



GENERAL TERMS AND CONDITIONS INSULA PARTNER

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ARTICLE 1 – WHEN DO THESE TERMS AND CONDITIONS APPLY?

These general terms and conditions apply to every contract for services entered into between a private client and Insula Partner.

ARTICLE 2 – WHAT DO CERTAIN TERMS MEAN?

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

a. Private client: the contracting party, a natural person, who is not acting in the course of a trade, business or profession (consumer).

b. Insula Partner: the company *Insula Partner*. Insula Partner acts exclusively in the interest of its client, whereas an estate agent or a valuer acts impartially; Insula Partner is not an estate agent or valuer within the meaning of Italian legislation, but provides advisory and support services only.

c. Nature of Insula Partner's activity or real estate activity: any fiduciary assignments or powers of attorney granted by the client to Insula Partner are intended solely for administrative representation and do not constitute brokerage activity, nor does Insula Partner carry out real estate intermediation within the meaning of Italian Law No. 39 of 3 February 1989.

ARTICLE 3 – HOW DO INSULA PARTNER AND YOU AGREE ON THE ENGAGEMENT?

1. Contract for Services

The cooperation between you and Insula Partner shall be set out in a written contract for services. This contract shall clearly specify, inter alia, the objectives, the expected activities, the planning, and the applicable fees.

2. Performance of the Engagement

Insula Partner shall perform the engagement to the best of its knowledge and ability and in accordance with the standards of good professional practice. The services are deemed to constitute a best-efforts obligation, unless expressly agreed otherwise.

3. Your Cooperation and Duty to Provide Information

You are obliged to provide Insula Partner, in due time and in full, with all information and documents required for the proper performance of the engagement. Failure to provide such information on time may affect the performance and outcome of the engagement.

4. Amendments or Additions

If, during the execution of the engagement, it becomes apparent that adjustments or extensions are necessary, the parties shall consult each other accordingly. Any additional costs shall be discussed in advance and confirmed in writing.

5. Communication and Consultation

Insula Partner shall keep you regularly informed of progress and, where necessary, arrange consultation moments to discuss the steps taken and the results achieved.

ARTICLE 4 – DO YOU HAVE A RIGHT OF WITHDRAWAL?

Insula Partner grants you a five (5) calendar-day cooling-off period after you have confirmed your engagement with Insula Partner.

If you wish to withdraw from the engagement within the cooling-off period, you must notify Insula Partner in writing within that period by e-mail to: info@insula-partner.com.

ARTICLE 5 – WHAT ARE INSULA PARTNER'S OBLIGATIONS?

- Insula Partner shall perform the engagement with due care and professional competence, acting in your best interests.
- Insula Partner shall keep you regularly informed of progress.
- In processing personal data, Insula Partner shall comply with all applicable legal provisions.

- Insula Partner shall not advise or represent both a seller and a buyer in the same real estate transaction, nor shall it act simultaneously for both a landlord and a tenant in respect of the same property. In such case, Insula Partner shall promptly consult the clients involved and suspend or terminate one of the engagements.
- Insula Partner does not negotiate directly a real estate transaction on your behalf but may introduce or advise you regarding its network of lawyers, technical and or land surveyors, within the meaning of Italian Law No. 39 of 3 February 1989.
- Insula Partner shall not conclude any agreement on your behalf unless you have granted written authorisation (power of attorney) to that effect.

ARTICLE 6 – EXCLUSION OF LIABILITY FOR INDIRECT DAMAGES

Insula Partner shall not be liable for any indirect or consequential loss or damage, including – but not limited to – loss of profit, loss of data, reputational damage, or damage arising from delay, technical malfunction or temporary unavailability of services, unless caused by wilful misconduct or gross negligence on the part of Insula Partner.

In addition to the above exclusions, Insula Partner’s liability is also excluded in the following cases:

- consequential damages;
- loss of profits;
- loss of savings;
- loss of goodwill or reputational harm;
- loss or recovery costs of data;
- damage caused by business interruption or delay.

This exclusion applies regardless of the legal basis of the claim and even in the event of ordinary negligence, except in cases of wilful misconduct or gross negligence by Insula Partner.

ARTICLE 6a – PROTECTION OF STAFF All limitations and exclusions of liability contained in these general terms and conditions shall equally apply for the benefit of employees, associates, and freelancers working for or on behalf of Insula Partner.

You may not hold them personally liable outside Insula Partner.

ARTICLE 6b – LIABILITY FOR THIRD PARTIES

Although Insula Partner shall make every reasonable effort to select or recommend only third parties (including but not limited to architects, surveyors, notaries, tax advisers or other professionals) of proven competence and high professionalism, Insula Partner shall not be responsible for the content, quality, accuracy, or execution of the work performed by or through such third parties engaged or recommended by Insula Partner. Full technical, professional, and any other responsibility lies exclusively with the respective third party.

ARTICLE 6c – CLAIMS BY THE CLIENT

The client acknowledges and accepts that any claims arising from errors, omissions or shortcomings in the work of third parties engaged or recommended by or through Insula

Partner may be brought only directly against that third party. Insula Partner and its employees or associates shall not be held liable in this respect, even if invoicing occurs through Insula Partner or if Insula Partner participated in the selection or coordination of the third party.

