



General Terms and Conditions of Schut Notarissen B.V.

General

1. Schut Notarissen B.V. (**Schut**) is a private limited liability company incorporated under the laws of the Netherlands and listed in the Commercial Register under number 34256425. These General Terms and Conditions apply to all work performed or to be performed by or on behalf of Schut. All assignments, any follow-up assignments and all other work are accepted and performed exclusively by Schut.
2. The term "**client**" is understood to include: the person by or on whose behalf an assignment is given to Schut. An assignment from a client to Schut that is addressed to a person affiliated with Schut does not lead to a contract with that person or any other person affiliated with Schut. The term "**affiliated person**" is understood to include: a former, current or future (direct or indirect) shareholder, civil-law notary, assigned civil-law notary, junior civil-law notary and all other natural persons or legal entities who are or were employed by Schut in any way, including but not limited to persons working on an interim basis, notarial employees, paralegals, secretaries, *et cetera*, as well as a natural person or legal entity for whose acts or omissions Schut is responsible.
3. These General Terms and Conditions also apply for the benefit of every person affiliated with Schut and all third parties engaged by Schut in the performance of any assignment, follow-up assignment or other work or that may be liable in that connection. Any reference in these General Terms and Conditions to Schut is, where appropriate, also a reference to the relevant natural persons, legal entities and other parties referred to. In so far as necessary, this article constitutes a third-party stipulation within the meaning of Article 6:253 of the Dutch Civil Code (hereinafter: DCC) for the benefit of the aforementioned natural persons or legal entities and the aforementioned other parties, which stipulation is accepted by Schut on behalf of these natural persons and legal entities and the aforementioned other parties now and in the future.
4. The use of the term "partner", "salaried partner" or "counsel" by persons who are (indirect) shareholders of Schut or are otherwise affiliated with Schut, for example in salaried employment, does not diminish the fact that said persons act solely for the account and risk of Schut when performing their work and therefore not for their own account and risk. The term "partner", "salaried partner" or "counsel" therefore does not imply personal liability on the part of that person. All services and/or work performed by such a person are also subject to these General Terms and Conditions, including, but not limited to, the limitation of liability.



5. These General Terms and Conditions have been drawn up in Dutch and English and have been filed with the Commercial Register of the Amsterdam Chamber of Commerce under number 34256425. The Dutch text of the General Terms and Conditions prevails over the English text. The Terms and Conditions are also available for inspection at the reception desk of Schut's office in Amsterdam at Jollemanhof 18A and will be sent free of charge upon request. These General Terms and Conditions are also available at www.schutamsterdam.nl.
6. Only deviations in writing from these general conditions may be valid.

Assignment

7. An assignment will be deemed to have been accepted if (i) the client has confirmed the assignment to Schut, (ii) Schut has confirmed the assignment to the client, (iii) the client has received a draft deed drawn up on Schut's behalf at the client's request or an advice rendered, (iv) the civil-law notary or another person affiliated with Schut has received a (purchase) agreement in which it is stipulated that Schut will execute the deed of transfer, and the relevant work is started. The applicability of other general terms and conditions, such as those of the client, is expressly rejected. Setting aside Articles 7:404, 7:407(2) and 7:409 DCC, all assignments will be exclusively accepted and performed by Schut.
8. Pursuant to applicable laws and regulations, Schut is obliged to establish the identity of the client and, under certain circumstances, to report unusual transactions to the competent authorities, without Schut being permitted to inform the client. By giving Schut an assignment, the client confirms to be aware of this and, to the extent necessary, to give permission.
9. Assignments given to Schut will be performed solely for the client's benefit. Unless Schut has agreed to this in writing in advance, any advice given by Schut to the client will not be provided to third parties or made available for inspection. Third parties cannot derive any rights from the performance of the work performed for the client.
10. If an assignment is given by several natural persons or legal entities, each of them will be jointly and severally liable for paying the invoice for Schut's work.



