



HERMANS & SCHUTTEVAER
NOTARISSEN ADVISEURS MEDIATORS

Unofficial translation of the general terms and conditions of Hermans & Schuttevaer Notarissen N.V. When provisions of the general terms and conditions in Dutch are contrary to the provisions of this translation, the Dutch provisions will prevail.

GENERAL TERMS AND CONDITIONS

Hermans & Schuttevaer Notarissen N.V.

1. Hermans & Schuttevaer is a public limited company with its registered office in Utrecht.
2. All assignments will be accepted and carried out exclusively by Hermans & Schuttevaer. The applicability of Sections 7:404 and 7:407 (2) of the Dutch Civil Code (Burgerlijk Wetboek, BW) is excluded.
3. Hermans & Schuttevaer will have the right to cause assignments to be carried out under its responsibility by shareholders and employees to be designated by it and to engage third parties in this respect. When engaging third parties, Hermans & Schuttevaer will, whenever possible, first consult with the client for whom the third party is to be engaged. Hermans & Schuttevaer will not be liable for any shortcomings of whatever nature on the part of these third parties and will have the right, without first consulting the client and on the client's behalf, to accept any limitation of liability on the party of any third party it has engaged.
4. Any liability on the part of Hermans & Schuttevaer will be limited to an amount equivalent to the insurance payment to be received by Hermans & Schuttevaer plus the excess payable by Hermans & Schuttevaer under this insurance policy. In the event that Hermans & Schuttevaer is not covered for the loss under any insurance policy, liability will be limited to a maximum of € 150,000.
5. The undisputed receipt of a deed or draft deed prepared by Hermans & Schuttevaer at the client's request implies acknowledgment of an assignment having been given.
6. In the event that the assignment is given by a natural person on behalf of a legal entity, this natural person will, if he or she can be regarded as a (co-)policymaker of the relevant legal entity, also be the client in his or her private capacity. In the event of non-payment by the legal entity, the relevant natural person will therefore be personally liable for the payment of the fee statement, irrespective of whether this fee statement, at the client's request or otherwise, has been made out in the name of a legal entity or in the name of the client as a natural person.
7. Hermans & Schuttevaer reserves the right to adjust agreed rates or hourly rates annually with effect from 1 January.
8. Hermans & Schuttevaer's fee statements must be paid within 14 days of the date of invoice. If this period is exceeded, the client will be in default without any notice of default being required and without any reliance on suspension or setoff being permitted. If the client defaults on payment, Hermans & Schuttevaer will have the right to terminate the assignment immediately and unilaterally, without this resulting in any liability for compensation. In the event that any collection measures are taken against the defaulting client, the costs of such collection will be payable by the client in full.



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In addition, Hermans & Schuttevaer may:

- request the client to pay an advance fee statement before any work is commenced;
- if required, issue an interim fee statement for its work;
- require that, prior to the deed being passed, the client pay an interim fee statement or provide a once-only irrevocable direct debit mandate for the payment of the fee statement.

9. In conducting transactions, Hermans & Schuttevaer reserves the right only to pay money to the person acting as party to the deed and able to claim payment by virtue of the legal act laid down in the deed, and not to make any other payments on behalf of or for this party or any third party.
10. Hermans & Schuttevaer reserves the right to destroy the documents kept on file in connection with the assignment five years after commencement of the day following the day on which its work on the file is terminated.
11. Any rights of action and other powers, of whatever nature, which the client may invoke against Hermans & Schuttevaer will in any case be extinguished one year after the date on which the client became or in all reasonableness could have become aware of the existence of these rights and powers.
12. The provisions of these general terms and conditions have not only been stipulated for Hermans & Schuttevaer but also for its shareholders, directors and directors of shareholders and for the (candidate) civil law notaries and all other persons working for Hermans & Schuttevaer now or in the past in any manner whatsoever, including their legal successors.
13. The legal relationship between Hermans & Schuttevaer and the client, as well as any parties using its services, are governed by Dutch law. The complaints and dispute resolution for civil law notaries applies to our services. See the websites degeschillencommissie.nl (Dutch Foundation for Consumer Complaints Boards) and www.knb.nl (the Royal Netherlands Notarial Organisation).
14. The majority of Hermans & Schuttevaer's services come under the scope of the Money Laundering and Terrorist Financing (Prevention) Act. The preparer of the deed may therefore be obliged to report situations or transactions of an unusual nature to the office of the Financial Intelligence Unit – Netherlands (fiu-nederland.nl). In accordance with the law, the preparer of the deed may not inform the client of the fact that such a report has been made. In giving the assignment, the client agrees to this.