
GENERAL TERMS AND CONDITIONS BRIDGEGAP

1. Definitions

1.1 In these general terms and conditions (**General Terms and Conditions**) the following terms have the meanings referred to:

Agreement: any engagement agreement which is formed between the Client and Bridgegap, any change or supplement thereto, as well as all (legal) activities for the preparation and execution of said Agreement.

Bridgegap: Bridgegap Investment Properties B.V. and/or Bridgegap Leasing and Occupier Services B.V., having their registered office and principal place of business in Rotterdam, listed in the Commercial Register under number 80846033 respectively 80845509.

Client: any natural person or legal entity which enters into an Agreement with Bridgegap, or negotiates about the formation thereof.

Fee: the fee to which the Bridgegap is entitled in connection with the Agreement.

2. Applicability

2.1 These General Terms and Conditions are applicable to all verbal and written agreements, assignments, quotations, offers and legal relationships, as well as all legal activities related thereto which are entered into with, issued by, or provided to Bridgegap, or one of its employees who is authorised and who performs the work on behalf of Bridgegap. These General Terms and Conditions are part of all agreements between Bridgegap and the Client.

2.2 The Client accepts the applicability of these General Terms and Conditions to all new and/or additional agreements between Bridgegap and the Client, as well as to all related legal activities, even if these General Terms and Conditions are not again made available to the Client.

2.3 Any general terms and conditions, specific (purchase) conditions and stipulations of the Client do not apply and are explicitly rejected by Bridgegap.

2.4 Deviations from these General Terms and Conditions are only valid if they have been confirmed in writing by Bridgegap. Insofar as said deviations have not taken place, the provisions of these General Terms and Conditions will continue to apply in full.

2.5 These General Terms and Conditions are available via the website of Bridgegap and have been drawn up in Dutch and English. In the event of differences in (the interpretation of) the text, the Dutch text will take precedence.

3. Agreement

- 3.1 An Agreement is formed at the moment at which Bridgegap has confirmed the content of the Agreement in writing to the Client, or Bridgegap has started his activities under the Agreement.
- 3.2 Changes to the Agreement will only be possible on the basis of a written confirmation by Bridgegap.
- 3.3 To the exclusion of Article 7:404 of the Dutch Civil Code and Article 407, paragraph 2 of the Dutch Civil Code, all assignments issued under the Agreement will be exclusively accepted and executed by Bridgegap, even if the Agreement has been entered into (or the assignment has been granted) with a certain person in mind.

4. Information and confidentiality

- 4.1 The Client is obliged to make available on time and in the desired form all information and documents which Bridgegap considers that it needs for the correct execution of the Agreement.
- 4.2 The Client guarantees the accuracy, completeness and reliability of the information and documents made available to Bridgegap, even if these have come from third parties.
- 4.3 The Client must ensure that Bridgegap is immediately informed about facts and circumstances which may be important in connection with the correct execution of the Agreement.
- 4.4 The Client indemnifies Bridgegap against third-party claims due to damage caused due to the Client having issued Bridgegap with incorrect or incomplete information, unless the Client demonstrates that the damage is not related to culpable actions or omissions on its part, or was caused by intent or gross negligence by Bridgegap.
- 4.5 Unless it has a legal or professional obligation to publish, Bridgegap is obliged to observe confidentiality vis-à-vis third parties. The above does not apply to information which is required in order to form an agreement, as well as to information with regard to which the Client has indicated that it can be issued to third parties.

5. Term and termination of the Agreement

- 5.1 An Agreement is entered into for an indefinite period, unless agreed otherwise.
- 5.2 An Agreement for an indefinite period of time ends by cancellation. Either party can terminate an Agreement by cancellation with due regard for a period of notice of three (3) months. The cancellation must take place in writing.
- 5.3 An Agreement for a definite period of time ends due to the passing of the period for which the Agreement was entered into, or due to completion of the assignment issued under the Agreement.
- 5.4 Bridgegap is authorised to suspend fulfilment of its obligations on account of the Agreement and/or cancel or dissolve the Agreement with immediate effect, if it cannot reasonably be expected to continue its work. Whether this is the case will be at Bridgegap's exclusive discretion. In the event that Bridgegap cancels or dissolves the

Agreement on the grounds of this article, all that it can claim from the Client, on whatever account, will be immediately due and payable.

