

GENERAL TERMS AND CONDITIONS – NOBL REAL ESTATE B.V.

General Terms and Conditions NOBL Real Estate B.V. – Chamber of Commerce: 98800884

Version: December 2025

These general terms and conditions apply to all services and activities performed on behalf of a Client by NOBL Real Estate B.V. and/or an affiliated company.

ARTICLE 1 – DEFINITIONS

NOBL

NOBL Real Estate B.V. (hereinafter: "NOBL") with its registered office in Utrecht and its place of business at Papendorpseweg 100, 3528 BJ Utrecht, registered in the trade register of the Chamber of Commerce under number: 98800884

Affiliated company

A legal entity that is directly or indirectly controlled by NOBL, controls NOBL, or with which NOBL forms part of a group within the meaning of Article 2:24b of the Dutch Civil Code.

Client

Any natural or legal person acting in the course of a profession or business who enters into an Agreement with NOBL or negotiates the conclusion thereof.

Services

All services and activities to be provided by NOBL on behalf of a Client, including but not limited to, activities relating to advising on and supervising transactions in the field of commercial and industrial real estate.

Agreement

Any agreement for the provision of services between NOBL and the Client that has been concluded, any amendment or addition thereto, by the Client's written or verbal acceptance of NOBL's offer.

Legal relationship

Any (contractual and/or pre-contractual) legal relationship between NOBL and the Client, including negotiations, advice provided, and Services performed, regardless of whether these have led to the conclusion of an Agreement.

Personal and/or company data

All data provided by a Client to NOBL.

Rates

The rates charged by NOBL to the Client under the Agreement and/or these general terms and conditions.

Commission

The fee owed by the Client to NOBL for the provision of the Services, which is specified separately in advance in the Agreement and shall become immediately due and payable to NOBL as soon as, during the term of the Agreement, an agreement is concluded between the Client and one or more third parties or the assignment given to NOBL in this regard is completed, or the Services have been provided.

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Remuneration

The fees owed by the Client to NOBL under the Agreement and/or these general terms and conditions, consisting (among other things) of the Commission.

Proposal

The offer, quotation, or order confirmation issued by NOBL to the Client in which (among other things) the Services and Remuneration are specified.

ARTICLE 2 – APPLICABILITY

2.1 These general terms and conditions apply to all legal relationships between NOBL and the Client and apply to all verbal and written agreements, orders, quotations, offers, legal relationships, as well as to all related legal acts entered into with NOBL. The applicability of any general terms and conditions of the Client and/or third parties is expressly rejected.

2.2 All provisions in these general terms and conditions have also been drawn up for the benefit of all directors of NOBL and all persons who work for NOBL and/or are engaged by NOBL. NOBL is not liable for any shortcomings on the part of such third parties. Articles 7:404 (assignment entered into with a view to a specific person) and 7:407(2) of the Dutch Civil Code (joint and several liability of multiple contractors) do not apply.

2.3 Deviations from these general terms and conditions are only valid if they have been agreed in writing. Insofar as no such deviations have been agreed, the provisions of these general terms and conditions remain fully applicable.

2.4 These general terms and conditions are available on the NOBL website and have been drawn up in Dutch and English. In the event of differences in (the interpretation of) the text, the Dutch text shall prevail.

2.5 The Client accepts the applicability of these general terms and conditions to all new and/or further agreements between NOBL and the Client, as well as to all related legal acts, even if these General Terms and Conditions are not provided to the Client again. the Client.

ARTICLE 3 – SERVICES

3.1 NOBL offers services in the field of commercial real estate. These services include providing commercial and marketing advice and assisting with leasing and renting, as well as purchasing and selling. NOBL does not provide legal, fiscal, financial, tax, or technical advice.

3.2 NOBL will exercise the utmost care in performing its Services. The Client is aware and accepts that the information provided by NOBL is the result of a subjective analysis of the available data.

3.3 The Client will provide NOBL with the necessary facilities to enable NOBL to perform the Agreement and will ensure that all parties involved provide the necessary cooperation.

3.4 The Client is also obliged to provide all information that can reasonably be understood to be important for the performance of the assignment and/or that NOBL deems necessary for the proper performance of the Agreement, in a timely manner and in the desired form. The Client guarantees the accuracy, completeness, and reliability of that information.

3.5 The Client shall refrain from any actions that may hinder NOBL in the performance of the Services or interfere with its activities, and the Client shall not make use of similar services from third parties, unless other arrangements have been made in writing. The Client shall not enter into any agreements outside of NOBL and shall not conduct any negotiations to that end. Candidates, including current tenants, shall be referred to NOBL by the Client.

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ARTICLE 4 – AGREEMENT

Conclusion

4.1 The Agreement between NOBL and the Client shall be concluded at the moment that the Client has approved the Proposal in writing, or from the moment that NOBL has commenced the relevant work after verbal acceptance by or on behalf of the Client. An agreement also includes an order confirmation by fax or email.

