

Draft ACCEPTANCE AGREEMENT

The undersigned:

a. The public limited company, having its registered office in Amsterdam, registered with the Chamber of Commerce @ under number @ and having its office at to @, Postcode @, for the purposes hereof validly represented by its managing director @ , hereinafter to be referred to as; "**Client**";

and

b. <name Contractor> , having its registered office at ..., registered in the trade register under file number KvK , represented by its managing director Mr, hereinafter referred to as; "**Contractor**",

Taking into consideration:

I. that the Principal intends to realise the building plan 'Optimisation Thai Embassy The Hague' at Laan Copes van Cattenburgh 123 in The Hague and that to this end it has had a plan developed as indicated in this Agreement.

II. that the plan consists of work for the realisation of the building plan, hereinafter referred to as: 'the Work', as defined in section 1, subsection 1 UAV 2012;

III. that the Client wishes to assign the realisation of the Work to the Contractor.

Article 1 Assignment

1.1 The Client hereby assigns to the Contractor the realisation of the Work, which assignment or Work is hereby accepted by the Contractor. The Contractor undertakes to carry out the Work exclusively on the basis of and with due observance of the contract documents referred to in paragraph 2 of this article, as well as the statutory regulations, government orders, regulations of public services, network managers and in accordance with the requirements of good and sound work, as described in section 6 UAV 2012.

1.2 Contractor will perform the Work on the basis of the following contract documents:

- a. Specifications d.d.(date) prepared by, licence number.....(attachment 1)
- b. General Schedule of Contractor d.d. (date) (attachment 4)
- c. Detailed Technical Work Plan of Contractor d.d. (date) (attachment 5) (if already available)
- d. Term Schedule d.d. (date) (attachment 6)
- e. Drawings d.d. (date) (attachment 7)
- f. Notes of amendment and supplement (attachment 8)
- g. Environmental permit including attachments (attachment X)

1.3 In addition to Section 2(4) of the UAV 2012, in the event of contradictions or ambiguities in the various documents, the following order of precedence shall apply (5):

- a. the approved minutes of the construction meeting
- b. the building contract
- c. the letters of amendment and addition
- d. the specification description

e. drawings and the attachments to the specifications.

1.4 The UAV 2012 shall apply to the Work insofar as the agreement or the Specification does not explicitly deviate from it. Any deviation from paragraph UAV 2012 in the agreement or the Specification shall be deemed to be an explicit deviation.

Article 2 Contract price

2.1 The contract price for the Work totals € ... including surcharges, excluding 21% VAT (in words: ... euros) and is fixed until the end of the Work. The provisions of Section 47 UAV 2012 and Article 7:753 of the Dutch Civil Code do not apply.

2.2 In addition to, inter alia, Section 6 (3) UAV 2012, the amount of the contract price includes:

- a. taxes and levies such as precaria charges for temporary occupation of sites
- b. temporary connection costs during construction for electricity, sewerage, communication and water (being the construction connections)
- c. execution coordination and requests for utilities
- d. execution of drawings, being the production drawings, revision drawings, details and frame lists
- e. partial structural calculations according to the structural engineer's demarcation sheet (see list of appendices)
- f. translating installation advice into production drawings and revision drawings
- g. compensation for guaranteeing structural safety as described in article 3.4
- h. coordination of connections to public areas
- i. coordination connection to public area

2.3 In addition to Section 41 UAV 2012, VAT is reverse-charged in accordance with the declaration of the Inspector of Taxes, which reverse-charging must be stated on the invoice. The contractor must include this provision in any subcontracts it concludes.

2.4 In addition to Section 40 UAV 2012, the Principal shall pay the Contractor the contract sum in accordance with the payment schedule included in attachment.... within 30 days after receipt of the invoice and after written approval of the work by the management. The last instalment shall count as a maintenance instalment and shall not be made payable by the Principal until all the work arising from the report of completion has been carried out by the Contractor and the Contractor has also complied with the following obligations:

- a. Handing over to Principal the guarantee statements described in the Specifications.
- b. Submission of the revision drawings, manuals and operating instructions described in the Specifications.
- c. Submission of the statements from network operators, government agencies and any inspection reports described in the Specifications.

