

## GENERAL CONDITIONS

1. These general conditions govern all work performed or to be performed by or on behalf of Van Doorne N.V., a public limited liability company organised under Dutch law, having its registered office in Amsterdam, the Netherlands, and registered at the Trade Register of the Chamber of Commerce under number 34199342. The natural persons who are indirect shareholders in Van Doorne N.V. are referred to as "partners" in these general conditions.

2. The term "persons affiliated with Van Doorne N.V." includes (a) the persons who are, have been or will at any time be partners, direct and indirect shareholders in Van Doorne N.V. and other present and future participations of partners; (b) Stichting Beheer Derdengelden Van Doorne Advocatuur ("Stichting Beheer Derdengelden"); and (c) persons who work or have worked for or who are or have been otherwise affiliated with Van Doorne N.V. in the capacity of managing director, employee, adviser or freelancer, or in any other capacity. A reference in these general conditions to "persons" includes a reference to natural persons, legal entities and other entities.

3. The term "client" means a person who enters or will enter into a contract for services (*overeenkomst van opdracht*) or other agreement with Van Doorne N.V. with a view to the performance of work by Van Doorne N.V. or who otherwise has a legal relation with Van Doorne N.V. in respect of that work. The term "work" includes the provision of services and other performances by any name.

4. All engagements (*opdrachten*) are accepted and, subject to clause 5, are performed exclusively by Van Doorne N.V. This also applies if it is expressly or implicitly the intention for an engagement to be carried out by one or more persons affiliated with Van Doorne N.V. The applicability of Sections 7:404 and 7:407(2) of the Dutch Civil Code is explicitly excluded. This clause 4 applies by analogy if work is performed otherwise than under a contract for services.

5. If Van Doorne N.V. engages a third party, not being a person affiliated with it, with regard to the work assigned to (*opgedragen aan*) Van Doorne N.V., it selects that third party with due care. Van Doorne N.V. is not liable for any error or breach by that third party in the performance of his or her work. Van Doorne N.V. may accept on behalf of the client a limitation of liability stipulated by a third party.

6. Any liability of Van Doorne N.V. for work performed or to be performed by or on behalf of Van Doorne N.V. or otherwise related to a contract for services or other legal relation entered into by Van Doorne N.V. in respect of work is limited to the amount paid or payable in the case in question under the professional liability insurance taken out by Van Doorne N.V., increased by the amount of the deductible (*eigen risico*) payable by Van Doorne N.V. under the insurance in the case in question. This limitation of liability of Van Doorne N.V. applies irrespective of whether the liability is based on an agreement, the law (such as a wrongful act) or any other legal ground.

7. If no payment is made in the case in question under the professional liability insurance taken out by Van Doorne N.V., the liability of Van Doorne N.V. is limited to an amount of five hundred thousand euros (EUR 500,000), irrespective of the legal ground.

8. All rights of claim against Van Doorne N.V. related to the work performed by or assigned to Van Doorne N.V. (including but not limited to claims for reimbursement of loss) expire one year after the date on which the client became aware or could reasonably have been aware of the existence of these rights of claim or of the loss and the possible liability of Van Doorne N.V. These rights of claim in any event expire two years after performance of the work by or on behalf of Van Doorne N.V.

9. Any liability of the persons affiliated with Van Doorne N.V. towards the client and third parties affiliated with the client (including but not limited to present or previous managing directors, employees, shareholders or group companies of the client) is expressly excluded. Insofar as necessary the client hereby waives, also on behalf of the third parties affiliated with the client, all rights and claims that they may have or acquire on any ground in relation to the persons affiliated with Van Doorne N.V.

10. Without prejudice to clause 4 and clause 9, these general conditions and the exclusion or limitation of liability they contain may also be relied on by and for the benefit of (i) every person who is involved in the performance of the engagement or who in that regard is or becomes liable on any ground; and (ii) the persons affiliated with Van Doorne N.V. and their successors by universal title.

11. Except in the event of intent (*opzet*) or gross negligence (*bewuste roekeloosheid*) on the part of Van Doorne N.V., the client indemnifies Van Doorne N.V. and the persons affiliated with Van Doorne N.V. and holds them harmless from and against all claims and actions that a third party may at any time have or institute, respectively, against Van Doorne N.V. or a person affiliated with Van Doorne N.V. and that arise from or are related to work performed for the client by or on behalf of Van Doorne N.V. This indemnity includes the cost of legal assistance.

12. Clauses 4, 9, 10 and 11 and all other provisions of these general conditions that are intended to create rights for the benefit of the persons affiliated with Van Doorne N.V. are also intended as irrevocable third-party clauses, entered into for no consideration, for the benefit of the persons affiliated with Van Doorne N.V. within the meaning of Section 6:253(4) of the Dutch Civil Code.

