

Article 1 Contractor

1. NOTARIS HOUTEPEN is the trade name of the private limited company Excalibur B.V., a firm with corporate personality, with its principal place of business in Eindhoven.
2. All assignments are deemed to have been granted exclusively to and accepted by NOTARIS HOUTEPEN, also in case it is the express or tacit intention for the assignment to be performed by a specific person. The scope of section 7:404 Dutch Civil Code (DCC) which provides for the latter, and, insofar as applicable, the scope of section 7:407 subsection 2 DCC which establishes joint and several liability in case an assignment has been granted to two or more persons, is excluded fully.
3. NOTARIS HOUTEPEN is entitled to have assignments that it has been granted performed by any partners or employees of NOTARIS HOUTEPEN designated by NOTARIS HOUTEPEN and under his responsibility, and, when required, to engage third parties.
4. NOTARIS HOUTEPEN carries out assignments on behalf of the client only. Third parties may not derive any rights from an assignment, from the actual work carried out or from the way in which the assignment has been carried out or not carried out. A client may not transfer the rights pertaining to an assignment to third parties, under whatever title, other than with the express written prior permission from NOTARIS HOUTEPEN.

Article 2 Applicability

These general terms and conditions apply to the services provided by NOTARIS HOUTEPEN.

Article 3 Liability of the civil-law notary

1. In the unlikely event that in the execution of an assignment something occurs – including failure to act – which results in liability, such liability will be limited to the amount or amounts to which the liability insurance taken out by NOTARIS HOUTEPEN entitles NOTARIS HOUTEPEN, increased with the excess that NOTARIS HOUTEPEN bears under this liability insurance. If the execution of an assignment or the assignment causes damage to persons or items of property for which NOTARIS HOUTEPEN bears liability in any other way, this liability will also be limited to the amount/amounts referred to in the previous sentence.
The civil-law notary affiliated with NOTARIS HOUTEPEN is a member of the Dutch Royal Notarial Association (KNB) and meets the obligation to be insured as required by the KNB.
In case, for whatever reason, no payment should be made by virtue of the insurance referred to, all liability will be limited to no more than the notarial fee that was charged for the service in question that was provided.
2. The restriction of liability described in paragraph 1 also applies in the event that NOTARIS HOUTEPEN is liable for the unreliable performance of equipment, such as software, databases, registers or any other items of property, used by NOTARIS HOUTEPEN for the execution of the assignment, none excluded. The restriction of liability described in paragraph 1 also applies in case an assignment was wrongly refused and damage ensued from this refusal.
3. When employing third parties, NOTARIS HOUTEPEN will consult with the client as much as possible. NOTARIS HOUTEPEN cannot be held liable in the unlikely event that third parties that have been employed fail to perform and is entitled to accept a possible restriction of liability on the part of the third party employed by NOTARIS HOUTEPEN, without prior consultation and also on behalf of the client.

Article 4 Assignment and fees

1. The non-contested receipt of a draft deed or deed drawn up by NOTARIS HOUTEPEN at the request of a client, implies acknowledgement of the granting of an assignment with applicability of these general terms and conditions.
2. Activities that are carried out which do not eventually result in a notarial deed also constitute an assignment. NOTARIS HOUTEPEN is authorised to invoice based on the time spent on the assignment by NOTARIS HOUTEPEN and any possible third parties with respect to these activities and also with respect to an assignment that was cancelled, unless the client and NOTARIS HOUTEPEN have agreed otherwise, in writing or otherwise. Expenses incurred and advance monies paid must always be reimbursed.
3. The services provided will be charged for at the full-service fees as usual for the services in question at the firm of NOTARIS HOUTEPEN, unless the client and NOTARIS HOUTEPEN have agreed otherwise, in writing or otherwise. NOTARIS HOUTEPEN reserves the right to amend agreed fees and hourly rates annually, effective 1 January.
4. In case more activities are carried out than the usual activities, NOTARIS HOUTEPEN is entitled to invoice a higher amount than the amount agreed on. The party in question will be informed of this timely. In case this additional work is caused by or due to one single party, in the sole opinion of NOTARIS HOUTEPEN, NOTARIS HOUTEPEN is entitled to invoice this party for this additional work, without prejudice to the liability of the other party towards NOTARIS HOUTEPEN.
5. NOTARIS HOUTEPEN is entitled to invoice before the work has been completed and/or to invoice for advances. NOTARIS HOUTEPEN may also require that, prior to the execution of the deed, the client makes a payment or interim payment for the charges, i.e. the fee and advance monies, if applicable, and/or that an irrevocable authorisation for a one-off collection of the payment is granted. The charges may not be charged at the expense of another assignment, at the expense of another part of the assignment or to anyone but the client.

