

## General terms and conditions of n/p notarial partners N.V.

1. These general terms and conditions apply to all activities performed or to be performed by, or on behalf of, n/p notarial partners N.V. ("n/p"), a limited liability company under Dutch law, with its registered office in Amersfoort and place of business in Amersfoort and Amsterdam and registered in the Trade Register of the Chamber of Commerce under number 32107631, as well as the foundation: Stichting bewaring (escrow) n/p notarial partners.
2. All assignments, any follow-up assignments and all other activities are exclusively accepted and performed by n/p, regardless of any other intention. Articles 7:404 and 7:407(2) of the DCC do not apply. The "persons associated with n/p" include all former, current and future (direct or indirect) shareholders, directors and directors of shareholders, (associated) notaries, candidate notaries and all other (legal) persons who are or were working for n/p in any way, as well as all (legal) persons for whose acts or omissions n/p is liable.
3. An assignment is considered accepted (i) if the assignment has been confirmed by n/p to the client, or (ii) if the client receives a draft deed drawn up on behalf of the client on behalf of n/p or receives a personal advice issued; or (iii) if the notary receives a purchase agreement in which it is stipulated that n/p will execute the deed of delivery, and commences all relevant activities.
4. n/p is authorized to engage third parties in the execution of each assignment. n/p is not liable for shortcomings of any nature whatsoever of these third parties. n/p has the right to accept on behalf of the client a limitation of liability that a third party may stipulate.
5. Any liability of n/p for work performed or to be performed by or on behalf of n/p is limited to the amount that is, or will be paid in the relevant case, under the relevant (professional) liability insurance taken out by n/p, to be increased by the amount of the applicable deductible. This limitation of liability of n/p applies regardless of whether the liability results from an agreement, statutory law or another legal basis.
6. The applicable codes of conduct and professional rules contain minimum standards that the insurance must meet. If, for whatever reason, no payment is made under the aforementioned insurance, each liability is limited to an amount equal to the fee charged for the execution of the assignment in question for the activities from which the damage arose, with a maximum of fifty thousand Euros (EUR 50,000).
7. These general terms and conditions also apply to all persons associated with n/p and all third parties who are engaged by n/p in the execution of any assignment or that may be liable in connection with the same. Everything that is stipulated in these general terms and conditions for n/p counts as an irrevocable third-party clause against these third parties within the meaning of Article 6:253 of the DCC.
8. All claims against n/p in connection with the activities performed or commissioned by n/p (including claims for compensation for damage), expire after one (1) year after the date on which the client became aware, or could reasonably have been aware of the existence of these claims or the damage and potential liability of n/p.
9. Except in the case of intent or deliberate recklessness on the part of n/p, the client indemnifies n/p and the persons associated with it against all claims from third parties, as well as against all additional costs related to the services provided by n/p to the client. This indemnification includes the costs of legal assistance.
10. If an assignment is granted by several (legal) persons, then each of them is jointly and severally liable for paying the account for the activities of the notary.
11. Invoices from n/p must be paid within thirty (30) days after the invoice date. If this period is exceeded, the client will be in default without a notice of default being required and without relying on suspension or settlement being permitted. The client owes default interest (equal to the statutory interest) and collection costs from the moment of default. n/p is entitled to outsource its debtor management and to provide the client's personal data in that context.
12. If the client is in default, n/p may terminate the assignment immediately and unilaterally, without this leading to liability for damages.
13. n/p reserves the right to change the agreed (hourly) rates annually from 1 January.
14. n/p may hold money in the context of the execution of the assignment. n/p will deposit these funds into a trust account with a bank established in the Netherlands. n/p is not liable for costs or liabilities caused by acts or omissions by the bank or non-compliance with the bank's obligations. If this bank charges n/p negative interest on the funds deposited by the client or a third party, this negative interest will be charged to the client or third party and will be deducted from the amount deposited.
15. A claim against n/p for the payment of money on the basis of the legal act included in a deed, cannot be assigned or pledged.
16. The services provided by n/p are subject to the Law on the prevention of money laundering and the financing of terrorism (Wwft). In that context, n/p is obligated, amongst other things, to conduct a client due diligence, which includes establishing and verifying identity. n/p is also required to report unusual transactions to the competent authority(-ies). If n/p proceeds to report an unusual transaction, it will not be allowed to report this to the relevant client(s).
17. Electronic communications, including email, count as written. The client agrees with electronic communications and acknowledges that these are not secure. n/p is not liable if electronic communications are intercepted, manipulated, delayed, incorrectly forwarded or infected with a virus. In the event that the client acts in the exercise of a profession or business, the applicability is excluded of Article 6:227b(1) of the Dutch Civil Code, which relates to the provision of data in electronic commerce, and of Article 6: 227c of the Dutch Civil Code, which relates to the way in which agreements are entered into in electronic commerce.

18. n/p processes personal data of its clients and persons working there to optimally provide services and comply with legal obligations. For more information, see the privacy statement and cookie statement on the n/p website [www.np.nl](http://www.np.nl).
19. The notarial complaints and disputes procedure applies to the services provided by n/p regarding consumer transactions. This procedure can be consulted via [www.knb.nl](http://www.knb.nl) and [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl).
20. The following conditions also apply to notarial activities commissioned by consumers: (a) the notary adheres to all existing codes of conduct and professional rules. For assignments from consumers, an explanation of these rules can be found in the consumer brochure "Rules of the game for notary and consumer" prepared by the KNB in consultation with the Consumers' Association and Home Owners' Association. This brochure can be found at [www.knb.nl](http://www.knb.nl) and can be provided upon request; and (b) n/p informs clients about the financial consequences of its services in a timely and clear manner.
21. Dutch law applies to the legal relationship between n/p and its clients. For the settlement of disputes, only the Dutch courts or the disputes committee are competent.
22. Both a Dutch and an English version exist of these terms and conditions. In the event of a conflict between the Dutch text and the English text or the interpretation of the same, the terms and conditions drawn up in the Dutch language are binding.
23. It is only possible to deviate from these terms and conditions in writing.
24. n/p may modify these terms and conditions from time to time and without prior notice. The modified conditions apply to all subsequent legal relationships with the client.