

Appendix A

General terms and conditions of lease Live & Be | B.V. dated 18 February 2021

In these general terms and conditions, the following definitions apply:

- **Lessor: Live & Be | B.V.**, incorporated under the laws of the Netherlands, having its corporate seat in Amsterdam, the Netherlands and its registered address at Coenhavenweg 12, 1013 BL Amsterdam, the Netherlands, registered with the trade register of the Chamber of Commerce (Kamer van Koophandel) with registration number 73642975;
- **Tenant:** any person or persons (couple) who has a signed rental agreement with Lessor, regarding an apartment located at Kloosterraderstraat 25, 6461 CA in Kerkrade.

1. General

- 1.1. These General Terms & Conditions comprise an inextricable component of the rental agreement, upon which they are declared applicable. If the terms & conditions of the rental agreement deviate from the general terms & conditions, the provisions of the rental agreement prevail.
- 1.2. If part of the rental agreement or these general terms & conditions are found to be null and void, this in turn does not prejudice the validity of the remaining clauses. In such case, as already agreed, instead of the null or void section, that which then comes closest to that which the parties would have agreed if they had been cognizant of the null or void section, applies.

2. Handover and acceptance of the apartment

- 2.1. If changes have been made to the apartment by the previous Tenant, Lessor is entitled to remove these changes prior to the commencement of the rental agreement, in order to deliver the apartment in a "clean" state.
- 2.2. The Lessor is authorized to remove items that Tenant has left behind in the apartment, without the Lessor being obliged to retain them. Removal costs are at the expense of the Tenant.
- 2.3. Unless otherwise agreed, the handover issues will in such a case be deemed as changes brought about by the Tenant upon commencement of the rental agreement. Regarding these changes, no compensation will therefore be requested by the Lessor, via the rental price or otherwise.
- 2.4. Prior to, or upon commencement of, the rental agreement the Lessor or the Lessor and the Tenant together, will formulate a description of the apartment, the **Inspection Report**. The Tenant is obliged to be present at the description of the apartment, register any meter readings and to sign the document. If the Tenant is not present at the description of the apartment, the Tenant will be deemed to have agreed with the description. This description will determine the following:
 - The condition of the apartment and facilities;
 - Existing shortcomings such as damage etc.;
 - The period in which the Lessor will repair the aforementioned shortcomings.
- 2.5. Similarly, a description of the apartment will be formulated jointly by the Lessor and Tenant two (2) weeks before the end of the rental agreement, the so-called **move-out report**. If it transpires that the condition of the apartment at that moment in time does not concur with the condition agreed-upon at the commencement of the rental agreement, i.e. that damages and/or changes have occurred, the Lessor formulate a separate estimate in order to ascertain the amount of damage owed. Hereafter, the Tenant has the right to repair damage that might occur to restore the to the same state as upon arrival. On the day of the handover, a final inspection will take place after which all damage and the costs to repair them will be documented.
- 2.6. The Tenant is obliged to be present at both the pre-inspection and the final inspection and to sign. If the Tenant fails to leave the apartment in a correct condition, any damage charged to the tenant.



- 2.7. The Tenant declares to have received the description and that the leased apartment is in a good state of repair at the commencement of the rental agreement.

3. Service costs

- 3.1. The Lessor can:

- Increase/change an applicable monthly advance payment, subject to notification;
- Change the advance on service charges based on the last service charge settlement
- Change/extend the service cost package scope (range of provisions and services).

Changes can be made at the earliest upon commencement of the first month following the month in which the overview was provided.

- 3.2. Lessor will check all areas on fire safety, twice a year. This will be done after prior notice and after consultation with Tenant. The meters will also be checked twice a year to see if they operate well.
- 3.3. It is known to the Tenant that the Lessor can conclude long-term supply contracts for Energy, Internet, cleaning etc., in order to obtain the best possible price. The Tenant is aware that due to contractual obligations, it is not possible to switch from supplier.

