

**GENERAL TERMS AND CONDITIONS of Notaris Boon B.V.,
Version: 2023.01**

Definitions

In these General Terms and Conditions, the following terms will have the following meanings:

- **"NB"**: Notaris Boon B.V., a private limited company, trading under the name 'Notaris Boon', having its registered office in Lisse, the Netherlands, and listed in the Trade Register under number 28114100;
- **"Royal Dutch Association of Civil-law Notaries"**: the Royal Dutch Association of Civil-law Notaries [*Koninklijke Notariële Beroepsorganisatie*], having its registered office at Spui 184 in (2511 BW) The Hague, the Netherlands;
- **"Client"**: the client, that is, one or more natural persons or legal entities which have given NB an assignment to perform work. The incorporators of a client-company will be co-liable in addition to this Client for the performance of this Client's obligations ensuing from the assignment to NB;
- **"Contractor"**: NB;
- **"Civil-Law Notaries Act"**: the Dutch Civil-Law Notaries Act [*Wet op het notarisambt*];
- **"Money Laundering and Terrorist Financing (Prevention) Act"**: the Dutch Money Laundering and Terrorist Financing (Prevention) Act' [*Wet ter voorkoming van witwassen en financieren van terrorisme*].
- **"AVG"**: General Data Protection Regulation (GDPR) [*Algemene Verordening Gegevensbescherming*].

Article 1 Applicability of these General Terms and Conditions

1. These Terms and Conditions will, to the exclusion of any other general terms and conditions, apply to any quotes issued, assignments accepted and follow-up assignments (related to the earlier assignment or not) by NB, any other work by NB, as well as any other legal relationships between NB and third parties.
2. These General Terms and Conditions have also been stipulated for the benefit of third parties engaged by NB to perform the assignment (including third parties with which NB has entered into a partnership), as well as all Civil-law Notaries, Assistant Civil-law Notaries, and any other persons who work or have worked for or on behalf of NB including the shareholder(s) and/or managing director(s) of NB and the shareholder(s) and/or managing director(s) of holding companies of NB and their legal successors.

Article 2 Contract for services

1. The legal relationship between NB and the Client will be a contract for services within the meaning of Section 7:400 et seq. of the Dutch Civil Code [*BW*], with NB undertaking to the Client to perform certain services.
2. The contract for services will be entered into for an indefinite period of time, unless the substance, nature or effect of the assignment suggests otherwise.
3. NB is made up of civil-law notaries and his/their professional companies. The assignment will solely be deemed to have been furnished to and accepted by or for NB, and the services will solely be rendered for NB. Sections 7:404, 407(2) and 409 of the Dutch Civil Code [*BW*] will expressly not apply, even if the intention (tacit or otherwise) is that an assignment will be performed by a specific person.
4. If an assignment is furnished to more than one (1) person, each of them will be jointly and severally liable for the amounts owed to NB under that assignment.
5. If the Client dies, its rights and obligations will pass to its legal successors under universal title.
6. An assignment will also be deemed to have been accepted if confirmation of the assignment from the Client has not been received and the Client takes receipt of a draft deed drawn up or a personal opinion issued on NB's behalf (in person or digitally) or if NB receives an agreement which states that a civil-law notary affiliated with NB must draw up and/or execute the deeds related to this agreement.

7. The assignment furnished will be performed exclusively for the Client. Third parties may not derive any rights from the substance of the work performed.

Article 3 Fee and costs

1. Unless agreed otherwise, the fee will be determined based on the time spent on the assignment multiplied by the hourly rate normally applied by NB for the person handling the matter, plus third-party costs. The hourly rate will be determined again each year (effective 1 January).
2. NB may not charge the costs of its work against another assignment, another portion of the assignment or another party besides the Client.
3. NB may charge the Client even for work performed by it which does not ultimately result in a deed or opinion. The fee will be determined as stated above.
4. If NB's work is based on an agreement, NB will charge its fee consistent with the provisions agreed on by the parties in the relevant agreement about who must pay the notarial costs and in the absence of such a provision in the agreement with the buyer.
5. NB may charge costs to a party asking for a regular copy and/or executory copy of a deed or duplicate of documents held by NB, expressly including invoices and fee statements.
6. In performing the assignment, NB may engage third parties at the Client's expense and risk. The choice of the third parties to be engaged by NB will, where possible, be made in consultation with the client and with the necessary due care. NB will not be liable for breaches by these third parties. The Client will provide NB a power of attorney to enter into an agreement for and on behalf of it with the third party concerned and to accept for and on behalf of it any limitations on liability stipulated by third parties. Third-party costs will be paid by the Client.

