

GENERAL TERMS AND CONDITIONS FOR MEDIATION DUBET B.V.

Article 1

1. A mediation agreement is a contract, in which Dubet B.V. (hereinafter referred to as the Mediator) is required by the Client to operate as mediator against payment of brokerage in the emergence and signing of the sale/purchase agreement contracted by and in the name of the Client and a third party. These conditions may not be derogated from in the mediation agreement to the disadvantage of the Client, who doesn't act in the exercise of a profession or business.
2. The mediation agreement will be concluded at the time that the parties agree on: the asking price, the value of the brokerage, the duration of the agreement, the way in which the contract can be terminated and further conditions under which the mediation is carried out.
3. The mediation contract and all agreements that are entered into consecutively, shall be entered into in writing. Verbal changes and/or additions need to be confirmed in writing as soon as possible.
4. These conditions are registered at the Chamber of Commerce in Arnhem. The latest deposited version or the version applicable at the time of establishment of the agreement with the Client is always applicable. These conditions may have been translated from Dutch into a foreign language. In case of possible differences in the texts, which are the result of this translation, the Dutch text prevails.

Article 2

- In the framework of the conciliation agreement, the mediator shall provide the following services:
- the discussion and advice regarding the emergence of the intended agreement; - the assessment of the market value of the relevant object, following which the asking price will be fixed in concert with the client;
 - undertake activities in order to bring the item in question under the attention of potential buyers;
 - assessing and advising on the financial, technical and other relevant aspects related to the intended agreement related to the object;
 - the advice on and negotiation with third parties on behalf of or in collaboration with the client;
 - the active promotion of the establishment of an agreement between the client and a third party;
 - the guidance in the usual settlement.

Article 3

In case the guidance by the mediator in the finalisation of the agreement entail more than the services that the mediator makes available in the framework of the mediation contract, he shall inform his client thereof in advance.

The principal shall be obliged to comply with the cost of the extra work if the parties agree on this subject prior written.

Article 4

The mediation contract ends by:

- a. written notice;
- b. the expiry of the agreed time;
- c. the establishment and settlement of the intended agreement between the client and a third party;
- d. the object becoming unmediatable due to, among other things, the state in which the item ends up in, heavy damage, overall decline or the further desired pricing of the object by the client.

Article 5

In the event the mediation contract involves a contract to sell or buy, the mediator may not act for the seller and the buyer in their capacity as principal in relation to one and the same object.

LIABILITY

Article 6

6.1 If the mediator avails over an object, he is only liable for damage to or by the object, components or accessories thereof if the damage is the direct consequence of a shortcoming which is attributable to him or is attributable to persons in his service and/or to persons who have been appointed by him for the purpose of carrying out the assignment.

6.2 The mediator is not liable for the state, equipment and description (specification) of the object.

OBLIGATIONS OF THE MEDIATOR

Article 7

1. The mediator performs the assignment accepted by him to the best of his ability and taking into account the interests of the client.

2. The mediator keeps the client informed of the progress on a regular basis.

3. The mediator is required to insure its liability for damages resulting from a breach or in tort and keep it insured adequately.

OBLIGATIONS OF THE PRINCIPAL

Article 8

1. The client provides the mediator with information that the mediator requires for the performance of the contract, to the best of its ability.

2. The client is responsible for the accuracy and completeness of his description of the information provided by him on the object.

3. The client is responsible for its authority to dispose of the object. The client indemnifies the mediator in respect of claims by third parties.

4. The client undertakes to keep the object in the same state during the term of the agreement.

PAYMENT CONDITIONS

Article 9

1. The brokerage fee due to the mediator is payable as soon as consensus is reached between the client and a third party on an agreement, unless a suspensive condition in the intended agreement enters into force.

2. Later alternative arrangements between the client and the third party or (partial) dissolution of the agreement does not cancel the claim on brokerage.

Article 10

1. If the purchase/sales agreement between the client and third party comes about within the duration of the mediation contract, this shall be deemed to have been established through the mediator.

2. When the Client signs the intended agreement with a candidate who was initially informed directly by the mediator under the mediation agreement, with regard to the availability of the object for this transaction, within nine months after termination of his assignment, or if the Client gives the object in sustainable use to the candidate indicated above within the period of nine months, the Client still owes the full brokerage on the last asking price agreed in writing to the mediator.

Article 11

1. Upon termination of the mediation assignment due to a cause as referred to in article 4 paragraph 1 under (a) and (d), the Client shall owe the mediator the reasonable costs incurred by the mediator.

2. The reasonable costs incurred in paragraph 1 of this article shall be fixed at:

- 15% of the agreed fee calculated on the last asking price recorded in writing, upon termination (cancellation) until two months after the commencement of the mediation contract.
- 30% of the agreed fee calculated on the last asking price recorded in writing, upon termination (cancellation) for more than two months but not longer than four months after the commencement of the mediation contract.
- 50% of the agreed fee calculated on the last asking price recorded in writing upon termination (cancellation) longer than four months after the commencement of the mediation contract.

DEFAULT

Article 12

1. In the event of late payment of the brokerage or the costs payable under one or more of these provisions, the mediator shall be entitled to the statutory interest rate plus 3% per annum on the amount due to the customer. This interest shall be calculated from the due date.

2. If one of the parties is obliged to call for legal aid in connection with a dispute concerning the mediation agreement, the defaulting party or the losing party shall (also) pay the extra judicial costs connected to the legal aid.

COMPLAINTS

Article 13

Complaints about the performance of the mediation agreement must be notified to the mediator in writing and properly defined and explained, within a reasonable time after the client has ascertained or has been able to establish the complaint. The consequences of a late claim shall be borne by the Client.

DISPUTES

Article 14

1. Dutch law is applicable on all disputes relating to the mediation agreement. Only a Dutch court is competent to take note of these disputes.

2. Disputes between the client and the mediator on the establishment or implementation of the mediation agreement to which these conditions apply, can be [submitted] both by the client and by the mediator.

DEROGATION AND AMENDMENT

Article 15

Individual deviations from General Terms and Conditions, including individual additions, must be recorded in writing.