

**GENERAL TERMS AND CONDITIONS BEURS NOTARIS B.V.**

1. Beurs Notaris B.V. is a Dutch limited liability company, with its principal place of business in Rotterdam, the Netherlands (Beurs Notaris B.V. hereinafter: "Beurs").
2. These general terms and conditions apply to all legal relationship of Beurs with you.
3. Only Beurs accepts and carries out assignments. This also applies if it is the tacit or express intention that the assignment will be carried out by a specific person. Articles 7:404 Dutch Civil Code (in which provisions are set out that apply in the event it is the intention that an assignment is carried out by a specific person) and 7:407(2) Dutch Civil Code (which establishes joint liability in the event an assignment is given to two or more persons) do not apply.
4. These general terms and conditions can also be invoked by the natural persons and legal entities that are directly or indirectly affiliated to Beurs and that have been engaged in any way whatsoever in the provision of services by or on behalf of Beurs. This provision applies as an irrevocable third-party clause for no consideration towards them within the meaning of article 6:253 Dutch Civil Code.
5. The liability of Beurs is limited to the amount which is paid out under its professional liability policy in the matter concerned, plus the amount of the deductible, if any. If for any reason whatsoever no payment under this policy is made, the total liability of Beurs for all acts or omissions in a certain matter will be limited to the fees charged in that matter in that year, up to a maximum of € 5,000.00 in that matter for all years together.
6. Any right to compensation of damages comes to an end in any case twelve months after the event that directly or indirectly gives rise to liability; this does not exclude the provisions set out in article 6:89 Dutch Civil Code.
7. The following individuals and entities are not liable to you: (i) former, current and future civil-law notaries and partners of Beurs and (ii) individuals who work for and are affiliated to Beurs or those mentioned in (i), such as employees, consultants, trainees, temporary workers and freelancers (in the past, present or future).
8. All electronic communications, including email, are regarded as written communications. You acknowledge that electronic communications are not safe and can be intercepted, manipulated, infected, delayed or misdirected, including by viruses and spam filters. Beurs is not liable for the fact that electronic communications are not safe and is also not liable for electronic communications being intercepted, manipulated, infected, delayed or misdirected, including by viruses and spam filters.
9. Beurs provides its services subject to the Dutch Money Laundering and Terrorist Financing (Prevention) Act. In that context, civil-law notaries are obliged, among other things, to:
  - a. conduct a 'client screening' in connection with the provision of services to you, which screening includes, among other things, determining and verifying your identity; and
  - b. notify the relevant authorities without the knowledge of the parties involved in the assignment if an unusual situation or transaction occurs.

10. Beurs is entitled to process, store and share your data, including personal data, with anyone within Beurs's organisation in connection with the legal relationship between Beurs and you and for the purpose of customer relationship management.
11. You irrevocably agree that Beurs may engage third parties, at its own expense or at your expense and in its own name or in your name, to supply products or services subject to the conditions of that third party. Beurs is not liable for any act or omission of a third party, other than for the acts or omissions of an individual or entity mentioned in article 7 that can be attributed to Beurs.
12. If an assignment is given by more than one person, each of them will be jointly and severally liable for the payment of the invoice to Beurs. If the assignment is given by a natural person on behalf of a legal entity, the assignment is deemed to have been given by that natural person as well.
13. Beurs is entitled to adjust the hourly rates that it charges at regular intervals (as of 1 January of each year).
14. Invoices must be paid within fourteen days after the invoice date, unless otherwise agreed or specified on the invoice by Beurs. If the payment term is exceeded, you will be in default. In that case, you will owe statutory interest and collection costs.
15. The collection costs will be calculated based on the Extrajudicial Collection Costs (Fees) Decree. If you are a legal entity or a natural person who acts in the course of a profession or business, contrary to the decree mentioned above, you will owe, by way of collection costs, 15% of the outstanding claim, subject to a minimum of €250.00.
16. The provision of our services is subject to the Complaints and Dispute Settlement Scheme for the Notarial Profession. For more information, please visit [www.knb.nl](http://www.knb.nl) and [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl).
17. Beurs may change these general terms and conditions at any time and without prior notice. The changed terms and conditions will apply to all subsequent legal relationships between Beurs and you. The changed terms and conditions are deemed to have been accepted if you have not objected to them within 14 days after the changed terms and conditions have been sent to you or after you became aware of them.
18. All legal relationships between Beurs and you are governed by Dutch law. Only the court of Rotterdam will have jurisdiction to hear any dispute between Beurs and you.