assume that the tenant is violating the provisions of this Article 1.1.

1.2 The tenant must observe the existing limited rights, qualitative obligations and the requirements imposed or to be imposed by the government, fire brigade and utility companies regarding the use of the rented housing. Utility companies also include other companies involved in the supply, transport and consumption metering of power, water and other utilities. The tenant must also supply carpeting, curtains and furniture for the rented housing at the start of the

tenancy agreement unless it is let out with carpeting, curtains and/or furniture at the start of the tenancy agreement. The tenant must keep the rented housing adequately supplied with carpeting, curtains and furniture.
1.3 The tenant must comply with oral or written instructions issued by or on behalf of the landlord in the interest of the proper use of the rented housing and of the spaces, installations and facilities of the building or complex of buildings of which the rented housing forms part.
1.4 The tenant has the right and obligation to use the common facilities and services that are or will be available in the interest of the proper operation of the building or the complex of buildings of which the rented housing forms part.
1.5 The tenant is not permitted to use the storage areas, garages, etc. pertaining to the rented housing as living space or storage other than for their own non-business use, as a workshop or as a sales area or otherwise conduct sales or arrange for sales to be conducted in or near these spaces.
1.6 Insofar as the tenant requires a housing permit and/or other permits, exemptions and/or consents under public law, which the tenant may apply for and are needed to use the rented housing and/or to exercise their powers under the tenancy agreement, the general provisions and/or on the basis of the landlord's consent, the tenant will be responsible for obtaining and maintaining them and must pay the related costs.

Subletting

2.1 Without the landlord's prior, written consent, the tenant may not rent out, sublet or grant the use of all or part of the rented housing to third parties, including renting out rooms, providing board and lodging, granting temporary or other use (such as through Airbnb or comparable organisations), or waive rent. Consent granted by or on behalf of the landlord is on a case-by-case basis and does not apply to other or subsequent cases.
2.2 If the landlord has reasons to assume that the tenant has granted the use or has sublet all or part of the rented housing without the landlord's consent as referred to in Article 2.1, the tenant must cooperate in any landlord's investigation in this regard. The tenant must provide the personal details of the user(s) or subtenant(s) on request.

Condition of the rented housing at the start of the tenancy agreement

3.1 The general, structural and technical condition of the rented housing that the tenant accepts at the start of the tenancy agreement will be recorded between the tenant and the landlord in a delivery report to be appended to the tenancy agreement and signed by or on behalf of the parties. The date of preparing and signing the delivery report may differ from the date of signing the tenancy agreement itself. The delivery report forms part of the tenancy agreement.
3.2 Any defects at the start of the tenancy agreement must be specified in the delivery report. The landlord must remedy such defects within a reasonable period. If the landlord fails to do so, it will not be in default until the tenant has given it a notice of default.

Alterations and additions by the tenant

4.1 The tenant is not permitted to make or arrange for alterations or additions in or to the inside of the rented housing, its layout and/or appearance without the landlord's prior, written consent. The foregoing does not apply to alterations or additions that can be reversed at the end of the tenancy agreement without incurring significant costs.
4.2 The tenant is not permitted to make or arrange for alterations or additions in or to the outside of the rented housing, including the land on which it is constructed, the balcony, the common areas and the garden (unless for landscaping of an ornamental garden) without the landlord's prior, written consent.
4.3 The tenant must reverse alterations or additions at the end of the tenancy agreement unless they have received the landlord's written consent for them to remain.
4.4 Unless the parties agree otherwise in writing, the landlord will not consent to interior alterations and additions that the tenant wishes to make if:
- they adversely affect the letting potential of the rented housing;
- they result in a decrease in the value of the rented housing;
- they are not necessary for the efficient use of the rented housing;
- they do not increase the enjoyment of the rented housing;
- they demonstrably affect the energy efficiency of the rented housing such as the energy performance or the energy index; and/or
- the landlord has other serious objections to these alterations and additions being made.

4.5 For the purpose of Article 4.4, the landlord will always have serious objections if the alterations or additions:
- fail to comply with government and/or utility company regulations that apply in this regard or if any permits, exemptions and/or consents required for this purpose have not been obtained;
- are of inadequate technical quality;
- adversely affect the letting potential of the adjacent homes;
- complicate proper housing management;

- cause or could cause nuisance and/or inconvenience to third parties;
- mean that the residence can no longer be allocated to house seekers from the landlord's target group for the rented housing;
- reasonably are or could be detrimental to the rented housing or the building of which the rented housing forms part; change the nature of the rented housing;
- are contrary to the deed(s) of division or internal regulation(s) pertaining to the rented housing, or to the conditions under which the owner of the rented housing acquired ownership of it.