Article 5 Liability client

1. In case an assignment is granted by more than one person, each of these persons will be jointly and severally liable for the payment of the charges, i.e. the fee and any advance monies, which are owed to NOTARIS HOUTEPEN on account of that assignment.
2. In case the assignment is granted by a natural person on behalf of a legal entity, and in case this natural person may be deemed the policymaker or one of the policymakers of this legal entity, or in case the legal entity in question is represented without authorisation, the natural person in question will also be deemed the client in his private capacity. In case of non-payment by the legal entity, the natural person will, therefore, be personally liable for the payment of the invoice, irrespective of whether this invoice, at the request of the client or otherwise, was drawn up in the name of a legal entity or in the name of the client as a natural person.
3. In case of death of the client, his rights and obligations will transfer to his assignees under universal title.

Article 6 Payment

Payment of the charges, i.e. the fee and advance monies, must be made within 14 (fourteen) days after the date of invoice, without suspension or set-off being permitted, unless agreed otherwise or mentioned otherwise. If this term is exceeded, the client will be in default *de jure* without a notice of default being required, and without suspension or set-off being permitted, while the statutory interest for overdue payment pursuant to section 6:119a DCC will be owed. The client who has been requested, by way of an invoice or in any other way in writing, to pay the fee or advance monies and from whom no payment has been received on the due date, will be liable for the expenses that the civil-law notary will incur from the time of

expiry of the due date, in and out of court, for the purpose of collecting the amount owed to him, as well as in respect to the time spent by NOTARIS HOUTEPEN, on the basis of the usual hourly rate for the person in question, charged by NOTARIS HOUTEPEN. If the client is in default, NOTARIS HOUTEPEN is entitled to terminate the assignment immediately and unilaterally, without this resulting in liability for compensation.

Article 7 Digital storage

NOTARIS HOUTEPEN reserves the right to scan documents that are received as hard copies, to include these in digital form in the case file, to save these digitally, and to destroy the documents received as hard copies, insofar as the sender has not requested to have these hard copies returned after the work has been completed.

Article 8 Trust account

1. While carrying out the assignment, NOTARIS HOUTEPEN may receive money from the client or third parties. NOTARIS HOUTEPEN will transfer these monies to one or more banks selected by NOTARIS HOUTEPEN. NOTARIS HOUTEPEN cannot be held liable for the non-performance of the obligations of the bank in question.
2. When taking receipt of monies, NOTARIS HOUTEPEN is bound to the Cash Regulations, *inter alia*. NOTARIS HOUTEPEN may not accept amounts in cash of two thousand five hundred euros or more. NOTARIS HOUTEPEN reserves the right to refuse payment of monies in cash, in all cases. In case of payment in cash of amounts that exceed one thousand euros, NOTARIS HOUTEPEN is entitled to pass on the payment charges that the bank charges to the client.
3. When paying monies, NOTARIS HOUTEPEN must observe, *inter alia*, the Policy Regulation Restriction of Payment of Monies to Third Parties or legislation that replaces this policy regulation. NOTARIS HOUTEPEN is, by virtue of this policy regulation, in principle obliged and/or reserves the right to only pay monies to the person who acts as a party to the deed and who may claim payment by virtue of the legal act as set down in the deed and not to make other payments on behalf of and/or for that party or a third party.