4. Rental price

- 4.1. The Tenant must pay the rent for the apartment in its entirety, via an advance payment, before the twenty-fifth (25th) of the former month to which the rent relates, in such a way as indicated in the rental agreement. The given date applies as a statutory limit. If therefore the aforementioned obligation isn't met, the Tenant will be in default as of this date and will rightfully be charged interest.
- 4.2. Upon payment of the rental price, the Tenant will not call upon any settlement or actually proceed to settlement, except in the instance as outlined in Article 7:206 clause 3 of the Dutch Civil Code ("DCC"), on the understanding that the Tenant can only appeal this once he/she/they has/have notified the Lessor of their settlement in writing, by registered letter.
- 4.3. Any demands sent by post, e-mail, fax or SMS will incur an administrative charge of fifteen Euros (€ 15,00) each time and will be collected around the 15th of the following month.
- 4.4. A payment made by the Tenant must cover the oldest payable claim made by the Lessor.
- 4.5. Rental payments via international bank accounts will incur a 15 Euros (€ 15,00) overhead charge each time. This contract is expressed in Dutch currency.
- 4.6. Rental payments made by credit card will incur a 3.5% overhead charge each time.

5. Use

- 5.1. For the duration of the rental agreement the Tenant will personally use the living space as his/her principal accommodation. The Tenant will use the apartment and communal areas, in accordance with their purpose and will not change said purpose. Communal areas are understood to mean areas such as stairwells, lifts, storerooms, walkways, washing area.
- 5.2. Use of (part of) the apartment or potential communal areas, for business activities is regarded as a breach of the aforementioned stipulation and as a serious failure in the fulfilment of this rental agreement.
- 5.3. In the event of a fire or other emergencies, the Tenant must follow the instructions as provided by the authorized authorities. All fire alarms and resources provided, or installed, by the Lessor must always remain installed or located at an accessible place.

6. Prohibition of use

- 6.1. No objects may be affixed against or onto the apartment or common areas, nor is it permitted to position or attach any form of advertising, be it signs, posts, wires, pipes, appliances, (disc) antennas etc. onto or against the apartment or common areas, neither by the Tenant him/herself nor is it tolerated that third parties should do so.
- 6.2. The Tenant may not undertake any reparations or other activities to pipes, installations, or meter cabinets, without prior consulting the Lessor.
- 6.3. Laying floor coverings such as tiles or parquet, laminate, wood or cork flooring and the like is not permitted insofar as this may damage the existing floor covering, which is included in the rent of the apartment.

7. Data protection and privacy



- 7.1. Tenant accepts that Lessor and affiliated companies will retain, digitally store and use his/her personal data for service provision purposes. This data will not be used for marketing or sales purposes, nor be made available to third parties.
- 7.2. Tenant accepts that there are security cameras placed in and around the building and common areas, for the safety of Tenants and their visitors. Tenant accepts that he/she and his/her visitors will be filmed, digitally stored for a certain amount of days and viewed again in case of complaints or suspicious circumstances, such as but not limited to: theft, intrusion, trespassing, any undesired behavior.

8. Disputes

- 8.1. In case Lessor has to make judicial and/or extrajudicial measures, due to the fact that Tenant defaults in his/her compliance with any obligation imposed on him/her by the rental agreement or legislation, any costs arising thereof are at the expense of the Tenant.

9. Termination by cancellation

- 9.1. Termination of the rental agreement by cancellation must take place by registered mail or bailiff's writ and against a day agreed for rent payment (usually the first day of a calendar month) and subject to a notice period. The term of notice is for termination by Tenant equal to the duration of the payment period, but no less than one month and no longer than three months. The term of notice is for termination by Lessor no less than three months and subject to article 7:271 sub 5 DCC.
- 9.2. A rental agreement for a limited time, which is shorter than or equal to two (2) years (in the case of independent housing) and five years (in the case of dependent living space) does not end by cancellation but by notice which must take place by registered mail, which mentions that the rental agreement ends on the date mentioned in the rental agreement. This notice must be made by the Lessor no later than one month before the end of the rental agreement and not earlier than three months before the end of the rental agreement.