4.6 The landlord may attach regulations for the tenant to its consent, in particular with respect to the materials to be used and their quality, the constructions to be applied and the procedures to be followed, specifically with a view to the possibility of and consequences for future maintenance, safety and sustainability. The landlord may also attach regulations to consent to be granted with respect to fire, storm and third-party insurance, relating to taxes and levies and with respect to liability.

4.7 The landlord must specify in its consent whether the alterations must or must not be reversed at the end of the tenancy agreement. The only instance in which the alterations or additions need not be reversed is if the landlord agrees in writing, at the joint written request of the existing and incoming tenants, to retain the alterations or additions made or taken over by the existing tenant because the incoming tenant will take them over and has agreed to reverse the alterations or additions at the end of their tenancy agreement.

4.8 When making the alterations or additions, the tenant must ensure that all requirements imposed or to be imposed by the government in this regard are met, and that all permits, consents and/or exemptions required for this purpose (such as those granted by the municipality and the fire brigade) are obtained. The costs of the alterations or additions are always the tenant's responsibility.

4.9 The tenant must maintain and repair the alterations and additions they have made or taken over. If the tenant has taken over items, alterations or additions from the previous tenant, this can never lead to the liability of the landlord. The tenant indemnifies the landlord against third-party claims relating to damage caused by alterations and additions made or taken over by the tenant.

4.10 The tenant may not wallpaper walls and ceilings in the rented housing that have not been wallpapered. The tenant must not affix stickers to paintwork or glue floor coverings directly to the floor screed or stairs. The tenant must remove any finishes applied to the walls, such as stucco, textured paint, roughcast, plaster or similar, at the end of their tenancy agreement, unless the incoming tenant has notified the landlord in writing that they will take over the finishes on the tenant's walls and will ensure their removal at the end of their subsequent tenancy agreement.

4.11 Consent granted by the landlord is on a case-by-case basis and does not apply to other or subsequent cases.

4.12 The landlord is not bound by the tenant's recommendation of a subsequent tenant for the rented housing, including if the recommended tenant wishes to take over items of property belonging to the tenant or facilities fitted or alterations made in/to the rented housing from the tenant.

4.13 All alterations that the tenant makes contrary to the landlord's conditions must be reversed immediately on notice from the landlord.

4.14 If items that the tenant has installed in the rented housing, or the building or complex of buildings of which the rented housing forms part, need to be removed temporarily because of maintenance and repairs, the costs of removal, any storage and reinstallation will be at the tenant's expense and risk, regardless of whether the landlord had consented to their installation.

Alterations or facilities provided by the landlord

5.1 If and insofar as the government imposes mandatory regulations on the landlord regarding alterations, modifications or improvements to the rented housing separately and/or to the building or complex of buildings of which the rented housing forms part, the tenant confirms that they will allow these alterations to be made in, on, at or near the rented housing.

5.2 If the rented housing forms part of a complex of multiple residences and the landlord wishes to alter, modify or improve the complex or a section of it of which the rented housing forms part, even though the government has not prescribed those works as mandatory and they are not otherwise urgent within the meaning of Section 7:220, paragraph 1 of the Dutch Civil Code, the tenant must allow this to be done provided:

a. at least 70% of the tenants within the complex or a section of it of which the rented housing forms part, have agreed to the proposed alteration, modification or improvement; and

b. the proposed alteration, modification or improvement can only be made per complex or per relevant section for technical, organisational, social and/or financial reasons; and

c. the landlord has informed the tenant in due time of the proposed alteration, modification or improvement and has discussed it with the tenant or the tenants' organisation.
5.3 If the landlord is entitled or obliged under Article 5.1 or 5.2 to make certain changes or renovations in or to the rented housing, the landlord may also make a rent adjustment proposal to the tenant on the basis of Section 7:252 and/or Section 7:255 of the Dutch Civil Code.
5.4 The landlord may not make a rent adjustment proposal to the tenant in connection with changes or renovations to resolve overdue maintenance and bring it up to the maintenance level in keeping with the original rent.
5.5 The provisions of Article 11.5 apply in case of alterations, modifications or improvements as referred to in Articles 5.1 and 5.2.
5.6 The landlord need not implement a proposed alteration, modification or improvement to which the tenant has agreed.
5.7 Notwithstanding the provisions of Article 5.1 to 5.6 inclusive, the tenant must, if requested by the landlord, consult with the landlord concerning alterations, modifications or improvements that relate to making the rented housing, or the building or complex of buildings of which the rented housing forms part, more sustainable. The tenant undertakes not to refuse to give their consent for this purpose on unreasonable grounds.