13. Unless otherwise agreed in writing, a fee is payable by the client to Van Doorne N.V. that is calculated on the basis of the number of hours worked, multiplied by the applicable hourly rates set by Van Doorne N.V. from time to time. In addition to the fee, the disbursements (external costs) incurred by Van Doorne N.V. on behalf of the client and compensation for general office costs (such as postage, telephone, fax and photocopies) are also payable by the client to Van Doorne N.V. All amounts due are

increased by the turnover tax due on those amounts at the rate that applies at that time.

14. The invoices of Van Doorne N.V. must be paid within fourteen days after the invoice date. In the event of late payment, Van Doorne N.V. has the right to charge the statutory interest on the unpaid amount as from the fifteenth day after the invoice date.

15. Under the applicable legislation and regulations, including the *Wet ter voorkoming van witwassen en financieren van terrorisme* (Money Laundering and Terrorist Financing (Prevention) Act) (the "Act"), Van Doorne N.V. must verify the identity of its clients and their ultimate beneficiaries and must in certain circumstances report unusual transactions within the meaning of the Act to the authorities. The Act prohibits Van Doorne N.V. from informing the client or any other party that it has made such a report to the authorities.

16. Electronic communication, including email, is regarded as written communication. The client agrees to electronic communication and acknowledges that it is unsafe. Van Doorne N.V. is not liable if any electronic communication is intercepted, manipulated, delayed, misdirected or infected by a virus. If the client acts in a professional or commercial capacity, the applicability of Section 6:227b(1) of the Dutch Civil Code relating to the provision of information in e-commerce and Section 6:227c of the Dutch Civil Code relating to the manner in which agreements are entered into in e-commerce is excluded.

17. Van Doorne N.V., the civil-law notaries (*notarissen*) affiliated with it or Stichting Beheer Derdengelden may receive moneys from a client or a third party related to the performance of work that are credited to a bank account of Van Doorne N.V. or Stichting Beheer Derdengelden at a bank designated by them. Van Doorne N.V., the civil-law notaries affiliated with it and Stichting Beheer Derdengelden are not liable if that bank fails to perform its obligations under the current-account agreement with Van Doorne N.V. or Stichting Beheer Derdengelden.

18. If the bank referred to in clause 17 charges Van Doorne N.V., the civil-law notaries affiliated with it or Stichting Beheer Derdengelden negative interest in respect of the deposited moneys of the client or a third party, that negative interest is payable by that client or third party and is deducted from the deposited amount.

19. The following conditions furthermore apply to notarial work commissioned by consumers: (a) the civil-law notary observes all prevailing rules of professional conduct. Those rules are explained in the *Spelregels voor notaris en consumenten* consumer brochure

drawn up by the Koninklijke Notariële Beroepsorganisatie (KNB) (Royal Dutch Association of Civil-Law Notaries) in consultation with the Consumentenbond (Dutch Consumers Organisation) and Vereniging Eigen Huis (Dutch Home Owners Association). The brochure can be found at [www.knb.nl](http://www.knb.nl) or can be sent as a hard copy on request; and (b) the civil-law notary informs the client clearly and in a timely manner of the financial consequences of the services provided.

20. Van Doorne N.V. is the data controller for the processing of personal data in the context of its services. Van Doorne N.V. processes personal data in accordance with its Privacy Statement ([www.vandoorne.com/en/service/privacy-statement/](http://www.vandoorne.com/en/service/privacy-statement/)).

21. Van Doorne N.V.'s complaint procedure for lawyers (*advocatuur*) applies to work performed by or assigned to lawyers (*advocaten*) of Van Doorne N.V. Van Doorne N.V.'s complaint procedure for civil-law notaries and the Complaints and Dispute Settlement Scheme of the KNB apply to notarial services provided by Van Doorne N.V. The complaint procedures can be found at [www.vandoorne.com/en/complaint-procedure/](http://www.vandoorne.com/en/complaint-procedure/) and the Complaints and Dispute Settlement Scheme of the KNB can be found at [www.knb.nl](http://www.knb.nl) and at [www.degeschillencommissie.nl/english/](http://www.degeschillencommissie.nl/english/).

22. Every contractual and non-contractual legal relation between Van Doorne N.V. and the client resulting from or related to the work performed by or on behalf of or assigned to Doorne N.V. is governed by Dutch law. Insofar there is a legal relation between a person affiliated with Van Doorne N.V. and the client, that legal relation is also governed by Dutch law.

23. Every dispute resulting from or related to the work performed by or on behalf of or assigned to Van Doorne N.V. or otherwise related to the legal relation with the client is subject in the first instance to the exclusive jurisdiction of and is decided on exclusively by the Amsterdam Court, unless a dispute is submitted to a disputes committee and that disputes committee has jurisdiction to hear and decide on that dispute.

24. These general conditions have been drawn up in Dutch and translated into English. In the event of a discrepancy between the Dutch text and the English text or their interpretation, the Dutch version of these general conditions is binding.

25. Van Doorne N.V. may amend these general conditions from time to time and without prior notice. The amended general conditions then govern all subsequent legal relationships with the client.

Amsterdam, 1 December 2020

These general conditions were filed at the registrar's office of the Amsterdam Court under number 100/2020 on 1 December 2020.