Article 4 Payment

1. Unless stated otherwise, the fee owed and any disbursements must be in NB's possession by the date that the deed is signed, and specifically before the time of signing, if a transfer of funds is associated with the deed. If the latter condition does not apply, an invoice must be paid within fourteen (14) days after it is sent.
2. All payments must be made without suspension and/or set-off.
3. NB may invoice the work performed by it for a Client on an interim basis. Disbursements and fee statements by third parties may be charged immediately. NB may also charge an advance on the fee and disbursements. These interim and advance invoices must be paid within fourteen (14) days after they are sent, too.
4. The correctness of invoices and fee statements may only be disputed if this occurs within thirty (30) days of the invoice date.
5. If a payment period is exceeded, the Client will be in default and will be liable for any costs incurred by NB in relation to collection. The Client will also owe interest from the time of default on the principal and costs owed by the Client. The interest will be one percent (1%) per month, with a portion of a month being considered a full month.
6. Unless the Client immediately objects in writing, NB may set off the distributable share of the balance in the NB third-party account to which the Client is entitled against what the Client owes NB, or use this share to pay such amount.
7. Any out-of-court costs relating to collection of the fee statements will – with a minimum of fifteen percent (15%) of the amount to be collected – be paid by the Client, along with the court costs. If the Client is a natural person not acting in the capacity of practising a profession or operating a company, these out-of-court costs will, notwithstanding the provisions in the previous sentence, be calculated in accordance with the scale in the Dutch Extrajudicial Collection Costs (Fees) Decree [*Besluit vergoeding voor buitengerechtelijke incassokosten*], under which Decree these costs are always at least EUR 40.

Article 5 Payment and management of funds

1. A claim against NB on account of the payment of funds pursuant to the legal act stated in a deed may not be assigned or pledged. Based on the rules of professional conduct and practice regulation for the notarial profession, NB will only pay funds to the person that acts as a party to the deed and/or can claim payment pursuant to the legal act stated in the deed, except if these rules provide otherwise.
2. In performing assignments, NB may maintain possession of funds. NB will deposit these funds to a bank account referred to in Section 25 of the Civil-Law Notaries Act, 'third-party account'. NB will not be liable if the bank does not fulfil its obligations.
3. In accordance with Section 15 of the Rules of Professional Conduct and Practice Regulation [*Verordening beroeps- en gedragsregels*] (which Rules are based on Section 61 of the Civil-Law Notaries Act), NB will pay the interest received on funds administered by it for the long term to the party entitled to this, with deduction of the costs. For clarity's sake, NB hereby states, for purposes of these Rules, that it will pay interest if the funds are administered by it for six (6) days or longer. If NB administers funds and the bank charges NB interest or other costs on these funds, NB will pass on this interest and these costs to the party entitled to the funds. Unless agreed otherwise, the interest charged or to be charged by the bank on the funds administered by NB will be charged or passed on by NB at a fixed rate.