4.2 NOBL has the right to terminate the Agreement within 30 (thirty) days of its conclusion without stating reasons, in which case NOBL will owe nothing to the Client.

4.3 The Proposal and these general terms and conditions together constitute the complete representation of the rights and obligations of NOBL and the Client.

4.4 If the acceptance (whether or not on minor points) deviates from what is stated in the Proposal, NOBL is not bound by it. The Agreement will then not be concluded in accordance with this deviating acceptance, unless expressly agreed in writing with NOBL.

4.5 NOBL will endeavor to deliver the Services within the agreed term and in accordance with the agreed specifications. However, all specified terms are guidelines and shall not be deemed as a strict deadline, unless expressly agreed otherwise in writing.

Term

4.6 An Agreement is entered into for an indefinite period, unless otherwise agreed.

4.7 A fixed term Agreement shall end upon expiry of the period for which the Agreement was entered into or upon completion of the assignment provided under the Agreement.

4.8 NOBL is authorized to suspend the fulfillment of its obligations under the Agreement and/or to terminate or dissolve the Agreement with immediate effect if the continuation of its activities cannot reasonably be expected of it. Whether this is the case is at the sole discretion of NOBL.

4.9 NOBL is entitled to terminate the Agreement, in whole or in part, without notice of default and without any obligation on the part of NOBL to pay compensation to the Client, if:

- (i) The Client is declared bankrupt;
- (ii) The Client applies for a moratorium on payments;
- (iii) The Client proceeds with the liquidation or dissolution of its business;
- (iv) The Client's assets are seized by way of execution;
- (v) The Client is placed under guardianship or dies; or
- (vi) The Client fails to comply with any legal obligation towards NOBL or any obligation arising from these general terms and conditions, the Proposal, and/or the Agreement.

4.10 In the above cases, NOBL is entitled to demand immediate and full payment of the Fee owed by the Client to NOBL. The Client is obliged to inform NOBL immediately and in writing if a circumstance within the meaning of Article 4.9 above arises.

4.11 Notice of termination must be given in writing at the end of a calendar month and with due observance of a notice period of 3 (three) months.

4.12 The parties will make every effort to hold regular interim evaluations to discuss the progress of the collaboration.

4.13 The Client shall ensure that all information which NOBL has requested in writing or which the Client should reasonably understand to be necessary for the performance of the Agreement is provided to NOBL in a timely manner and guarantees that this information is accurate and complete.

4.14 NOBL is completely free in the manner in which the Agreement and, in particular, the Services will be provided or performed, unless the Client and NOBL have agreed on specific arrangements in writing.

4.15 The Client is not entitled to transfer the rights and/or obligations arising from the Agreement in whole or in part to one or more third parties, except with the prior written consent or cooperation of NOBL. Conversely, NOBL is entitled to do so and the Client grants its consent in advance. The Client hereby undertakes (in advance) to provide all (further) cooperation that this may entail.

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ARTICLE 5 – GENERAL RATES

5.1 All rates, advances, and additional costs mentioned in this article are subject to the statutory sales tax.

5.2 The hourly rate for services relating to commercial and/or business real estate is € 200.- per hour.

5.3 The fee payable in the event of suspension or withdrawal of an assignment for services is equal to 20% of the commission appropriate to the last asking price, but amounts to at least € 2,500.-.

5.4 Costs incurred by NOBL on behalf of a client include but not limited to, the costs of: cadastral research, title research, brochures, advertisements, listing on websites, promotional- and other costs.

5.5. NOBL's commission is payable upon completion of a transaction, after any resolutive or suspensive conditions have been fulfilled. Advisory fees are payable upon issuance of the advisory report. Disbursements and other fees are payable within 14 days after the invoice date.

5.6. In the case of assignments for the sale or purchase, rental or letting of projects and in the case of consultancy assignments, interim invoices may be issued by way of advance payment.

5.7 If, during the assignment, the client decides to proceed with purchase or sale instead of (re)letting and letting, the rates applicable to (re)letting as stated in the assignment confirmation will apply.

ARTICLE 6 – REMUNERATION AND PAYMENT

6.1 NOBL will charge the Remuneration for its work as set out for the Client in the Agreement. Clients are jointly and severally liable for the (payment) obligations under the Agreement.

6.2 If, for any reason whatsoever, NOBL is not provided with the information necessary to make an exact calculation of the amount of the Commission due, NOBL shall be entitled to make an estimate and to charge an amount equal to the amount of this estimate.

6.3 For assignments on an hourly basis, NOBL is entitled to charge for the hours worked on a weekly basis.

6.4 In the event of sublease agreements being concluded on the basis of a performance-related fee linked to realized savings, the gross rent agreed between the main lessor and the sublessor will be taken as the starting point.