Lift

6.1 If the building of which the rented housing forms part has a lift, the tenant, their household members and visitors must strictly comply with all regulations, issued or to be issued by or on behalf of the landlord, the lift installer or the government.

Central heating and hot water boiler

7.1 If the rented housing has its own individually controlled central heating system or hot water boiler, the tenant must take care of it 'as befits a good tenant'.
7.2 Without exception, the tenant will bear all costs for repairing any damage caused by negligence, improper use or unskilled maintenance of the systems and associated fittings referred to in Article 7.1, whether by the tenant or by any person engaged by the tenant.
7.3 In case of frost, the tenant must take all measures available to them to prevent the central heating system, hot water boiler and water pipes from freezing. If the tenant is absent during the heating season, they must not turn off the radiators of the central heating system, due to the risk of the aforementioned systems freezing.

Common or central aerial system

8.1 If the rented housing is, becomes or can be connected to an existing common or central system for internet access and/or the reception of television and radio programmes, the tenant may not install or retain their own system or aerials, or to make any changes to the existing system.
8.2 Only the connection point(s) installed in the rented housing for the common or central aerial system or internet provision may be used to connect equipment. The tenant must use suitable connection cables for these connection(s), which they are responsible for purchasing at their own expense. The tenant is liable for any damage to the system caused by the use of faulty receivers or defective connection cables.

Garden, land, boundary partitions, structures

9.1 If the property includes a garden or land, the tenant is required to design, use, maintain and preserve the garden as an ornamental garden, and may not use the land or garden for storing items of any kind, or for parking one or more cars, caravans, boats, etc. The tenant must maintain and regularly prune the trees and shrubs, including those present at the start of the tenancy. Trees or shrubs causing nuisance must be removed at the tenant's expense. If a felling permit is required, the tenant must apply for one at their own expense and with the landlord's knowledge. Damage caused by trees, shrubs or other plants is at the tenant's expense.
9.2 The tenant is not permitted to place, change or remove boundary partitions, sheds, wooden and other structures without the landlord's consent.
9.3 The provisions of Articles 4.1 to 4.14 inclusive apply by analogy.

Awnings and solar panels

10.1 The tenant is not permitted to install external awnings and solar panels unless they have obtained the landlord's prior consent, including concerning the construction, colour and method of mounting.
10.2 The provisions of Articles 4.1 to 4.14 inclusive apply by analogy.

Maintenance

11.1 Under the law (Section 7:217 in conjunction with Section 7:240 of the Dutch Civil Code) and this tenancy agreement, the tenant must perform minor repairs in, on or to the rented housing. This includes the repairs listed in the Minor Repairs (Tenant's Liability) Decree. The landlord must fix other defects if the tenant requests it, unless this is

impossible or would require expenditure that cannot reasonably be expected of the landlord in the given circumstances. For this purpose, the parties must, in a timely and proper manner and each at their own expense, implement or arrange for any facilities, including renovations, required by law, any statutory rule or the agreed conditions.
11.2 The provisions of Article 11.1 do not affect the tenant's obligation to maintain, repair and renovate facilities installed by or on behalf of the tenant themselves, as referred to in Article 4.
11.3 The minor repairs at the tenant's expense will be performed by or on behalf of the landlord if this maintenance is included in the services to be provided by or on behalf of the landlord relating to the occupancy of the rented housing for which service charges are calculated as referred to in Article 7 of the tenancy agreement.
11.4 The above provisions do not affect the obligation of either party to implement at their own expense those facilities that are necessary as a result of intent, fault, negligence or improper use by themselves or by persons for whom they are liable.
11.5 If the landlord deems it necessary to perform or arrange for maintenance, repairs, renovations or other works in the rented housing, the building or complex of buildings of which the rented housing forms part or adjacent premises, or if such works are required due to requirements or measures from authorities or utility companies, the tenant must allow the necessary persons for that work to enter the rented housing and tolerate such work and any customary inconvenience, without being entitled to claim compensation, reduction of the rent or termination of the tenancy agreement for that purpose. The landlord must consult with the tenant in due time concerning the scheduling of the work.
11.6 If either party fails to perform or arrange for maintenance, repairs or renovations at their own expense, or if such work is performed in an improper or substandard manner, the other party may perform or arrange for such works to be performed at the expense and risk of the defaulting party, after having issued a written notice of default granting a reasonable period for performance. If the work to be performed at the tenant's expense cannot be postponed, the landlord may perform or arrange for it to be performed immediately at the tenant's expense.

