

De Boer Advies & Notariaat B.V.

General Terms and Conditions

Article 1

De Boer Advies & Notariaat B.V. is a limited liability company incorporated under Dutch law with the object of rendering civil law notary services. A list of shareholders of De Boer Advies & Notariaat B.V., in any case of the person or persons holding shares in De Boer Advies & Notariaat B.V. through their respective holding company or companies – generally referred to as “partners” – will be forwarded on request.

Article 2

These General Terms and Conditions apply to all assignments awarded to De Boer Advies & Notariaat B.V.

Article 3

The provisions of these General Terms and Conditions are drawn up for De Boer Advies & Notariaat B.V. and all its “partners” (as referred to above), and all persons working for and hired by De Boer Advies & Notariaat B.V. in the execution of an assignment as well as all persons for whose acts or omissions De Boer Advies & Notariaat might be held liable.

Article 4

1. All assignment are explicitly accepted and executed by De Boer Advies & Notariaat B.V., even if it is the explicit or implicit intention that an assignment is to be carried out by a specific person. Applicability of Article 7:404 of the Netherlands Civil Code providing for the latter case, and of Article 7:407 (2) of the Netherlands Civil Code vesting a several liability in the event an assignment is given to two or more persons, is explicitly excluded.
2. De Boer Advies & Notariaat B.V. is free to have assignments executed under its responsibility by assigned “partners” (as referred to above) and by the staff of De Boer Advies & Notariaat B.V., and, where appropriate, may engage the services of third parties.
3. De Boer Advies & Notariaat B.V. observes the standards of care fitting a good service provider in the execution of a client’s assignment, the performance of all its tasks and the selection of third parties to be engaged.
4. Clients are held to meet all their obligations, including the payment of fees, also in the event clients act for or on behalf of a third party, including a legal entity that is yet to be incorporated.
5. Unless otherwise agreed, De Boer Advies & Notariaat B.V. will charge a standard fee for the services rendered. If an assignment includes additional work, a higher or additional fee will be charged. The website of De Boer Advies & Notariaat B.V. contains only an example of fees for possible additional work (“tarieven”) and standard fees (“honoraria”).
6. If an assignment to De Boer Advies & Notariaat B.V. is terminated or withdrawn before its completion, due to non-execution of the juridical art or acts intended or otherwise, a fee will be charged in accordance with the work that has already been done. In that event, clients are bound to duly pay all disbursements owed to De Boer Advies & Notariaat B.V.

7. In principle, clients are severally liable for the payment of all fees and disbursements charged by De Boer Advies & Notariaat B.V., regardless of whether an assignment or a power of attorney is granted ex-ante or ex-post on behalf of one or more than one clients, a natural person or a legal entity, a Dutch or a foreign national.
8. If a client is requested by means of a bill or in any other way to pay fees or disbursements and fails to make payment by the due date of payment, he is responsible for all costs De Boer Advies & Notariaat B.V. will make to collect the outstanding amount from the due date of payment, both in and out of court, and the time spent by De Boer Advies & Notariaat B.V. based on the standard hourly rate for the staff involved.
9. Interest will be charged at the rate of 1% per month on the amount due to be paid under paragraph 8 with any part of a month considered to be a full month.
10. De Boer Advies & Notariaat B.V. is entitled to settle any bills not yet paid by a client with any funds transferred to its clients' account for the benefit of that client.
11. If a client fails to make a payment in due time, De Boer Advies & Notariaat B.V. is entitled to suspend the execution of an assignment until the payment has been made, and is not liable for any damages the client may suffer as a result.

Article 5

1. If the execution of a client's assignment by De Boer Advies & Notariaat B.V. leads to any liability, said liability – with due observance of the provisions of paragraph 3 – is always limited to the amount paid out with regard to the matter in question by the professional liability insurance taken out by De Boer Advies & Notariaat B.V. plus the amount of the deductible excess that is to be borne by De Boer Advies & Notariaat B.V. according to the corresponding insurance agreement.
2. If for whatever reason the insurance proceeds referred to in paragraph 1 have not been paid out, the liability of De Boer Advies & Notariaat B.V. will be limited to three times the fee charged by De Boer Advies & Notariaat B.V. for the matter in question in the corresponding year with a maximum of € 10,000.00 (ten thousand Euros).
3. De Boer Advies & Notariaat B.V. is authorized to accept on behalf of a client possible limitations of liability of third parties as defined in Article 3 (2). Any liability of De Boer Advies & Notariaat B.V. as a result of a third party's failing will be limited to the amount the client would have received in a direct claim against that third party.
4. A right to compensation expires in any case twelve months after the event which directly or indirectly gave rise to the liability, with the provisions of Article 6:89 of the Netherlands Civil Code still fully effective.

Article 6

The way in which communication with and on behalf of a client takes place, explicitly including communication via email, is at that client's expense and risk.

Article 7

Pursuant to current legislation, in accepting an assignment De Boer Advies & Notariaat B.V. must verify a client's identity, check for reasonable indications whether an assignment may facilitate the preparation, support or concealment of illegal activities, and report any unusual transactions,

already executed or intended, to the relevant authorities without the client's permission and without notifying that client. By giving an assignment to De Boer Advies & Notariaat B.V. clients confirm they are aware of aforesaid, and, if necessary, will provide the relevant personal data.

Article 8

The *Klachten- en Geschillenregeling Notariaat*, the Complaints and Disputes Settlement Procedure for the Notarial Profession, is applicable. Information is available on the website of De Boer Advies & Notariaat B.V. and on www.knb.nl and www.degeschillencommissie.nl.

Article 9

Civil law notaries observe all existing professional codes of ethics and conduct. These codes are explained in the consumer brochure "*Spelregels voor notaris en consument*", Ground Rules for Civil Law Notaries and Consumers, drawn up by the *KNB*, the Royal Dutch Association of Civil Law Notaries, in consultation with the *Consumentenbond*, the Dutch Consumers Association, and *Vereniging Eigen Huis*, the Dutch Homes Owners Association. The brochure is available on www.knb.nl and a copy will be made available on request.

Article 10

These General Terms and Conditions have been drawn up in Dutch and English. In the event of a dispute regarding the content or the purport of these Conditions, the Dutch text is binding.

Article 11

The legal relationship to which these General Terms and Conditions apply is governed by Dutch law. At a claimant's choice, disputes will be settled by the District Court in Amsterdam. In the event De Boer Advies & Notariaat is the claimant, the company is authorised to institute proceedings at the competent court in the client's jurisdiction outside the Netherlands.

These Terms and Conditions have been filed with the Court Registry of the District Court in Haarlem and are available on the website of De Boer Advies & Notariaat at www.deboernotaris.nl.