

Caminada Notaries: General Terms and Conditions

The following General Terms and Conditions apply to all services provided under an order for services accepted by **Caminada Notarissen**.

The General Terms and Conditions were adopted by deed, executed on April the 22th, 2020 by Mr A.Q. Blomaard, notary at Rijswijk.

These General Terms and Conditions have been laid down at the registry of the District Court of The Hague under number 2020-8.

1. Caminada Notarissen is a partnership of legal entities which operates an integrated legal practice consisting of civil law notaries. The partnership is the contracted party. The client is the contracting party: one or more natural persons who or legal entities that instruct the partnership to perform services.
2. These General Terms and Conditions also inure to the benefit of the partners of the partnership (including the directors of the professional practice companies that are partners of the partnership) and all other individuals working with, for or on behalf of the partnership.
Third parties engaged for the performance of the services may also rely on these General Terms and Conditions.
3. The provisions of Sections 404 and 407(2) in Book 7 of the Dutch Civil Code are not applicable to orders for services accepted by the partnership.
4. The partnership's liability is limited to the amount paid on the claim in question under the partnership's professional indemnity insurance policy or policies. The partnership's liability for any loss or damage suffered by the client that is not covered by that policy or policies is limited to an amount not exceeding the total amount of the invoices paid by the client for the services that have caused or contributed to the loss or damage.
5. Any entitlement to compensation will in any case lapse twelve months after the event from which the liability arises directly or indirectly. This is without prejudice to Section 89 in Book 6 of the Dutch Civil Code.
6. No claim for compensation may be made against employees of the civil law notary, against other persons who work with, for or on behalf of the

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civil law notary or with whom a collaborative relationship has been established, or against directors of legal entities that are responsible for performing the services or with which a collaborative relationship has been established.

The limitation of liability also applies if the partnership is held liable for loss or damage arising directly or indirectly from failure or malfunction of hardware, software, data files, registers or other items used by the partnership in the performance of the services.

7. If an order for services is given by several persons, each of them will be jointly and severally liable for payment of the invoice for the services performed by the partnership. If an order for services is given by a natural person on behalf of a legal entity, the order is deemed to have been given by such natural person as well.
8. The acceptance without objection of a draft deed prepared by the partnership at the client's request or of personal advice given or other services provided by the partnership implies that an order for services has been given to the partnership, to the extent that an order confirmation has not already been received from the client.

Receipt by the partnership of a purchase agreement stipulating that the transfer deed will be executed before the civil law notary implies that the buyer and the seller have given an order for services to the partnership or to a civil law notary of the partnership to prepare the transfer deed and to perform all services with respect thereto.

If the purchase agreement is cancelled or otherwise does not result in the execution of a transfer deed, the buyer and the seller are obliged to pay the costs incurred by the partnership on behalf of each of them and to compensate the partnership for the services performed in the interests of each of them in preparation for the transfer and the cancellation of any mortgages and seizures.

9. The partnership will always exercise due care when engaging third parties. The partnership will not be liable for any omissions or shortcomings on the part of third parties engaged. The partnership is deemed to have been authorized by the client to accept, on behalf of the client, any limitation of

liability by third parties.

10. Except as otherwise agreed, the fee is calculated on the basis of the number of hours worked on the client's behalf multiplied by the hourly rate charged by the partnership. The partnership is entitled to review the hourly rate each year with effect from 1 January. The partnership may require payment of an advance fee before providing its services. The partnership is also entitled to send interim invoices. Furthermore, the partnership is entitled to set off an amount payable to it against - or to deduct an amount payable to it from - an amount payable to the client, such as sale proceeds, a security deposit (whether or not in the form of a bank guarantee) or any other deposit. Expenses incurred by the partnership (including court fees, advertisement costs, courier costs, including negative interest) will be for the client's account.
11. The partnership may also charge the client for services performed that do not result in a notarial deed. In that case the fee including expenses is calculated as set out above.
12. Invoices must be paid within fourteen days of the invoice date, except as otherwise agreed or otherwise specified by the partnership in the invoice or in an accompanying document. If payment is not made within this period, the client will be in default. In that case, default interest (at the statutory interest rate) and collection costs will be payable by the client. The collection costs are calculated in accordance with the Dutch Extrajudicial Collection Costs (Fees) Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*).
If the client is a legal entity or a natural person acting in the course of his/her business or profession, the collection costs will be fifteen per cent (15%) of the outstanding claim, subject to a minimum of two hundred and fifty euros (EUR 250), in derogation of the Decree referred to above.
13. The Dutch Money Laundering and Terrorist Financing (Prevention) Act (*Wet ter voorkoming van witwassen en financieren van terrorisme*) applies to all services provided by the partnership.

In this connection, the partnership is obliged, inter alia:

- to conduct a client screening in connection with the services to be

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- provided to the client, which includes establishing and verifying the client's identity; and
- to report any unusual situation or transaction to the Financial Intelligence Unit-the Netherlands (*FIU-Nederland*), without informing the parties involved.
14. A debt payable by the partnership on account of payment of a sum of money pursuant to a juristic act laid down in a deed may not be assigned or pledged to another party. Pursuant to the rules of professional ethics and conduct for civil law notaries, the partnership will pay out a sum of money only to someone who is party to the deed and/or who is entitled to the payment pursuant to the juristic act laid down in the deed, except where these rules provide otherwise.
15. The partnership reserves the right to destroy the documents kept on file with respect to the services performed on expiry of a period of seven years from the day following the day of completion of those services.
16. The Regulation on the Complaints and Dispute Settlement Scheme for the Notarial Profession (*Verordening Klachten- en Geschillenregeling Notariaat*) of the Royal Dutch Association of Civil Law Notaries (KNB) applies to all services provided by the partnership. Please refer to www.knb.nl and www.degeschillencommissie.nl. The Disputes Committee for the Notarial Profession (*Geschillencommissie Notariaat*) will not consider a complaint until the partnership's complaints procedure has been completed.
17. The legal relationship between the partnership and the client is governed exclusively by the laws of the Netherlands. Any disputes that are (or must be) submitted to a court are subject to the exclusive jurisdiction of the Dutch courts.