Access and control

12.1 The landlord may verify whether the tenant is complying with the tenancy agreement and the general provisions. This primarily, but not exclusively, concerns the obligations in Articles 1.2 and 1.3 of the tenancy agreement and Articles 1, 2, 4.1, 4.2 and 14.3 of the general provisions. The landlord and any persons designated by the landlord have the right to enter and inspect the rented housing periodically, at a time to be agreed with the tenant. The tenant must cooperate in this regard by indicating, immediately on the landlord's request, a time within a reasonable period of the request when the landlord may access and inspect the rented housing, and by granting access to the rented housing and allowing the inspection at the stated time.
12.2 The landlord and any persons designated by the landlord may enter the rented housing, after consultation with the tenant and on working days between 8 a.m. and 5:30 p.m., to inspect the condition of the premises for the purpose of the works mentioned in Articles 5 and 11 and for valuations. In emergencies, the landlord may enter the rented housing without prior consultation and/or outside of the stated hours.
12.3 Both in the event of the intended letting, sale or auction of the rented housing, or of all or part of the building or complex of buildings of which the rented housing forms part, and during the final three months of the tenancy agreement, the tenant must, following prior notice from or on behalf of the landlord, allow viewings of the rented housing from 10 a.m. to 12 p.m. and from 2 p.m. to 4 p.m. on working days, as well as on auction days. The tenant must also tolerate the placement of standard 'to let' or 'for sale' signs or posters on or near the rented housing (or the building or complex of buildings).

Damage and liability

13.1 If any damage occurs or threatens to occur in, on or to the rented housing, including damage or potential damage to pipes, cables, conduits, drains, sewers, installations and equipment, the tenant must immediately notify the landlord of this in writing.
13.2 If there is an immediate risk of damage or if existing damage threatens to spread, the tenant must report this to the landlord without delay and take appropriate measures immediately in order to prevent and limit damage or further damage in or to the rented housing. This applies especially in the case of, or risk of, damage caused by weather conditions. 13.3 If the rented housing forms part of a collective building or a complex of residences, the provisions of Articles 13.1 and 13.2 also apply to the entire building or complex, particularly to common areas and the adjacent premises. Direct action by the tenant is only required where it may reasonably be expected of them.
13.4 The landlord is not liable for any damage or loss of enjoyment of the rented housing suffered by the tenant and/or their household members, or for damage to belongings of the tenant and/or their household members, resulting from visible or hidden defects in the housing, unless the damage or loss of enjoyment is attributable to the landlord or results

from a defect that existed at the start of the tenancy agreement and which the landlord knew about or ought to have known about at the time.
13.5 The landlord is not liable for damage caused to the person and/or property of the tenant or their household members by vandalism, storms, frost, lightning, heavy snowfall, flooding, rising or falling groundwater levels, natural disasters, nuclear reactions, armed conflict, civil war, insurrections, riots, acts of war or other contingencies.
13.6 The tenant is liable for any damage to the rented housing resulting from a failure attributable to them in fulfilling any obligation under the tenancy agreement. All damage, except fire damage, is presumed to have arisen in this way. For the purpose of this paragraph, 'tenant' also includes the tenant's household members and third parties present in the rented housing.
13.7 The tenant must take out and maintain adequate home contents insurance under standard conditions and, immediately on the landlord's request, glass insurance. The tenant must first seek compensation from their insurer for any damage falling under the scope and cover of their insurance.
13.8 The tenant must ensure that both the work and costs involved in repairing defects under Section 7:206, paragraph 3 of the Dutch Civil Code and taking measures referred to in Article 13.2 are reasonable.