- 5.5 In the event of cancellation (as referred to in Article 5.2) and (premature) termination (Article 5.4), Bridgegap will retain entitlement to payment of the Fee and payment of the expenses/costs in connection with the work carried out up to that point in time, whereby the provisional results of the work carried out up to that point in time will be made available to the Client. Insofar as Bridgegap is still required to perform work after termination of the Agreement and/or is required to cooperate on the transfer of work to third parties, extra work and/or related costs will be charged to the Client.
- 5.6 The applicability of Article 6:278 of the Dutch Civil Code is explicitly excluded.
- 5.7 At the end of the Agreement each party must return the documents, property, etc. in its possession immediately to the other party, whereby Bridgegap is permitted to retain copies for its records.
- 6. Force majeure**
- 6.1 If a party is unable to comply with its obligations vis-à-vis another party to the Agreement due to a non-attributable failure (force majeure), the fulfilment of those obligations will be suspended for the duration of the force majeure situation.
- 6.2 If the force majeure situation lasts for three months, both parties will be entitled to terminate the Agreement wholly or partially in writing, insofar as this is justified by the force majeure situation.
- 6.3 In the event of force majeure on the part of Bridgegap, the Client will not be entitled to any compensation, not even if Bridgegap stands to gain in any way as a consequence of the force majeure.
- 6.4 Force majeure is taken to mean any circumstance which is independent of a party's will, as a result of which fulfilment of its obligations vis-à-vis the other party is wholly or partially hindered, or as a result of which a party cannot reasonably be expected to fulfil its obligations, irrespective of whether that circumstance was foreseeable at the time the Agreement was concluded. With regard to Bridgegap those circumstances include: strikes and lockouts, blockades, riots, operational delays or other problems affecting Bridgegap or its suppliers or third parties it has engaged, illness and/or shortages on the employment market, measures imposed by any government body and/or tax increases.
- 6.5 One party will inform the other party of a(n) (imminent) force majeure situation as soon as possible.

7. Execution of the Agreement

- 7.1 Bridgegap will carry out its work under the Agreement to the best of its knowledge, ability and capacity. Bridgegap will make an effort to achieve the best possible result, but cannot guarantee that a certain result will be achieved.
- 7.2 Bridgegap's work exclusively concerns commercial services. Under no circumstances may the services provided by Bridgegap be regarded as legal, fiscal, financial, or technical advice.
- 7.3 When executing the Agreement Bridgegap can use the services of other legal entities/persons, such as auxiliary staff. Bridgegap will take the necessary care when engaging third parties. In the legal relationship with the Client these General Terms and Conditions applying mutatis mutandis to the services (to be) performed on Bridgegap's instructions by these other legal entities/persons.
- 7.4 Unless agreed otherwise in writing the Client is not permitted, during the term of the Agreement, to issue, with regard to the subject of the Agreement, agreements with the same object to third parties (or negotiate thereon). The Client will perform the work relating to the subject of the Agreement on the basis of exclusivity.
- 7.5 Unless explicitly agreed in writing, Bridgegap is not authorised to conclude agreements with third parties on behalf of the Client, nor conduct negotiations or discussions.

8. Fee and expenses

- 8.1 Bridgegap will charge the Client the Fee agreed in connection with the Agreement and any additional expenses/costs. Unless agreed otherwise, the Fee and the additional costs do not include taxes.
- 8.2 The Fee for the services provided by Bridgegap will be payable by the Client as soon as the services have been provided, or at any earlier or later moment stipulated in the Agreement.
- 8.3 If the Client wishes to supplement or change the Agreement and Bridgegap is of the opinion that the work will be made more difficult or increased as a result, the parties will regard this as additional work, even if a fixed Fee has been agreed between the parties. If Bridgegap believes that additional work has taken place, it will inform the Client as soon as possible to that effect and about the consequences thereof for the Fee and the work (such as the delivery deadline). The Client will be regarded as having approved the execution of the additional work and the related consequences for the Fee and other consequences, unless it submits a written objection immediately after the notification by Bridgegap referred to.
- 8.4 If the work consists of mediation in connection with the formation of an agreement between the Client and a third party (for example concerning the purchase or sale of an immovable property/a building or concerning the rental or renting out of an immovable property/a building) the work will be regarded as completed at the moment at which the Client cooperates with an action which leads to the immovable property/building acquiring a new owner or user, or being made available or assigned to the Client or a third party that is relevant to the Client.

8.5 Bridgegap will continue to be fully entitled to the agreed Fee if the agreement referred to in Article 8.4 between the Client and a third party is formed after termination of the Agreement, but the agreement in question is wholly or partially the consequence of work performed by Bridgegap on the grounds of the Agreement. The agreement in question between the Client and the third party will, in any event, be regarded as being the consequence of work performed by Bridgegap if it is formed within 12 months after the termination of the Agreement.

8.6 The Client will owe Bridgegap all reasonable expenses/costs incurred by Bridgegap on behalf of the Client in connection with the execution of, or in relation to, the Agreement.

9. Payments

9.1 The Client will pay the amounts charged to it within 14 days after the invoice date, without discount or deduction. The Client is not permitted to set off any of its payment obligations.

