

General Terms and Conditions of Dijkstra Voermans Advocatuur & Notariaat

1. Dijkstra Voermans Advocatuur & Notariaat is a partnership established under Dutch law whose purpose is to practise the legal and notarial professions in the widest sense. The partners are personal holdings.
2. Depending on the type of services concerned, services shall be provided in accordance with the rules of the Netherlands Bar Association (*Nederlandse Orde van Advocaten*) or the Royal Notarial Association (*Koninklijke Notariële Beroepsorganisatie*).
3. These General Terms and Conditions shall apply to all assignments given by a client to Dijkstra Voermans.
4. Those natural persons and legal entities that are directly or indirectly linked to Dijkstra Voermans and in any way involved in the provision of services by or on behalf of Dijkstra Voermans may also invoke the General Terms and Conditions.
5. The contract shall be formed either by a confirmation of the assignment from Dijkstra Voermans, or by the fact that Dijkstra Voermans - given the nature of the assignment and the work involved - has in all reasonableness already started the work without the client objecting thereto immediately after first being notified or first becoming aware thereof.
6. Assignments given to and accepted by the partners or employees of Dijkstra Voermans shall be deemed solely as assignments given to and accepted by Dijkstra Voermans. Contrary to Articles 7:404 and 7:407(2) of the Dutch Civil Code (*Burgerlijk Wetboek*), such assignments shall not give rise to personal rights, obligations or liability on the part of partners or employees of Dijkstra Voermans and shall not end if the said partners and/or employees leave Dijkstra Voermans.
7. Dijkstra Voermans shall be free to have the assignments carried out under its responsibility by the partners (as referred to above) and employees of Dijkstra Voermans that it shall designate, including by hiring third parties where applicable.
8. Dijkstra Voermans shall provide its services for the benefit of the client only. No rights shall be derived by third parties from either the execution of the assignment or from the results thereof.
9. The contract between Dijkstra Voermans and the client shall cover all work that is reasonably necessary based on the proper management of another's affairs. Dijkstra Voermans shall consult with the client wherever possible in the event that the work required is different and/or the services of not obvious third parties are hired.
10. If *force majeure* prevents Dijkstra Voermans from performing the contract in whole or in part, it shall be entitled, without judicial intervention, to postpone the performance of the contract or to terminate the contract in whole or in part, such at its discretion, without it being obliged to provide any compensation for damages or any guarantee.
11. Under the Money Laundering and Terrorist Financing (Prevention) Act (*Wet ter voorkoming van witwassen en financieren van terrorisme (Wwft)*), Dijkstra Voermans is obliged in certain cases to report financial transactions and/or to establish and record the identity of its client and/or certain persons connected with its client.

12. Dijkstra Voermans accepts no liability in respect of the client for compliance with the statutory or non-statutory obligations incumbent upon it, or for the consequences thereof.
13. Dijkstra Voermans' liability shall never exceed the amount paid out by virtue of the applicable professional liability insurance, plus the amount of the excess which - under the conditions of the policy - shall not be charged to the insurance companies.
14. If Dijkstra Voermans' applicable professional liability insurance does not pay out for whatever reason, Dijkstra Voermans' liability shall be limited to the total amount of the net fee charged to the client under the contract, with a maximum of €50,000, minus the costs paid by Dijkstra Voermans on behalf of the client to third parties.
15. In the event that the services of third parties are hired, Dijkstra Voermans shall observe proper care and consult as far as possible with the client - except in the case of the services of proxies, bailiffs, translators and couriers. Dijkstra Voermans accepts no liability for third parties and their activities.
16. The above liability provisions shall apply unabridged if Dijkstra Voermans - in spite of the provisions of Article 14 - is deemed liable for third parties that it hired.
17. Rights of claim and other powers of the client or a third party in respect of Dijkstra Voermans in connection with an assignment shall lapse within six months of the day when the client or the third party reasonably became aware for the first time of the said rights or powers.
18. Third parties hired to carry out an assignment for a client may want to limit their resulting liability. Dijkstra Voermans is authorised to accept such limitations of liability, whether or not expressly accepted in part on behalf of the client.
19. As part of a contract with a client, Dijkstra Voermans may demand payment of an advance and retain possession of this advance in part or in its entirety throughout the entire assignment. Upon termination of its services, Dijkstra Voermans shall set off the advance against its final bill, against other Dijkstra Voermans bills left unpaid by the client and against invoices (including expected invoices) from third parties hired by Dijkstra Voermans to carry out the assignment. Once the client has complied with all of its financial obligations, Dijkstra Voermans shall reimburse the remainder of the advance.
20. As a rule, Dijkstra Voermans shall charge an hourly fee or a fixed rate per service rendered. The amount shall depend in part on the experience of the people performing the work, the specialist legal nature of those people, the specialist legal nature of the assignment, the urgency of the assistance required and the related services outside ordinary office hours and the interests involved in the assignment. Dijkstra Voermans is authorised to modify its fees annually with effect from January 1st, which authority shall also apply to current assignments.
21. In addition to the fee, Dijkstra Voermans shall charge the client 6% thereof as office expenses plus - unless the client is based outside the Netherlands - 19% VAT. Dijkstra Voermans shall also charge the client, fully and including VAT, for all its costs incurred in the course of the assignment, such as bailiffs' charges, agent attorney costs, costs incurred by proxies, court fees, translation costs, land registry charges, registration fees, amounts charged by the