Protection of living environment

14.1 If the rented housing forms part of a building or complex that includes areas and grounds to which the tenant does not have exclusive rights of use, the tenant must help ensure that these areas and grounds are not polluted, that no movable property is placed in, on or near them, and that they are not used for purposes other than those clearly intended under the tenancy agreement or by the landlord's instructions. In particular, the tenant must not access – or permit access to – the roof, lift machinery rooms, fire escape ladders, the central heating system room or the pressure tank room. The tenant is also not permitted to place vehicles, prams, bicycles or other items anywhere other than in the designated areas, or to beat or hang out bedding, laundry, etc., on the exterior of the building, except within the balcony area.
14.2 The tenant is not permitted, without the landlord's prior written consent:
a. to place or arrange for any form of advertising to be placed on the rented housing, whether for themselves or for third parties;
b. to connect or arrange for a mechanical extractor or other equipment to be connected to a ventilation duct;
c. to adapt or use any smoke flues in the rented housing for the purpose of an open fireplace or what is known as a multifuel stove, unless such use relates to an open hearth that is an integrated part of the rented housing.
The provisions of Articles 4.1 to 4.14 inclusive apply by analogy.
14.3 The tenant is not permitted:
a. to keep pets or other animals that cause nuisance in or near the rented housing;
b. to discharge combustion gases other than through the existing smoke flues or to use the ventilation ducts for this purpose;
c. inside the rented housing, the common areas and/or parts of it, or in the immediate vicinity of the rented housing:
– to grow or trade cannabis or arrange for this to be done, to set up the rented housing as a cannabis farm, drying room or processing space or to carry out other activities that are punishable under the Opium Act;
– to possess cannabis or similar substances in the rented housing, common areas and/or vicinity of the rented housing or to store or hold these substances for others;
– to trade in, produce or use qat, soft drugs, hard drugs or other illegal substances in groups, or allow their presence or use in the rented housing, common areas and/or vicinity of the rented housing;
– to commit other criminal offences that could adversely affect the living environment or the rented housing, common areas and/or immediate vicinity of the rented housing.
The tenant acknowledges that any breach of the above prohibitions may result in damage to the rented housing and cause risks and nuisance – such as pollution, vandalism or attracting criminal activity – to the vicinity. Breaching these prohibitions is considered so serious that it justifies termination of the tenancy agreement in the shortest possible term.
14.4 The tenant must not cause any nuisance or inconvenience while using the building or complex of buildings of which the rented housing forms part. The tenant must ensure that no nuisance or disturbance is caused by any third parties or animals they have brought into the rented housing.
14.5 Articles 14.1 to 14.4 aim to promote a good living environment among the users of the building or complex of buildings of which the rented housing forms part.
14.6 The tenant must behave, use and maintain the rented housing as befits a good tenant.
14.7 The tenant must cooperate in any investigation by the landlord in response to complaints about nuisance or inconvenience by the users of the complex of which the rented housing forms part or other local residents.

Environment

15.1 The tenant must adhere strictly to the guidelines, regulations or instructions issued by the government or other competent agencies regarding the disposal of waste materials, separately or otherwise. If the tenant fails to comply or fails to fully comply with this obligation, they will be liable for any resulting financial, criminal and other possible consequences.

15.2 The tenant is not permitted:

a. to have environmental hazardous materials, including noxious, flammable or explosive materials in, on, at or in the immediate vicinity of the rented housing;

b. to use the rented housing in such a way that it causes soil or other environmental pollution.

Rent adjustment

16.1 If the rented housing is self-contained housing accommodation in the high segment or if the rented housing is selfcontained housing accommodation in the middle segment and it follows from Article 5.2 that the rent is adjusted on the basis of the Consumer Price Index (CPI):

- the annual rent adjustment will be made under Article 5.3 of the tenancy agreement on the basis of the change to the monthly price index figure in accordance with the consumer price index (CPI), all households series (2015=100) published by Statistics Netherlands (CBS);
- the rent adjusted under Article 5.3 of the tenancy agreement will be calculated as follows: the adjusted rent is equal to the applicable rent on the date of the adjustment, multiplied by the index figure of the fourth calendar month before that in which the rent is adjusted, divided by the index figure of the sixteenth calendar month before that in which the rent is adjusted;
- if the CBS ceases publication of the aforementioned price index figure or changes the basis of its calculation, an index figure that is as comparable as possible will be applied;
- the parties must consult to agree on a reduction of the two-month period specified in Article 5.5 of the tenancy agreement if the CBS no longer publishes the price index figure on a monthly basis.

Costs of mains services with an individual meter and service charges

17.1 In addition to the rent, the costs of the supply, transport, metering and consumption of gas, water and electricity for the rented housing, including the costs of entering into the relevant agreements and renting meters and any costs and fines that are charged by the utility companies are payable by the tenant.

17.2 The tenant must enter into supply contracts with the relevant bodies at their own expense and risk unless the rented housing does not have separate connections and/or the parties have agreed that the landlord will arrange for the supply of gas, water and electricity.

17.3 If the parties have agreed that the landlord will arrange for the supply of gas, water and electricity for the rented housing and an individual meter is located in the residential area of the rented housing, the landlord will determine the amount payable by the tenant for that purpose based on the actual costs according to the meter readings. The landlord will determine the amount owning by the tenant if the residential area of the rented housing does not have an individual meter.

17.4 In addition to the rent, the costs related to the provision of internet, image, sound and other signals, including the costs of entering into the relevant agreements and any costs and fines charged by the providers of these services are payable by the tenant.

17.5 The tenant must enter into the agreements with the providers concerned, as referred to in Article 17.4, at their own expense and risk unless the parties have agreed that the landlord will arrange for the provision of internet, image, sound and other signals. In the latter case, the landlord will determine the amount owed by the tenant in this regard.

17.6 If the parties have agreed that the landlord will also arrange for the supply of any other services related to the occupancy of the rented housing for which service charges are calculated, the landlord will also determine the amount owed by the tenant in this regard.