6.5 In the event of lease agreements being concluded on the basis of performance-related remuneration linked to savings achieved, the starting point for the percentage used as the basis for calculating the remuneration will be a five (5) year lease agreement. In the case of lease agreements shorter than three years, the remuneration will be calculated as if a three (3) year lease agreement had been concluded. If the services involve movable property, goodwill, compensation, other property rights, and/or similar items, the commission will also be calculated on the values to be assigned to these items.

6.6 NOBL's invoices must be paid by the Client to NOBL within fourteen (14) days of the date of the invoice. Any objections to the amount of an invoice do not suspend the payment obligation. After the payment term has expired, NOBL is entitled to claim statutory (commercial) interest and extrajudicial collection costs. In principle, these costs amount to at least 15% of the principal sum.

6.7 In the event of late payment, NOBL is entitled to terminate the legal relationship with the Client without the payment obligation lapsing.

6.8 With regard to the payment obligations to NOBL, the Client is not entitled to invoke any discount, set-off, or suspension.

6.9 The prices stated in the Proposal are exclusive of VAT and other government levies, as well as any costs to be incurred in the context of the Agreement, unless otherwise stated in the Proposal.

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6.10 NOBL shall remain entitled to the Commission if, during the term of the Agreement or within twelve (12) months after its termination, the Client, either itself or with the assistance of third parties, concludes or causes to be concluded an agreement relating to the subject matter of the Agreement.

ARTICLE 7 – PERFORMANCE OF THE AGREEMENT

7.1 NOBL will perform its activities under the Agreement to the best of its knowledge, skill, and ability. NOBL will endeavor to achieve the best possible result, but cannot guarantee that a specific result will be achieved.

7.2 NOBL's activities relate exclusively to commercial services. Under no circumstances may the services provided by NOBL be regarded as legal, tax, financial, or technical advice.

7.3 NOBL may use the services of other (legal) persons, such as auxiliary persons, in the performance of the Agreement. NOBL will exercise due care when engaging third parties. These general terms and conditions apply mutatis mutandis to the services to be performed or performed by these other (legal) persons on behalf of NOBL in the legal relationship with the Client.

7.4 Unless expressly agreed in writing, NOBL is not authorized to enter into agreements with third parties or to conduct negotiations or discussions on behalf of the Client.

ARTICLE 8 – COMPLAINTS

8.1 Complaints about the Services must be reported to NOBL in writing by the Client within 7 (seven) days of discovery, but no later than twenty-one (21) days after the performance of the Services in question. Such a notice of default must contain as detailed a description as possible of the shortcoming alleged by the Client, so that NOBL is able to respond adequately. Defects that cannot reasonably be discovered within the aforementioned period must be reported to NOBL in writing within twenty-one (21) days of discovery, on pain of forfeiture of the right to complain.

8.2 The Client shall provide all cooperation necessary for the investigation of the complaint. If the Client does not cooperate or if investigation is otherwise not (or no longer) possible, the complaint will not be processed and the Client will have no claims in this regard. The Client cannot derive any rights from the processing of a complaint.

8.3 If, in NOBL's opinion, a complaint is justified, NOBL will be given the opportunity by the Client to perform the Services properly again (or have them performed). In the event that the performance of the Services is no longer possible according to objective standards, NOBL will only be liable within the limits of Article 9 below.

ARTICLE 9 – RISK AND LIABILITY

9.1 Entering into the Agreement with NOBL and/or purchasing Services from NOBL is entirely at the expense and risk of the Client.

9.2 NOBL shall never be liable (except in cases of gross negligence or intent) for consequential damage or indirect damage, including but not limited to; business interruption, loss of profit and/or loss suffered, lost savings and damage resulting from the use of Services provided by NOBL, damage due to loss of data, damage due to exceeding delivery times, consequential damage and delay damage and interest damage.

9.3 In the event that NOBL is liable for damage suffered by the Client, the damage shall be limited to the amount paid out by our professional liability insurance.

9.4 If, for any reason, no payment is made by the aforementioned insurance, or if this insurance does not provide cover, the damage that NOBL is obliged to compensate will never exceed the invoice value of the Services whose defect caused the damage or, if this cannot be determined, the invoice value of the Services that NOBL performed for the Client at the time the damage-causing event occurred.

9.5 Liability for the Services that NOBL has commissioned a third party to perform is limited to the extent that the third party in question effectively indemnifies NOBL.

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9.6 NOBL shall not be entitled to invoke the present limitations of liability in respect of damage caused by its own intent or recklessness or by managerial subordinates belonging to its management or executive management.