Liability

11. If an event occurs during or in connection with the performance of an assignment leading to liability on the part of Schut, that liability will be limited to the amount paid out under the insurance taken out by Schut in that case, plus the applicable excess. This limitation of liability on the part of Schut applies regardless of whether the liability ensues from a contract, the law or any other legal basis. Liability for damage caused by an event to which no insurance applies is limited to the amount of the invoice, with the exception of VAT and office surcharge.
12. The professional liability of civil-law notaries, junior civil-law notaries and clerks employed by Schut is limited in accordance with the provisions of Article 11. Their other liability and the liability of other persons affiliated with Schut is excluded. These provisions are an irrevocable third-party stipulation for the benefit of the persons referred to in this Article 12.
13. Any claim seeking damages as referred to in Articles 11 and 12 prescribes twelve months from the start of the day following the one on which the client becomes aware of both the damage and of Schut being the party liable for the damage or could reasonably have been aware of it.
14. If Schut is held liable by third parties in connection with the performance of a client's assignment, the client in question shall reimburse Schut for the costs to be incurred by Schut in connection therewith, including the costs of defence, penalties to be paid and damages, except in so far as Schut is entitled to compensation of these costs under insurance taken out. A "third party" in the context of this article is also a group company of the client, (direct or indirect) shareholder of the client, a director or supervisory director of the client, a person employed by or working for the client and any family member of the client. This Article 14 is an irrevocable third-party stipulation for the benefit of every person affiliated with Schut.
15. The client indemnifies Schut against all third-party claims that are in any way related to or ensue from the assignment given and/or the work performed for the client. This indemnity also includes the costs of legal assistance. The provisions of this article as well as all other provisions in these General Terms and Conditions that are intended to create rights for the benefit of natural persons and legal entities referred to in the first sentence of this article are also intended as an irrevocable third-party stipulation which has been made in respect of them by gratuitous title within the meaning of Article 6:253(4) DCC.
16. The exclusions of liability and indemnities described in these General Terms and Conditions extend to liability in connection with the improper functioning of equipment, software, data files,



registers or other means, without exception, used by Schut in the performance of the services, as well as for the interception of audio and/or data transmissions by telephone, fax or email, in so far as the improper functioning cannot be attributed to Schut. All email traffic, data traffic, audio traffic, fax and telephone traffic will be uncoded, unless the client expressly requests otherwise in advance and in writing.

17. Electronic communication, including email, shall be deemed to be in writing. The client agrees to electronic communication and acknowledges that it is not a secure means of communication. Schut will not be liable if electronic communication is intercepted, manipulated, delayed, mistransmitted or infected with a virus. In the event that the client acts in the conduct of a profession or business, the applicability of Article 6:227b(1) DCC, which relates to the provision of information in electronic commerce, and of Article 6:227c DCC, which relates to the manner in which contracts are entered into in electronic commerce, is excluded.

Engagement of third parties

18. In connection with its services, Schut is authorised to procure the services of third parties, such as authorised representatives, bailiffs, research agencies, collection agencies, accountants, tax specialists, the land registry office, Chamber of Commerce, the Royal Dutch Association of Civil-law Notaries, law firms and/or civil-law notary firms, etc. The costs related in any way to the work performed for the client by the aforementioned third parties will be charged to the client. Schut is not liable for any shortcomings or unlawful acts by these third parties. It is possible that persons engaged by Schut in connection with the performance of an assignment will limit their liability in this respect. Schut presumes, and if necessary, herewith stipulates, that all assignments given to it by clients entail the authority to accept such a limitation of liability also on their behalf.
19. Schut may retain funds in connection with the performance of an assignment. Schut will hold these funds in an account referred to in Article 25 of the Dutch Notaries Act (*Wet op het notarisambt*) with one or more banks chosen by Schut. Schut is not liable for costs or liabilities caused by acts or omissions or non-performance of obligations by the relevant bank. If this bank charges Schut negative interest on the funds of the client or relevant third party, this negative interest will be charged to the client or third party, and the amount of negative interest will be deducted from the amount held for the client or third party. With regard to any positive interest paid by a bank on funds of the client or relevant third party, Schut applies the provisions of the Notaries Regulations (*Regeling op het notarisambt*) (or any regulations that replace them), so that Schut will not pay interest on funds held by Schut for no more than five working days.