ARTICLE 6d – RIGHT OF INDEMNITY AND RECOURSE

If Insula Partner or its employees are nevertheless held liable by the client or any third party for damage arising from the acts, omissions, or defaults of any third party engaged or recommended by or through Insula Partner, Insula Partner shall have a full right of indemnity and recourse against such third party.

ARTICLE 6e – EXTENSION TO SUBCONTRACTORS OF THIRD PARTIES

The provisions of Articles 6b to 6d shall likewise apply if the third parties engaged or recommended by or through Insula Partner have performed their work wholly or partly through subcontractors or auxiliary persons.

ARTICLE 6f – PAYMENT BY THE CLIENT

The client's obligation to pay Insula Partner's fees and expenses shall remain independent of any errors or shortcomings by third parties engaged or recommended by or through Insula Partner.

ARTICLE 6g – APPLICABILITY OF LIABILITY LIMITATION

The limitation of Insula Partner's maximum liability as set forth in Article 7 shall apply equally and without restriction to all situations described in Articles 6b to 6f.

ARTICLE 6h – NO SUSPENSION OR SET-OFF

The client shall not be entitled to suspend its payment obligations to Insula Partner or to set off any alleged claim against Insula Partner against any claim it may have against a third party.

ARTICLE 6i – PRECEDENCE CLAUSE

In the event of any inconsistency between the provisions of these general terms and conditions and any other agreement or document between the parties, the provisions of these general terms and conditions shall prevail.

ARTICLE 6j – ESSENTIAL COMPONENT AND CONDITION FOR ENGAGEMENT

All provisions of these general terms and conditions constitute an essential component of the agreement between the parties. The client expressly acknowledges and accepts that these provisions apply unconditionally. Without the full acceptance of these conditions, Insula Partner would not have accepted the engagement and the execution of the assignment would not take place.

ARTICLE 6k – CHOICE OF FORUM This agreement shall be governed exclusively by Dutch law. Any disputes shall be submitted exclusively to the competent court of Rotterdam, the Netherlands, unless the parties agree otherwise in writing.

ARTICLE 7 – MAXIMUM LIABILITY

The total liability of Insula Partner, on any legal ground whatsoever, shall be limited to the amount paid or payable by you to Insula Partner for the relevant service.

This limitation applies to every claim, regardless of its legal basis.

ARTICLE 7a – LIMITATION PERIOD FOR CLAIMS

Any claim by the client against Insula Partner shall lapse unless submitted in writing and with reasoning within eight (8) months from the date on which the client became, or could reasonably have become, aware of the facts giving rise to the claim.

ARTICLE 8 – FORCE MAJEURE

Insula Partner shall not be obliged to perform any obligation towards the client if prevented from doing so as a result of force majeure within the meaning of Article 6:75 of the Dutch Civil Code. Force majeure includes any circumstance beyond Insula Partner's control which temporarily or permanently prevents performance of the agreement, including disruptions in communication networks, pandemics, natural disasters, governmental measures or other external factors.

ARTICLE 9 – INFORMATIONAL AND NON-BINDING SERVICES

All advice, reports or information provided by Insula Partner via its website or during online consultations are for general informational purposes only. Such information does not constitute legal, tax, financial or other professional advice. Insula Partner does not guarantee the accuracy or completeness of such information and accepts no liability for damages resulting from actions taken on the basis thereof, unless expressly agreed otherwise in writing.

ARTICLE 10 – DIGITAL CONTENT AND LIMITATION OF LIABILITY

Digital content and documents provided by Insula Partner, including e-mails, reports, brochures and other online materials, are non-binding and supplied "as is", without any express or implied warranties. The client acknowledges that digital information may be prone to errors and uses such content at their own risk. Insula Partner shall not be liable for damage arising from the use of digital content, except in cases of wilful misconduct or deliberate recklessness.

ARTICLE 11 – WHAT ARE YOUR OBLIGATIONS? You shall provide Insula Partner with all information required for the proper performance of the engagement.

Unless otherwise agreed in writing, you may not undertake any activity that could hinder Insula Partner in the fulfilment of its assignment — for example, by engaging another intermediary simultaneously. You shall enable Insula Partner to comply with its obligations

under the WWFT (Dutch Anti-Money Laundering and Anti-Terrorist Financing Act) and any other legal requirements. If your property or plot is sold and the buyer invokes a suspensive or dissolving condition under the purchase agreement or cancels within the statutory reflection period, you must notify Insula Partner immediately in writing.

ARTICLE 11a – YOUR DUTY TO PROVIDE INFORMATION

You are obliged to provide Insula Partner, timely, completely and accurately, with all information and documents reasonably required for the proper performance of the engagement. If you fail to comply, Insula Partner shall not be liable for any resulting damage and shall be entitled to suspend performance or terminate the agreement.

ARTICLE 12 – WHAT SERVICES DOES INSULA PARTNER PERFORM?

Insula Partner shall perform, for the agreed fee, all services necessary for the proper execution of the engagement. These may include advisory work or other forms of consultancy. All agreed services shall be clearly and concretely set out in writing.