9.7 The limitation of liability set out in this article also applies to any legal entities or natural persons engaged by NOBL for the purposes of the Agreement and therefore constitutes a third-party clause as referred to in Article 6:253 of the Dutch Civil Code, which cannot be revoked by the Client.

9.8 The Client shall indemnify NOBL and/or any legal entities engaged by NOBL against all claims from third parties on any grounds whatsoever in connection with or arising from the Agreement.

ARTICLE 10 – PERSONAL AND/OR COMPANY DATA AND ELECTRONIC COMMUNICATION

10.1 The Client is aware that by using the Services, he/she will provide certain Personal and/or Company Data to NOBL. NOBL processes this Personal and Company Data in accordance with the applicable laws and regulations and in accordance with its privacy policy.

10.2 Electronic communication, including email, is considered to be in writing. The Client agrees to electronic communication and acknowledges that it is not secure. NOBL is not liable if electronic communication is intercepted, manipulated, delayed, misdirected, or infected with a virus. Articles 6:227b (1) (on the provision of information in electronic commerce) and 6:227c of the Dutch Civil Code (on the manner in which agreements are entered into in electronic commerce) do not apply between NOBL and the Client.

ARTICLE 11 – INTELLECTUAL PROPERTY RIGHTS

11.1 All intellectual property rights relating to or arising from the assignment given to NOBL and the Services provided by NOBL shall at all times remain vested in NOBL. The Client is aware and acknowledges that all designs, information, images, and other content on, among other things, the Website and everything arising therefrom are the property of NOBL, except for the intellectual property rights that belong to the Client by law. The content and source codes are protected by the relevant intellectual property rights, including but not limited to copyrights, database rights, neighboring rights, trademark rights, and design rights.

11.2 The Client is not permitted to make changes to the results of the Services without NOBL's prior written consent. NOBL grants the Client a license to use the results of the Services for the period and territory specified in the Order Confirmation, after full payment of the agreed fees. If nothing is specified on the Order Confirmation, the license shall apply for a period of one year after delivery of the Services for the Netherlands.

11.3 Upon termination of the Agreement (after expiry of the contract term or in the event of early termination by NOBL), the Client's right to use the Services provided by NOBL shall lapse.

11.4 The Client is expressly prohibited from copying, modifying, publishing or having published, or using for direct or indirect commercial purposes, any code, designs, information, images, marketing material or other content belonging to NOBL, except for the intellectual property rights legally belonging to the Client.

11.5 The Client shall ensure and guarantee to NOBL that all information he/she shares with NOBL does not (and will not) constitute a violation of any relevant laws or regulations, any copyright belonging to a third party and/or any other intellectual property or industrial property rights. The Client shall ensure that it is not otherwise unlawful towards third parties, that the Client will at all times handle the data, passwords, etc. and indemnifies NOBL against claims from third parties and for all resulting damage directly related to a violation as described above, whether or not attributable to the Client.

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ARTICLE 12 – INFORMATION, INDEMNIFICATION, AND CONFIDENTIALITY

12.1 The Client indemnifies NOBL against claims from third parties for damage caused by the Client providing NOBL with incorrect or incomplete information, unless the Client demonstrates that the damage is not related to culpable acts or omissions on its part or was caused by intent or gross negligence on the part of NOBL.

12.2 Unless it has a legal or professional obligation to disclose information, NOBL is obliged to maintain confidentiality towards third parties. This obligation does not apply to information that is necessary to conclude an agreement, nor to information that the Client has indicated may be disclosed to third parties.

ARTICLE 13 – FORCE MAJEURE

13.1 Force majeure is understood to mean any circumstance on the basis of which NOBL cannot reasonably be expected to continue to perform the Agreement. This includes, but is not limited to, data loss as a result of computer failure, virus infection, or computer intrusion by third parties, despite NOBL having taken security measures which could reasonably be expected to be adequate and other calamities that prevent or limit NOBL's business operations.

13.2 In the event that NOBL is prevented by force majeure from providing the Services in whole or in part, NOBL shall be entitled, at its discretion, to suspend the performance of the Services or to terminate the Agreement in whole or in part without judicial intervention.

ARTICLE 14 – APPLICABLE LAW AND DISPUTES

14.1 These general terms and conditions and the Proposal, as well as any agreements arising therefrom, entered into by or with NOBL, are governed by Dutch law. The Agreement between NOBL and the Client is governed exclusively by Dutch law.

14.2 All disputes between the Client and NOBL arising from the Agreement and/or arising from or in connection with these general terms and conditions shall be settled exclusively by the competent court in Utrecht.

ARTICLE 15 – FINAL PROVISIONS

15.1 In the event that any provision in these general terms and conditions is null and void or is voided, this shall not affect the validity of the other provisions. NOBL and the Client will then consult with each other in order to agree on new provisions to replace the invalid or void provisions, taking into account as much as possible the purpose and meaning of the original provision.