Invoices

20. The client owes Schut the agreed fee. If no fee has been agreed, the client will owe a fee in accordance with Schut's usual rates. A statement of the hourly and other rates applicable at any time will be provided on request. Schut has the right to change such rates as at a future date. For customary disbursements such as costs of the Chamber of Commerce and the Municipal Personal Records Database, a surcharge of 5% will be charged on the fee.
21. Costs incurred by Schut (such as courier costs, travel and subsistence expenses, registration costs, court registry fees and costs, including interest) will be borne by the client. The fee and the costs owed by the client will be increased by VAT where applicable in accordance with the law, unless the client is established in another Member State of the European Union and has provided Schut with a valid VAT number or is established outside the European Union.
22. The client may notify Schut in writing of any objections to an invoice up to fourteen (14) days after the invoice date. If no such notification is made, the invoice will be deemed to have been accepted.
23. The client will pay each invoice from Schut within fourteen (14) days of the invoice date. In principle, the work will be charged to the client at regular intervals, in any event if the file has a longer completion time, with a final invoice being sent after completion of the file in question.
24. Payment must be made in the manner stated on the invoice. The client waives all rights to invoke suspension or set-off. In the absence of payment, the client will be in default by operation of law and will owe default interest equal to the statutory commercial interest pursuant to Article 6:119a DCC. The costs of collection measures shall be borne by the client.
25. Schut may at all times demand that the client make one or more offsetable advance payments before commencing or continuing its services. In the absence of payment, Schut will be authorised, after prior notification, to suspend or discontinue its work, or not to commence its work. Unless expressly agreed otherwise, the advance payment will be set off against the final invoice in the relevant case. Schut is also entitled to set off the advance payment against unpaid invoices from the client in the relevant or other cases.

Termination of assignment



26. The client may terminate the assignment at any time, but only by notifying its contact person at Schut in writing. Schut may terminate the assignment with due observance of a notice period of fourteen days, or with immediate effect if a client does not pay an invoice within the applicable period, but always only by means of a written notification to the client.
27. If the assignment ends, the client will owe a fee for the work that Schut performed before the end of the assignment and for the work that Schut must perform after that time in order to transfer the case to the client or a third party.

Personal data and services

28. Schut will retain files and all documents and other data carriers it has at its disposal pursuant to the assignment during the statutory retention period. After expiry of that period, Schut may destroy documents without notification to the client, with the exception of those documents for which the law and regulations based on the law provide otherwise.
29. Schut processes personal data of its clients and persons working for clients for optimal performance of the services and compliance with legal obligations. For more information, see the privacy statement and cookie statement on the Schut website: www.schutamsterdam.nl.
30. Schut's services regarding consumer transactions are subject to the Complaints and Disputes Settlement Procedure for the Notarial Profession. This procedure is available at www.knb.nl and www.degeschillencommissie.nl.
31. The following conditions apply to notarial activities on behalf of consumers: (i) the civil-law notary complies with all existing professional rules and code of conduct and (ii) Schut will inform clients clearly and in good time about the financial consequences of its services. For assignments given by consumers, the existing professional rules and code of conduct are explained in the consumer brochure “Spelregels voor notaris en consument” [Rules for civil-law notaries and consumers] drawn up by the Royal Dutch Association of Civil-law Notaries in consultation with the Dutch Consumers’ Association (*Consumentenbond*) and National Association of Home Owners (*Vereniging Eigen Huis*). This brochure is available at www.knb.nl and can be provided upon request.

Applicable law

Schut

32. The legal relationship between Schut and its clients is governed by Dutch law. Disputes will be settled exclusively by the Dutch court or the Disputes Committee.

Amsterdam, November 2023