2.5 Section 45(2) UAV 2012 does not apply. For Section 6:119a of the Dutch Civil Code to apply, the Contractor must first have given the Principal written notice of default.

Article 3 Supervision, management, structural safety

3.1 The Work will be performed under the Client's management as provided for in paragraph 3 UAV 2012. In matters that must be submitted to the Principal pursuant to the specifications, (name) will act as contact person for the Principal during the term of this building contract.

3.2 For Contractor, during the term of this building contract, (name) will act as contact person for Client; using the Form A prescribed in paragraph 4(1) UAV 2012. If a person proposed by Contractor is

not acceptable to Client for any reason, Client retains the right to require Contractor to appoint another contact person.

3.3 The Contractor is not entitled to engage subcontractors without the Client's prior written consent (section 6 paragraph 26 UAV 2012). The Principal is at all times entitled to attach conditions to its permission which may relate to the integrity of the subcontractor and the financial soundness of the subcontractor. It may also require the Contractor to include provisions as described in this Subcontract in the subcontract.

Article 4 Construction preparation and warning obligation

4.1 During the tender procedure, the Contractor has been notified of the design documents included in the tender documents. These documents are listed on attachment... to this agreement. As an expert, the Contractor has taken cognisance of these documents and has been given the opportunity by the Client to ask questions about them, make comments and warn the Client about any shortcomings in or arising from the design.

4.2 The Contractor confirms that he considers the chosen solutions and working methods, insofar as they relate to the execution and the execution organisation, suitable to realise the Work according to the required quality and within the agreed time.

4.3 If anything is missing from the description of the Work, which the Contractor should have known would be part of the work to be performed and/or deliveries that appear to be necessary to deliver the Work complete and ready for use, the Contractor is obliged to report this to the Client and to perform this as if it had been described verbatim in the specifications and in the conditions, without being able to demand additional payments for this.

4.4 In consultation with Principal, before commencement of the work, the Contractor will adequately inform the owners of the adjoining plots of the work to be carried out. Damage and costs caused by failure to do so will be at the Contractor's expense and risk.

4.5 The Contractor will not be able to enforce any right to compensation or any other right against the Principal for delays or changes to the works or activities caused by disputes between the Contractor and the rightful claimant(s) of the adjoining plots or land, unless the Contractor demonstrates that the Principal is to blame in this respect.

4.6 The costs of extracting and discharging groundwater as well as the payment of the taxes and levies due for this are included in the contract price. If the Principal has already applied for a permit for the extraction or discharge of groundwater or has made a notification, the Contractor will take over this permit and/or notification by ensuring that it is put in the Contractor's name.

Article 5 Commencement, construction time and delay

5.1 In deviation from Section 7 UAV, the date of commencement of the Work has been set by the Parties as (date) 2023.

Article 6 Vicarious liability arrangement

6.1 The Contractor will only work in a manner permitted or required on the basis of the Vicarious Liability Arrangements the applicable supplements thereto as further described in the Specification. The Contractor's subcontractors, manufacturers and suppliers must also comply with the provisions of the Chain Liability Regulations. The Contractor shall indemnify the Client or shall continue to fully indemnify the Client in respect of any claims which the tax authorities and/or the UWV may at any time

assert against the Client pursuant to the Wages and Salaries and Social Security Contributions (Liability of Subcontractors) Regulations in respect of the construction of the Work. The extent of this indemnification shall be equal to the claim which the tax authorities and/or the UWV have against the Client, plus all further related costs. This claim of Principal against Contractor shall be immediately due and payable without judicial intervention.

6.2 Contractor agrees without any reservation that a prescribed portion of the contract sum or instalments due to Contractor will be transferred by Client to a G account of Contractor. For this order, the labour cost component is set at 40% which results in a deposit into the G account of 14% of the contract sum or each instalment thereof.