Chamber of Commerce, notaries' fees, couriers' charges, travel and subsistence expenses and parking fees.

22. Dijkstra Voermans shall submit bills for its work retrospectively on a monthly basis with a payment deadline of fourteen days. This deadline shall be absolute, such that the client, in the event of non-timely payment, shall be in default by operation of law without any further demand or notice of default being required. From that moment onwards, the client shall owe statutory interest plus 15% collection charges and Dijkstra Voermans shall be authorised to take action to recover the debt.
23. In the event of non-timely payment by the client of Dijkstra Voermans' bill or bills, Dijkstra Voermans may, without further consultation, a demand or a notice of default, suspend or permanently discontinue its provision of services in all contracts with the client, as well as retain files and other items belonging to the client. Dijkstra Voermans shall inform the client accordingly in writing and without delay.
24. For as long as the client leaves Dijkstra Voermans' bills unpaid, Dijkstra Voermans shall retain ownership in respect of all the items, documents, files, etc. originating from and/or produced by Dijkstra Voermans, including the applicable intellectual property rights, in respect of all of its services under the contract with the client.
25. Only payment by crediting one of the bank accounts (including one of the Postbank accounts) in the name of Dijkstra Voermans or of one of the Stichting Derdengelden foundations affiliated to Dijkstra Voermans, or by crediting the clients' account of the notarial practice, or by a cash payment to Dijkstra Voermans in return for a proper written receipt for payment given to the client shall be considered legally accepted by Dijkstra Voermans and result in discharge.
26. The client undertakes to present its questions and/or comments about the work and/or the bills of Dijkstra Voermans, in writing together with the required substantiating arguments, to Dijkstra Voermans within fourteen days of first reasonably being aware of said comments and/or questions, after which Dijkstra Voermans shall provide a substantiated response within seven days. In no event shall the client have the right to suspend its payment obligations in respect of Dijkstra Voermans.
27. On condition that the client has complied with all its obligations, Dijkstra Voermans undertakes to send/return to the client all original judicial documents and all documents originating from the client after Dijkstra Voermans has completed the work. For the rest, Dijkstra Voermans undertakes to keep files it has processed in its archives for the period of five years required by law after the processing of the file has ended, after which Dijkstra Voermans may destroy the files.
28. The parties may only deviate from these conditions by means of a written record of the deviations, which record shall be signed by both parties.
29. These General Terms and Conditions shall also apply to any supplementary or follow-up assignments.
30. These Terms and Conditions are also available in English. In the event of any differences of interpretation between the Dutch and English versions of these Terms and Conditions, the Dutch text shall prevail.

31. The legal relationship between the client and Dijkstra Voermans shall be subject to Dutch law. Any disputes ensuing from the said legal relationship shall be subject to the exclusive jurisdiction of the competent court in Utrecht in the Netherlands.
32. If any part of the Terms and Conditions is null and void or is annulled, the other provisions of the Terms and Conditions shall remain in force in their entirety and the parties shall be obliged to make every effort in consultation with each other to determine a replacement condition that is valid and that is as close as possible to the original intentions of the parties.
33. These Terms and Conditions have been filed with the district court in Utrecht under number 3212003 and can also be downloaded from the website at www.dijkstravoermans.nl.