The engagement may include, among others:

- providing guidance on investment opportunities
- supplying information on relevant legislation, regulations and administrative procedures;
- analysing and providing guidance on the investment potential of projects or assets;
- referring clients to experts or specialists in relevant fields, including but not limited to, tax advisors, tax experts, lawyers, grants and EU programmes specialists;
- collecting and structuring information on legal or other relevant aspects and informing clients accordingly, excluding any advice which may fall into a regulated profession under any EU country domestic law;
- assisting in obtaining documentation and certifications relevant to investments.

Where performance requires the involvement of third parties, the provisions of Articles 6b to 6j shall apply in full. The client acknowledges that in such cases, Insula Partner acts solely in a coordinating or facilitating capacity and bears no responsibility for the performance of those third parties.

ARTICLE 13 – REPRESENTATION AND POWER OF ATTORNEY

You may authorise Insula Partner in writing to perform specific acts on your behalf.

Such power of attorney must be clearly defined and separately agreed. The authorisation shall be limited to the actions, scope and duration specified in the relevant document.

Insula Partner undertakes to act diligently and to the best of its ability within the limits of the authority granted. It shall not be liable for any consequences of actions taken outside the granted authority or resulting from incorrect or incomplete information provided by you. You shall indemnify Insula Partner against all third-party claims arising from actions performed within the scope of the granted authority. Insula Partner reserves the right to refuse or revoke any power of attorney if reasonable grounds exist.

ARTICLE 14 – WHEN HAS INSULA PARTNER COMPLETED THE ENGAGEMENT?

Insula Partner shall be deemed to have completed the engagement once it has duly performed the agreed work as described in the engagement confirmation or contract.

ARTICLE 15 – HOW IS THE FEE DETERMINED?

The fee for Insula Partner's services shall be determined in writing prior to the engagement and shall be exclusive of VAT. The fee may vary depending on the nature and scope of the work required. If a fixed fee applies to specific tasks, this shall be clearly communicated to you in advance by Insula Partner.

ARTICLE 16 – WHAT COSTS DOES INSULA PARTNER CHARGE?

In addition to the agreed fee, Insula Partner may charge for incurred expenses such as administrative costs, marketing costs, travel expenses, time-related costs connected with its role as independent advisor and intermediary between you and the Insula Partner network of consultants, or any other specific expenses arising from the engagement. Insula Partner shall inform you of such costs in advance and ensure that they are transparent and clearly explained.

ARTICLE 17 – WHEN IS INSULA PARTNER ENTITLED TO PAYMENT OF FEES AND COSTS?

Insula Partner becomes entitled to payment of its fee and expenses as soon as the agreed work has been duly performed. In cases involving support in dealings with third parties, Insula Partner is entitled to payment once the relevant agreement has been concluded. For valuation activities, payment is due upon delivery of the valuation report.

ARTICLE 18 – WHAT HAPPENS IF YOU DO NOT PAY ON TIME

If you fail to make timely payment, Insula Partner shall be entitled to suspend performance of the engagement until payment is received. If payment remains outstanding after the due date, Insula Partner may charge statutory interest and collection costs in accordance with applicable law and regulations.

ARTICLE 19 – CAN YOU WITHDRAW THE ENGAGEMENT?

You have the right to withdraw the engagement at any time, provided that such withdrawal is made in writing.

In that event, Insula Partner shall be entitled to charge fees and costs for the work already performed up to the time of withdrawal.

ARTICLE 20 – CAN INSULA PARTNER TERMINATE THE ENGAGEMENT?

Insula Partner may terminate the engagement if it considers that it can no longer properly perform the work or safeguard the client's interests. In such case, Insula Partner shall provide written notice explaining the reasons for termination.

ARTICLE 21 – WHAT HAPPENS IF YOU PASS AWAY?

If you, as client, pass away, the engagement shall remain in effect. All rights and obligations under the agreement shall transfer to your heirs, who may choose to continue or terminate the engagement. In either case, the heirs remain obliged to pay Insula Partner for work already performed.

ARTICLE 22 – DO YOU STILL OWE FEES AFTER TERMINATION?

If the engagement is terminated before Insula Partner has completed all work, it may still be entitled to payment for the work already performed. Even if the engagement is terminated due to circumstances beyond Insula Partner's control, such as cancellation of a transaction, Insula Partner remains entitled to payment for services already rendered.

ARTICLE 23 – WHAT HAPPENS IN CASE OF A DISPUTE?

In the event of a dispute, both parties shall first endeavour to resolve the matter amicably. If such consultation fails, the dispute may be submitted to the competent court, unless otherwise agreed in writing.

ARTICLE 24 – HOW ARE DEVIATING AGREEMENTS RECORDED?

Any deviations from these general terms and conditions must be agreed in writing and signed by both parties. Verbal agreements shall not be binding unless confirmed in writing.

ARTICLE 25 – LANGUAGE

The Dutch-language version of these general terms and conditions, as available on the Insula Partner website, is the official and binding version and shall prevail in case of discrepancies or disputes regarding interpretation.