Article 7 Right of retention

7.1 The Contractor declares that, with respect to the Work or parts of the Work, it waives its right to invoke the right of retention with respect to the Work or any other right to suspend delivery or to retain possession of the Work in its entirety or parts thereof, as of the date of delivery, unless the Client is in default of payment of the regular instalments of the contract price (including commissioned variations).

7.2 The Contractor stipulates that each of its subcontractors also waives their right to invoke any rights of retention in respect of the Work and ensures that the relevant clause is included in the relevant subcontract. At the Client's first request, the Contractor will demonstrate that this obligation has been fulfilled in the subcontracts. The Contractor shall indemnify the Principal for damage resulting from the exercise of the right of retention by a subcontractor.

Article 8 Interim termination of the Contractor Agreement

8.1 Contrary to Section 46 UAV 2012, the Principal has the right to terminate all or part of this contracting agreement without any notice of default or judicial intervention being required, by means of a registered letter addressed to the Contractor, if:

- a. the execution of the Work cannot proceed or must be stopped or the Work must be halted on the grounds that any necessary permit granted for the Work will be revoked, suspended or annulled;
- b. the contractor ceases all or a substantial part of his business operations or transfers them, or if the contractor is wound up, liquidated and/or dissolved;
- c. the Contractor loses the free disposal of his assets or such part thereof, or in such a way that, in the opinion of the Client, the proper and timely performance of the building contract is at risk;
- d. the Contractor applies for (provisional) suspension of payment, the Contractor is granted (provisional) suspension of payment, the Contractor's bankruptcy is applied for or the Contractor is declared bankrupt, or the Contractor offers its creditors a private settlement
- e. it is established that the Contractor is in default in the performance of its obligations under this building contract and, after the Contractor has been given written notice of default, does not remedy the default within the term set for it by the Client;
- f. The Client has reasonable grounds to believe that the integrity of the Contractor is at stake, which will in any case be the case if the Contractor has been convicted criminally or fined by the NMA after 31 August 2006 or has failed to comply with one or more serious statutory integrity obligations.

8.2 After dissolution as referred to in paragraph 1 of this article, the Client has the right to perform the Work itself or to have it performed by another contractor. In addition, the Client will have the right to use all or part of the contract sum or at least the unpaid part thereof to pay the third parties involved by the Contractor in the realisation of the Work, whereby the Client will be discharged towards the Contractor to the extent of the amounts paid to those involved. Furthermore, the Client is entitled to

charge the damage and (additional) costs (to be) incurred by the Client to the Contractor or to set off such damage and (additional) costs against any amounts that the Client may still owe the Contractor.

8.3 If this building contract terminates, regardless of the reason, the Client is entitled to use all documents, designs, calculations and drawings etc., insofar as these belong to the Contractor, at his discretion and to make them available to third parties, without the Client owing any compensation in this respect. The Contractor shall hand over such documents, designs, calculations and drawings etc. to the Principal upon first request. Furthermore, the Contractor will not be able to enforce any rights against third parties involved or to be involved in the Work.

8.4 Only in the event of dissolution on the basis of the provisions of this article in paragraph 1 under a, will the Client, contrary to UAV section 14, paragraph 10, owe the Contractor compensation for the costs actually demonstrably incurred by the Contractor at the time of the dissolution, which will be settled on the basis of the progress of the Work.

8.5 In the event of dissolution on the basis of the provisions of this article in paragraph 1 under b up to and including f, the Principal does not owe the Contractor any compensation for whatever reason, contrary to Article 14, paragraph 10 UAV.

8.6 The provisions of this article do not affect the Client's right to suspend its obligations if the Client has good reason to believe that the Contractor will not or cannot fulfil its obligations.

Article 9 Suspensive conditions

9.1 The provisions of this building contract shall not take effect until this contract has been approved by Principal.

Thus agreed and signed at, dated

Client:

Contractor: