

General Terms and Conditions Notaris Boon, version 2021

1. The notarial practice is a practice with corporate personality. A civil-law notary practising through a practice with corporate personality is the contracted party, hereafter mentioned as: Notaris Boon.
2. All assignments given either directly to Notaris Boon B.V. or to civil law notary mr J.A. Boon, or to individual employees, shall exclusively be accepted and executed by and on behalf of Notaris Boon B.V. The articles 7: 404, 7: 407 paragraph 2 and 7: 409 of the Dutch Civil Code do not apply.
3. These general terms and conditions apply to all legal relationships between the client and Notaris Boon. These general terms and conditions have also been laid down for the directors of the practice with corporate personality and for all the junior civil-law notaries and all other persons working with, for or on behalf of the civil-law notary. In case a new version of these general conditions is issued, that new version will apply in stead of the old version.
4. If an assignment is given by more than one person, each of them is jointly and severally liable for the amounts that are due regarding that contract assignment to Notary Boon. In case of death of the client, his rights and obligations will transfer to the legal successors under universal title. Managing directors, shareholders, (prospective) founders and partners are jointly and severally liable for the fulfilment of the obligations to Notaris Boon and is regarded as a co-client of the legal entity or partnership by which or in respect of which any assignment is given to Notaris Boon (including an instruction to form a legal entity or partnership).
5. If the client fails to (timely) provide the information and/or documents required for the execution of the assignment, or fails in any other way to enable Notaris Boon to execute the assignment or hinders the execution thereof; or if the client is in breach of its financial obligations or if it reasonable to assume that it will do so in the future, Notaris Boon shall be entitled to suspend or terminate the assignment with immediate effect, without any obligation to pay compensation, refund retainers etc.
6. To the services provided by Notary Boon and work performed the Act on Prevention of Money Laundering and Financing of Terrorism (WWFT) applies. The WWFT contains both the obligation to perform client due diligence as the notification. The notary is obliged to report to the Financial Intelligence Unit in Zoetermeer, Netherlands. If the notary proceeds to report an unusual transaction he is not allowed to report to the relevant client. Notary Boon is not liable for the consequences of the notification for the client and for third parties.
7. Notaris Boon shall not be liable for damages caused by shortcomings on the part of external experts or third parties engaged by Notaris Boon. Each instruction to Notaris Boon implies the client's acceptance of any conditions set forth by the external experts or third parties concerned with the purpose of limitation of liability. Notaris Boon is authorized to accept any liability limitation clauses of such third parties and external experts on the client's behalf.
8. The liability of the civil-law notary is limited to the cover for which professional liability insurance has been taken out, plus the excess, if applicable. Minimum standards which the insurance must comply with are included in the applicable Rules of Professional Conduct and Practice. If, for whatever reason, no payment is made under this insurance, the liability of the civil-law notary is limited to an amount equal to the fee charged for the performance of the relevant instruction involving the work from or as a result of which the damage and/or loss has occurred.
9. The limitation of liability also applies if the civil-law notary is held liable for damage and/or loss arising directly or indirectly from the incorrect functioning of the equipment, software, data files, registers or other items used by the civil-law notary in the performance of the instruction.
10. The client expressly grants Notaris Boon permission to provide data and/or documents (including personal data) to third parties appointed by the client (for instance an estate agent, mortgage advisor, bank, accountant, tax-advisor) if this is required for the execution of the assignment.
11. Notice of liability must be preceded by a complaint submitted to Notaris Boon. The complaint must be submitted promptly after the reasons for the complaint have or should reasonably have become clear to the client, in writing and stating grounds, failing which Notaris Boon shall not accept any liability. Every right to compensation will in any case lapse twelve months after the event from which the liability arises either directly or indirectly.
12. The client holds Notaris Boon harmless against all claims from third parties, including reasonable costs of legal assistance, which are in any way connected with or the results of the work done by Notaris Boon in the performance of the instruction.
13. Notaris Boon shall retain sole and exclusive copyright to all documents and such prepared by it and/or supplied to the client or third parties.
14. The civil-law notary will inform the client in good time and clearly of the financial consequences of his engagement. The fee will be determined based on the hours spent on the instruction multiplied by the hourly rate

applied by the civil-law notary, unless otherwise agreed. If the civil-law notary performs work as a result of a purchase agreement, the parties will be charged the fee as agreed by the parties in the purchase agreement. If nothing has been agreed in this respect, the civil-law notary will charge the purchaser the fee. The civil-law notary will inform the client in good time if more costs will be charged than agreed on..

15. An instruction will be deemed to have been accepted:

- 1) if the client has received confirmation of the instruction from the contracted party; or
- 2) if the client takes receipt of either a draft deed drawn up on behalf of the civil-law notary at the client's request or of a personal advice that has been given; or
- 3) if the civil-law notary receives a purchase agreement stipulating that the civil-law notary will execute the deed of transfer and commences all the related work.

16.a. When a client prematurely terminates the assignment, Notaris Boon is entitled to claim payment of his fees on the basis of the time spent by Notaris Boon on the assignment, at the usual hourly rates of the firm, unless the client and Notaris Boon have agreed otherwise in writing.

16.b. Contrary to the above, if the appointment for the execution of notarial deed(s) can not take place two days or less before the agreed time of execution of the relevant notarial deed(s) and if it is determined that the assigned work will not be completed, Notaris Boon is entitled to claim from the client payment regarding sub 16.a. mentioned assigned work of ninety percent (90%) of the agreed fee for the assignment (including clause regarding extra work).

16.c. If no fee has been agreed to, Notaris Boon is entitled to claim from the client in the case mentioned in sub 16.b., ninety percent (90%) of the offer rate (including clause regarding extra work) that Notary Boon charges at the start of the assigned work.

17. Payment must be made within the terms for payment indicated on the invoices and, if no such period is indicated within fourteen days of the invoice date. Possible complaints about invoices must also be made within the terms for payment indicated on the invoice, in the absence whereof the right to complain lapses. In the absence of payment in good time, the client is in default and is due the statutory interest ("wettelijke handelsrente") according to article 6:119a of the Dutch Civil Code. In case of non-payment after demand for payment, the extrajudicial collection costs in the amount of 15% of the amount payable will be due to Notaris Boon with a minimum of € 250,00 excluding VAT.

18. The hourly rates of (employees of) Notaris Boon will be indexed yearly as per January 1st. The hourly rates are rounded off in whole euro's.

19. Notaris Boon pays the client who has deposited funds in the Third Party Account of Notaris Boon an interest equal to the interest that the Bank reimburses on that Third Party Account, in proportion to the time that those funds have been deposited in that Third Party Account. If the Bank charges negative interest on the funds deposited in that Quality Account of Notaris Boon, Notaris Boon may charge the client who has deposited funds in that Third Party Account, that negative interest, in proportion to the time that those funds have been deposited into that Quality Account.

20. The civil-law notary will comply with all existing rules of professional conduct and practice. An explanation of these rules can be found in the consumer brochure 'Spelregels voor notaris en consument' (Rules of the game for civil-law notaries and consumers), prepared by the Dutch Royal Notarial Association in consultation with the Dutch Consumer's Association and the Dutch Association of (Prospective) Home Owners. This brochure can be found on www.knb.nl and can be provided on request.

21. A Complaints and Dispute Settlement Procedure for the Notarial Profession applies. This can be found on www.knb.nl and www.degeschillencommissie.nl. The Disputes Committee for the Notarial Profession will not deal with a complaint until the office complaints procedure has been completed.

22. Dutch law will apply to the services provided and to any claim for liability. Any disputes will be settled exclusively by the Dutch courts or the Disputes Committee.

23. These general terms and conditions are available in both Dutch and English. In the event of these versions are conflicting, the Dutch text shall supersede.