17.7 Insofar as the rented housing forms part of a building or complex of buildings and the provision of services related to the occupancy of the rented housing for which service charges are calculated also relates to other sections belonging to that building or complex, the landlord will determine the share in the costs of providing those services for which service charges are calculated that is reasonably payable by the tenant. In doing so, the landlord need not consider the fact that the tenant does not make use of one or more of the provided services for which service charges are calculated. If one or more sections of the complex of buildings are not in use, the landlord will ensure, when fixing the tenant's share, that it is not higher than it would have been if the building or complex of buildings had been fully occupied.

17.8 Within six months of the end of each calendar year, the landlord must provide the tenant with a statement that enables the tenant to independently determine their share of the costs referred to in this article.
17.9 After the end of the tenancy, a statement of the costs referred to in this article will be prepared for the period for which such a statement has not yet been provided. This statement must be provided no later than six months after the end of the year to which the costs relate.
17.10 Based on the statement for the relevant period and taking into account advance payments, any amount underpaid by the tenant or overpaid to the landlord must be settled within three months after the statement is provided, either by an additional payment or a refund. Disputing the accuracy of the statement does not suspend the obligation to make payment.
17.11 If requested by the tenant, the landlord must give the tenant the opportunity to inspect the books and other business records underlying the statement referred to in Articles 17.8 and 17.9, or copies of them, after the statement has been provided.
17.12 The landlord may make an interim adjustment to the advance payment owed by the tenant for the supply of electricity, gas and water consumed in the residential part of the rented housing (based on an individual meter located in that part) and for other services provided in relation to the occupancy of the rented housing for which service charges are calculated, based on the costs expected by the landlord in the cases referred to in Section 7:261, paragraphs 1 and 2 of the Dutch Civil Code.
17.13 The tenant is bound by any reduction or increase in the supply of electricity, gas and water provided by the landlord for consumption in the residential part of the rented housing (based on an individual meter located in that part), in the other services provided in relation to the occupancy of the rented housing for which service charges are calculated, and in the resulting adjusted advance payment, provided that adjustment concerns a supply that can only be delivered jointly to a number of tenants and that at least 70% of those tenants have agreed to it. Within eight weeks of the landlord's written notice that agreement has been reached with at least 70% of the tenants, a tenant who has not agreed to the adjustment may request a court decision regarding the reasonableness of the proposal.
17.14 If the consumption of gas, electricity, water or heat is measured by meters and a dispute arises over the tenant's share of the consumption costs due to the non-functioning or incorrect functioning of these meters, a company consulted by the landlord that specialises in measuring and determining the consumption of gas, electricity, water or heat will determine this share. This also applies in case of damage, destruction or fraud involving the meters, without prejudice to any other rights the landlord has against the tenant in such cases, such as the right to have the meters repaired or replaced and the right to compensation for damage suffered.

Termination by notice

18.1 Termination of the tenancy agreement by notice must be effected by bailiff's writ or registered letter, effective from a day agreed for the payment of rent (usually the first day of a calendar month), and subject to a notice period. Notwithstanding the provisions of Section 7:271, paragraph 6 of the Dutch Civil Code, the notice period for termination by the tenant is equal to the length of a payment period, but not shorter than one month and not longer than three months, and for termination by the landlord, not shorter than three months. If the tenant terminates their tenancy early on the basis of Article 5.6 of the tenancy agreement, the notice period must be at least one month.

End of the tenancy agreement or use

19.1 Unless agreed otherwise in writing, the tenant must deliver the rented housing to the landlord at the end of the tenancy agreement, or at the end of their use of the rented housing, in the condition described in the delivery report drawn up at the start of the tenancy, taking into account any subsequent work carried out by the landlord and allowing for normal wear and ageing.
19.2 If no delivery report was drawn up at the start of the tenancy, the tenant is presumed, unless proven otherwise, to have received the rented housing in the condition it is in at the end of the tenancy agreement.
19.3 The tenant must deliver the rented housing at the end of the tenancy agreement, or at the end of their use of the rented housing, to the landlord empty and vacated, free from use and rights of use, properly cleaned and having handed over all keys, key cards and similar items.
19.4 Unless the landlord has stated or states otherwise in writing, the tenant must, at their own expense, remove all items they have installed in, on or affixed to the rented housing, or taken over from the previous tenant or user. The tenant must also repair any damage caused to the rented housing by removing items, ensure that any walls without wallpaper and ceilings are painted white, and, if the rented property includes a garden, leave the soil clean and in good condition (without holes or pits). Unless agreed otherwise in writing, the landlord need not pay compensation for items that have been installed without its permission and have not been removed.