9.2 In the event of late payment by the set payment deadline, the Client will automatically be in default, without any additional reminder or notice of default first being required.

9.3 In the event of default on the part of the Client, the latter will owe interest on the outstanding amount of 2% per calendar month. Part of a calendar month will be regarded as an entire calendar month. The Client is also obliged to pay extrajudicial and judicial collection costs incurred by Bridgegap, amounting to at least 15% of the outstanding amount, subject to a minimum amount of EUR 500.00.

9.4 Payments by the Client will initially serve to reduce the payable collection costs, then the payable interest and lastly the outstanding invoices.

10. Intellectual property rights

10.1 The Client will not acquire any intellectual property right relating to the (results of the) work carried out by Bridgegap.

10.2 The Client is not permitted to copy, publish or use the results of the work by Bridgegap, including programs, designs, methods, recommendations, reports, (model) contracts, cash flow models, action plans and other products of the mind of Bridgegap, such in the widest sense of the word, whether with the engagement of third parties or otherwise, unless (i) they are intended for that purpose and (ii) such has been explicitly agreed. Publication can therefore only take place after permission has been obtained from Bridgegap. The Client is entitled to copy written documents for use within its own organisation, insofar as this is commensurate with the purpose of the Agreement. The above will apply mutatis mutandis in the event of premature termination of the Agreement.

11. Complaints

11.1 The services provided by Bridgegap on account of the Agreement, must be inspected by the Client upon delivery. If that initial inspection reveals defects in the execution of the work, these must be reported in writing to Bridgegap within 21 days, such on pain of lapsing of the right to complain. Defects which cannot reasonably be discovered within that period of time must be reported to Bridgegap by no later than within 21 days after their discovery, such on pain of lapsing of the right to complain.

- 11.2. The Client will cooperate as much as necessary for the investigation of the complaint. If the Client does not cooperate, or if an investigation is not/no longer possible for some other reason, the complaint will not be dealt with and the Client will not have any entitlements in that respect. The Client cannot derive any rights from the processing of a complaint.
- 11.3. If the Client submits a complaint on time and justifiably regarding defects in the services provided and is not also in default vis-à-vis Bridgegap, Bridgegap can opt to perform, or have performed, the services which have been found to be faulty properly at a later date, to refund (part of) the agreed price or credit the invoiced amount, or grant the Client a discount on the agreed Fee, to be determined on the basis of mutual consultation. Fulfilment of one of the aforementioned options fully indemnifies Bridgegap in relation to its obligations and the Client will not have any right to further compensation/payment, or dissolution of the Agreement.

12 Liability and indemnity

- 12.1 Bridgegap is never liable for indirect damage suffered by the Client, including (in any event, but not exclusively) trading loss, consequential damage, losses due to delays, lost profit, economic loss and damage due to the violation of the rights of third parties.
- 12.2 In the event of services which have turned out to be defective, Bridgegap will not be bound by any additional (payment) obligations than those stipulated in Article 11 of these General Terms and Conditions. Any liability for any other damage resulting from the execution of the Agreement by Bridgegap is excluded.
- 12.3 In the event of a legal decision at any point in time to the effect that Bridgegap is indeed liable for any additional damage resulting from the execution of the Agreement by the Bridgegap, Bridgegap's payment obligation will be limited, in all instances, to the amount paid out by Bridgegap's insurance company.
- 12.4 If – for whatever reason – the insurer does not pay out, Bridgegap's payment obligation will be limited to the amount of the Fee which Bridgegap charged or could have charged for the execution of the Assignment in question.
- 12.5 If Bridgegap has engaged third parties in the execution of the Agreement, Bridgegap will not be liable for any mistakes/conduct of those third parties, except insofar as the Client proves that Bridgegap could reasonably have avoided choosing said third party.
- 12.5 Bridgegap is not entitled to invoke the current liability restrictions in relation to damage caused by intent or recklessness on the part of Bridgegap, or by managers belonging to its board or management team.
- 12.6 The liability restriction stipulated in this article also applies on behalf of any legal entities/persons engaged by Bridgegap on behalf of the Agreement and is therefore a third-party clause as referred to in Article 6:253 of the Dutch Civil Code which the Client cannot revoke.
- 12.7 The Client will indemnify Bridgegap and/or legal entities/persons engaged by Bridgegap against all third-party claims on any account, in connection with, or resulting from the Agreement.

13. Applicable law and disputes

13.1 All agreements between the Client and Bridgegap are exclusively subject to Dutch law.

13.2 Any disputes between the Client and Bridgegap which result from, or are connected with, the agreements concluded between them, are to be exclusively submitted to the competent court in Rotterdam.