Article 9 Interest payment

1. Interest will be paid on third-party monies held in the designated account of NOTARIS HOUTEPEN which is equal to the interest rate that is paid by the bank in question. Any changes in interest rates will be passed on. In case funds are held in the designated account for no longer than five days, no interest will be paid. In case and insofar as the interest in the designated account is negative, the interest that is owed by NOTARIS HOUTEPEN in this matter to the bank must be reimbursed to NOTARIS HOUTEPEN in proportion to the time that has lapsed.
2. In accordance with the Notaries Act and the Royal Notarial Association (KNB) code of conduct, third-party monies must be withdrawable at any moment. This may mean that the interest rates are much lower than you are used to receiving in your savings account or current account.
3. NOTARIS HOUTEPEN is entitled to charge an administration fee for the management of the trust accounts. In respect to estates and deposit agreements, separate agreements will be made. In case no separate agreement has been made, this paragraph will apply.

Article 10 Act on the Prevention of Money Laundering and Financing of Terrorism

1. When carrying out the assignment, NOTARIS HOUTEPEN will observe, *inter alia*, the provisions in the Act on the Prevention of Money Laundering and Financing of Terrorism. Pursuant to this act, NOTARIS HOUTEPEN is obliged to establish and verify the identity of its clients. By virtue of said act, NOTARIS HOUTEPEN may also be obliged to report unusual situations or transactions. The act provides that NOTARIS

- HOUTEPEN may not inform its client of its reporting of such situations or transactions.
2. NOTARIS HOUTEPEN will never be held liable for losses suffered by a client, or losses to be suffered by a client, as a result of wrongful reporting, pursuant to the Act on the Prevention of Money Laundering and Financing of Terrorism, unless NOTARIS HOUTEPEN has acted with intent or gross negligence.
 3. By granting the assignment, clients confirm that they are aware of the aforementioned obligations ensuing from the Act on the Prevention of Money Laundering and Financing of Terrorism and, insofar as this is required, they give permission to NOTARIS HOUTEPEN to carry out the acts required.

Article 11 Complaints

In case the client has any complaints regarding NOTARIS HOUTEPEN he will first put these complaints to NOTARIS HOUTEPEN. If the client is of the opinion that there is no response, or the response is not sufficiently satisfactory, the client may take his complaint to:

- the Koninklijke Notariële Beroepsorganisatie (www.knb.nl) (Royal Notarial Association);
- the Dispute Resolution Committee (www.degeschillencommissie.nl);
- the Civil-law Notaries Disciplinary Board, and/or
- the civil court.

Article 12 Choice of law

The legal relationship between NOTARIS HOUTEPEN and its client is governed solely by Dutch law. Any disputes will be tried exclusively by the competent Dutch court or the Civil-law Notaries Arbitration Board.

Article 13 Other clauses

1. A demand against NOTARIS HOUTEPEN or an affiliated civil-law notary may not be transferred or pledged.
2. All rights to action and other powers on any other basis towards NOTARIS HOUTEPEN related to work carried out by NOTARIS HOUTEPEN will lapse, at any rate, twelve months after the date on which the person concerned became aware of or could have reasonably become aware of the relevant rights and powers.
3. All clauses of these General Terms and Conditions also pertain to possible partners of NOTARIS HOUTEPEN, as well as to the director/directors of the firm/firms with legal personality and to the civil-law notary/notaries, junior civil-law notary/notaries and of all the other persons who are employed by, for or on behalf of NOTARIS HOUTEPEN. This also applies to former partners and employees, including their possible heirs, in case they are held liable after they have left the employ of NOTARIS HOUTEPEN.
4. Granting the assignment constitutes the client's agreement with these General Terms and Conditions.