19.5 When the tenant actually vacates the rented housing, they lose possession of any items they are deemed to have abandoned by leaving them behind. The landlord may, at its discretion and without any liability, remove these items at the tenant's expense, without any obligation to store them. The landlord is free to dispose of these items. The landlord may appropriate these items or remove them at the tenant's risk, entirely at its own discretion. The landlord may also choose to have the items removed, have them destroyed immediately or store them temporarily. If the landlord has arranged for the removal and storage of these items, the tenant may only recover them from the landlord during the period they are stored upon payment in full of all amounts the landlord is entitled to claim from the tenant. The landlord is not liable for damage caused to these items during their removal, transport or storage.
19.6 The provisions of Article 19.5 do not apply to movables transferred by the tenant to the incoming tenant, provided the incoming tenant has notified the landlord of this transfer in writing.
19.7 The parties must jointly inspect the rented housing in due time before the end of the tenancy agreement or the end of its use. The parties must then prepare a report of this inspection, recording the findings about the condition of the rented housing. This report also documents which repairs identified as necessary during the inspection, as well as any outstanding maintenance for which the tenant is responsible, must still be performed by the tenant, including how this work will be performed.
19.8 If the tenant or the landlord, after having been properly invited in writing, fails to cooperate within a reasonable period with the inspection and/or the recording of the findings and arrangements in the report, the party insisting on the recording may conduct the inspection in the absence of the defaulting party and finalise the report as binding on both parties. The party that insists on recording must provide a copy of this report to the defaulting party without delay.
19.9 The tenant must perform or arrange for the work assigned to them under the report to be performed by the deadline specified in the report – or as otherwise agreed between the parties – in a proper manner. If the tenant fails, in whole or in part, to comply with their obligations under the report, the landlord may have the work performed and recover the associated costs from the tenant, with no need for a notice of default to be issued by or on behalf of the landlord for that purpose, and without prejudice to the landlord's right to claim compensation for any further damage and costs.
19.10 For the period required to perform the work, calculated from the end date of the tenancy agreement, the tenant must pay the landlord an amount equal to the most recent rent, the charges for the supply of electricity, gas and water consumed in the residential part of the rented housing (based on an individual meter located in that part) and the charges for other services provided in relation to the occupancy of the rented housing for which service charges are calculated, without prejudice to the landlord's right to claim compensation for any further damage and costs. The tenant cannot derive rights from this provision.

Payments

20.1 The rent and all other amounts owed under this tenancy agreement must be paid by the due date and in euros by means of deposit or transfer into an account to be specified by the landlord.
20.2 The landlord may change the place or manner of payment by means of a written notice to the tenant. The landlord may determine which outstanding claim under the tenancy agreement a payment received from the tenant will be applied to, unless the tenant expressly states otherwise at the time of payment. In the latter case, the provisions of Section 6:50 of the Dutch Civil Code do not apply.

Deposit

21.1 As a guarantee for the proper fulfilment of their obligations under the tenancy agreement, the tenant must pay a deposit in the amount specified in Article 11 of the tenancy agreement into the landlord's designated bank account when they sign the tenancy agreement.
21.2 If a claim has been made against the deposit, the tenant must, immediately on the landlord's request, supplement the deposit by the amount claimed.
21.3 If the landlord has not claimed against all or part of the deposit, it must transfer the deposit within fourteen (14) days of termination of the tenancy agreement into an account number to be specified by the tenant unless one of the cases referred to in Section 7:261b of the Dutch Civil Code applies.

Joint and several liability, co-tenancy, curatorship and administration

22.1 If several persons have entered into the tenancy agreement as tenants, they will be jointly and severally liable towards the landlord for all obligations under the tenancy agreement. Postponement of payment or debt forgiveness granted by the landlord to one of the tenants or an offer to that effect concerns only that tenant.
22.2 The tenant's heirs and other successors in title will also be jointly and severally liable for the obligations under the tenancy agreement.

22.3 Any person who has entered into and signed the tenancy agreement together with one or more others without statutory cotenancy does not lose their tenancy by leaving the rented housing definitively. In such cases, they will remain jointly and severally liable for the obligations under the tenancy agreement. A contractual co-tenant (joint tenant) can end the tenancy agreement only by giving notice of termination together with the other tenant(s).
22.4 When entering into the tenancy agreement, the tenant must inform the landlord whether they are married or have entered into a registered partnership. The tenant must provide their partner's personal data to the landlord. If the tenant marries or enters into a registered partnership after entering into the tenancy agreement, they must inform the landlord in writing without delay and provide their partner's personal data.
22.5 When entering into the tenancy agreement, the tenant must inform the landlord whether they are under curatorship or administration. The tenant must provide their curator's or administrator's personal data to the landlord. If the tenant is placed under curatorship or administration after entering into the tenancy agreement, they must inform the landlord in writing without delay and provide their curator's or administrator's personal data.