Article 6 Liability of NB

1. If one (1) or more mistakes are made in the work performed to carry out the assignment given to NB, the total compensation to be paid to the Clients and third parties regarding this work will be limited to the amount which NB is entitled to as a benefit under the (professional liability) insurance taken out by NB or its civil-law notaries. The applicable Rules of Professional Conduct and Practice Regulation include minimum standards which the insurance must satisfy.
2. The limitation on liability described in paragraph 1 will, without exception, likewise apply if NB is liable for mistakes by third parties engaged by it or for the improper performance/use of equipment, software, data files, registers or other items used by it to perform the assignment.
3. The limitation on liability described in paragraph 1 will also apply if NB has wrongly refused to provide service and damage ensues from this.
4. Any right to compensation will in any event lapse 12 months after the event from which the liability directly or indirectly ensues; the provisions in Section 6:89, Dutch Civil Code, will not be excluded.
5. The limitation on liability mentioned in this Article will apply, too, if a message sent digitally is not conveyed and/or received properly or completely or not on time.
6. Any claim for compensation may not be filed against NB's employees and/or civil-law notaries or against other persons working for or on behalf of NB or with whom a partnership has been entered into or against the shareholder(s) and/or managing director(s) of legal entities which are responsible for performing work or with which a partnership has been entered into.
7. Any assertion of liability must be preceded by a complaint filed with NB's complaints officer. The complaint must be timely submitted in writing, with a statement of reasons, failing which NB will not accept any liability whatsoever.

Article 7 Applicable rules of professional conduct and practice regulation, the Money Laundering and Terrorist Financing (Prevention) Act and General Data Protection Regulation

1. NB will comply with any rules of professional conduct and practice regulation applicable to it and the civil-law notaries and employees working for it. The brochure 'Rules for Civil-Law Notaries and Consumers' [*Spelregels voor notaris en consument*] written by the Royal Dutch Association of Civil-law Notaries explains these rules. This brochure is available at www.knb.nl and will be furnished by NB upon request.
2. In performing the assignment, NB will comply with the provisions in the Money Laundering and Terrorist Financing (Prevention) Act. In this connection, NB must conduct a client screening, which screening will include determining and verifying the Client's identity. Under the aforementioned Act, NB may also be required to report situations or transactions of an unusual nature to the Financial Intelligence Unit-Netherlands (FIU-Netherlands). NB may not, by law, inform its client of such a report. NB cannot be held liable for damage which a Client has suffered, suffers or will suffer as a result of a report wrongly made in connection with the Money Laundering and Terrorist Financing (Prevention) Act, unless there has been wilful misconduct or gross negligence by NB.
3. By furnishing the assignment, the Client will thereby confirm that it is aware of the aforementioned obligations under the Money Laundering and Terrorist Financing (Prevention) Act, and the Client will, insofar as necessary, grant NB permission to perform the necessary actions.
4. By furnishing the assignment, the Client also confirms that it is aware of the fact that NB collects data from those who are directly or indirectly involved in the assignment performed by NB. The NB website contains the privacy statement that explains how the office handles personal data in the context of the GDPR.

Article 8 Applicable law, complaints and dispute settlement scheme, dispute resolution

1. Dutch law will solely apply to the assignment, the services and any assertions of liability. These General Terms and Conditions are in both Dutch and English. If there is a dispute about the content or purpose, the Dutch text will be binding.
2. The external Complaints and Dispute Settlement Scheme for the Notarial Profession [*Klachten- en Geschillenregeling Notariaat*] (see www.knb.nl) and NB's internal Complaints and Dispute Settlement Scheme will apply to the services rendered by the Civil-law Notaries. NB's internal Complaints and Dispute Settlement Scheme may be requested from NB.
3. Before filing a complaint, the Client must, under the external Complaints and Dispute Settlement Scheme, the Client first has to file a complaint through the internal NB Complaints and Dispute Settlement Scheme. The Client hereby states that it agrees that it may not derive any rights from a decision under a Complaints and Dispute Settlement Scheme with respect to civil proceedings relating to this complaint.
4. If, in the Client's opinion, the complaint has not been dealt with by NB in a satisfactory or sufficiently satisfactory way, the Client will – after informing NB's complaints officer – have the option of applying to, insofar as a complaint as referred to in the Disputes Committee Rules for the Notarial Profession [*Reglement Geschillencommissie Notariaat*] is involved, the Disputes Committee of the Royal Dutch Association of Civil-law Notaries, or, for disciplinary complaints, the relevant Division for Notarial Matters [*Kamer voor het Notariaat*] (see also www.knb.nl and www.degeschillencommissie.nl).
5. As regards resolution of disputes by the civil court, the Dutch court where NB has its place of business will have exclusive jurisdiction, on the understanding that the Client may apply to the Disputes Committee in accordance with the preceding paragraphs.