Late availability

23.1 The landlord must make the rented housing available to the tenant on the tenancy start date referred to in Article 3.1 of the tenancy agreement.
23.2 If the rented housing is not available on the intended start date because it is not ready in time, because the previous tenant has not vacated the property in breach of the agreed arrangements, or because the landlord has not yet obtained the required permits from the authorities, the tenant will not owe rent, charges for the supply of electricity, gas and water consumed in the residential part of the rented housing (based on an individual meter located in that part) and the other services provided in relation to the occupancy of the rented housing for which service charges are calculated, or an energy performance fee until the date the property is made available. The tenant's other obligations and the agreed periods will also be extended accordingly.
23.3 The landlord is not liable for any damage suffered by the tenant as a result of the delay, unless the delay is an attributable failure by the landlord. An attributable failure also includes a situation in which the landlord fails to make efforts to make the rented housing available to the tenant as soon as possible.
23.4 If the landlord is unable to make the rented housing available within ten working days of the proposed start date, the tenant may terminate the tenancy agreement extrajudicially.

Apartment rights

24.1 If the building or the complex of buildings of which the rented housing forms part has been or is divided into apartment rights, the tenant must comply with the rules under the deed of division, the articles of association or regulations regarding use and sign a declaration of use immediately on request. The same applies if the building or complex of buildings is or becomes part of a co-operative.
24.2 Insofar as the landlord is able to do so, it will not cooperate in creating regulations that conflict with the tenancy agreement.
24.3 The landlord must ensure that the tenant is given the regulations regarding use referred to in Article 24.1.

Default

25.1 The tenant will be in default by the mere expiry of a specific deadline.

Personal data

26.1 Personal data of the tenant and, if applicable, their spouse, registered partner, other family members and/or curator or administrator, are processed by the landlord, any manager and/or their group companies for the following purposes: the performance of the tenancy agreement, the planning and performance of maintenance, conducting viewings and handovers, making payments and collecting receivables – including the involvement of third parties for that purpose – handling disputes, queries or investigations, including legal proceedings, conducting inspections, applying for and granting housing allowances, internal administrative activities, as well as implementing or enforcing legislation, such as the Municipal Debt Counselling Act, or exercising statutory powers, such as the authority to report criminal offences. For these purposes, personal data may, where necessary, be shared by the landlord and/or manager with third parties such as the bank for payment purposes; maintenance companies carrying out planned maintenance or maintenance in response to a complaint (to which the name and contact details – such as telephone number, email address and information about the complaint – may be provided); prospective tenants for viewings and handovers (who may receive the name, telephone number and email address in order to schedule an appointment); debt collection agencies, bailiffs, lawyers and judicial authorities in the event of payment arrears or a dispute; tax authorities and other competent authorities, such as the municipality, in the context of the Municipal Debt Counselling Act; and the police in the event of a criminal report, as well as service providers such as IT suppliers, accountants, auditors and lawyers.

26.2 The data subjects may request the landlord and/or the manager to allow them access to their personal data and/or request them to rectify, supplement, remove or shield their personal data. The landlord must decide with due regard to the legislative and regulatory provisions applicable to such a request. The data subjects may also submit a complaint to the Dutch Data Protection Authority in connection with the processing of personal data. The tenant must inform any spouse/registered partner and/or curator/administrator about the contents of this article.

Address for service

27.1 As from the start date of the tenancy, all notices by the landlord to the tenant relating to the performance of the tenancy agreement will be sent to the address of the rented housing.

27.2 If the tenant ceases to use the rented housing, they undertake to inform the landlord in writing immediately and provide a new address for service.

27.3 The address of the rented housing applies as the tenant's address for service if they leave the rented housing without providing a new address for service to the landlord.

Requests

28. Except in cases where this is provided by the landlord on its own initiative, the tenant may only rely on consent, approval, a statement or communication from the landlord if the tenant has made a written request to that effect and the landlord has responded positively to it in writing. Conditions may be attached to the landlord's consent, approval or statement.

Complaints

29. The tenant must submit complaints and requirements in writing. This may be done verbally in urgent cases after which the tenant must confirm the complaint in writing as soon as possible.

Consequences of voidness or voidability

30. If a part of the tenancy agreement or of the general provisions is void or voidable, this will not affect the validity of the other provisions. Instead of the voided or void part, the parties will be deemed to have agreed to that which most closely and lawfully approximates what they would have agreed to had they known of the voidness or voidability.

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