

## General terms and conditions for the provision of services by Nysingh advocaten-notarissen N.V., having its registered office in Apeldoorn and further places of business in Arnhem, Utrecht and Zwolle.

### I. Definitions

In these general terms and conditions the terms below are to be understood as follows:

- a. Nysingh: Nysingh advocaten-notarissen N.V., with its registered office in Apeldoorn, with its places of business in Arnhem, Zwolle and Utrecht.
- b. Client: the person (including natural persons and legal entities) with which Nysingh has concluded a contract for services or other agreement to perform services or other performance, or that is otherwise in a legal relationship with Nysingh.
- c. Consumer: a Client who is a natural person and who is not acting in the exercise of a profession or the operation of a business.
- d. Firm: Nysingh and/or persons employed by Nysingh who are engaged by Nysingh in the performance of the Agreement.
- e. Fee: the financial remuneration (on a time-spent basis or otherwise) which Nysingh has agreed with the Client for the performance of its work or which applies to the work in question.
- f. Office Expenses: the fixed surcharge on top of the Fee to meet the costs of office facilities, among other things.
- g. Agreement: the contractual relationship between Nysingh and the Client.
- h. Parties: Nysingh and the Client together.
- i. Disbursements: those costs arising for Nysingh in connection with the performance of the Agreement which are neither Fees nor Office Expenses.
- j. Third-party Funds: funds, not being a disbursement as referred to under Iv.g., which Nysingh, Stichting Beheer Derdengelden Nysingh advocaten and/or one or more of the civil-law notaries affiliated with Nysingh has/have in its/their custody pursuant to an agreement, court decision or pursuant to laws or regulations for the benefit of the Client, a third party and/or an opposing party and that have been credited to a bank account of Stichting Beheer Derdengelden Nysingh advocaten or a Clients' Account.
- k. Clients' Account: a special account as referred to in Section 25 of the Civil-law Notaries Act in the name of one or more civil-law notaries affiliated with Nysingh.

### II. Scope

These general terms and conditions shall apply to every existing and future Agreement unless the Parties agree otherwise in writing prior to the effectuation of the Agreement.

### III. Agreement

- a. In the creation of the Agreement, Nysingh may only be represented by lawyers, civil-law notaries and/or junior civil-law notaries who are associated with Nysingh or by other persons employed by Nysingh by virtue of a written power of attorney.
- b. The Client agrees that Nysingh shall have the Agreement performed under its own responsibility by the Firm or, if necessary, by third parties. Section 7:404 and Section 7:407(2) of the Dutch Civil Code shall not apply.
- c. Without Nysingh's prior written consent, the Client shall not divulge the content of the Agreement, procedural documents, recommendations or other statements made by Nysingh in writing or otherwise to third parties, unless they are drawn up or made with the intention of providing this information to third parties. The Client shall also ensure that third parties are unable to take note of the information referred to in the previous sentence unless such

taking note is associated with or ensues from the Agreement.

- d. The Client agrees that the Firm shall correspond by digital means with it and with third parties, including any opposite parties and their legal advisors.
- e. Both the Client and Nysingh are entitled to terminate this Agreement with immediate effect.

### IV. Invoicing

- a. Unless the Parties agree otherwise in writing, the Client shall be obliged to pay the Fee plus Office Expenses, Disbursements and value added tax for the performance of the Agreement.
- b. If the Fee is calculated on a time-spent basis, Nysingh's time accounting shall be binding unless the Client demonstrates the inaccuracy of the statement of hours.
- c. Work performed may be invoiced at intervals if the performance of the Agreement extends over a period of more than one month.
- d. If the Agreement is terminated before the Firm has completed the agreed work, the Client shall be obliged to pay the Fee for the work already performed by the Firm, unless agreed otherwise in writing. This Fee shall consist of the hours already spent but not yet invoiced by the Firm multiplied by the hourly rate applicable to the employee(s) who has/have performed the work.
- e. If the Agreement is terminated before the Firm has completed the agreed work and this termination is attributable to the Client, the Client shall, irrespective of arrangements to the contrary, be obliged at Nysingh's discretion to pay the Fee or an amount equivalent to the hours already spent by the Firm multiplied by the hourly rate applicable to the employee(s) who has/have performed the work.
- f. The Fee referred to under IV.d and IV.e shall be plus Office Expenses, Disbursements and value added tax.
- g. Nysingh shall always be entitled to demand an advance payment from the Client. An advance payment received shall be offset against the final invoice for the Agreement in question.
- h. Nysingh shall be entitled to adjust the Fee on a time-spent basis as per 1 January of each year in accordance with the hourly rates that it sets annually. If the hourly rates are increased within three months of the conclusion of the Agreement, the Consumer shall have the right to terminate the Agreement. The Consumer must exercise this right within one month after receipt of the first invoice following the increase in the hourly rates. If the Consumer terminates the Agreement, the Fee owed shall be calculated on the basis of the hourly rates prior to the increase.
- i. In matters which are dealt with on the basis of the statutory legal aid system, the provisions of this section shall only apply to those costs to be borne by the Client on the grounds of the legal aid decision.
- j. Should the Agreement exist between Nysingh and several Clients, all the Clients shall be jointly and severally bound by the contractual obligations under the Agreement, including this and all subsequent provisions.

### V. Payment

- a. The Client shall only be released from its payment obligation towards Nysingh after and in so far as it has transferred the sum owed to one of the bank accounts in the name of Nysingh or, if requested by Nysingh, to a bank account of Stichting Beheer Derdengelden Nysingh advocaten or a Client's Account,

- or has paid one of the lawyers, civil-law notaries or junior civil-law notaries in cash (up to the maximum generally accepted/set in the legal and/or notarial profession at the time of payment and against issuance of a receipt).
- b. The Client shall not be entitled to offset sums payable to Nysingh against counterclaims.
  - c. Nysingh's invoices must be paid within 14 days of the invoice date. If this period is exceeded, the Client shall be legally in default and shall be obliged to pay Nysingh default interest equivalent to the statutory interest rate.
  - d. Should Nysingh take action for the recovery of debts against a defaulting Client, all judicial and extrajudicial costs incurred by Nysingh in connection with the recovery will be borne by the Client at a minimum of 10% of the outstanding invoices.
  - e. The payment by or on behalf of the Client shall be applied first to the costs due, then to the interest due, and finally to the most senior invoice outstanding, even if the purpose of the payment is otherwise stated by or on behalf of the Client.

## VI. Third-party Funds

- a. Nysingh, Stichting Beheer Derdengelden Nysingh advocaten and/or one or more of the civil-law notaries affiliated with Nysingh shall pay Third-party Funds to the Client, a third party and/or an opposing party if and insofar as it/they is/are obliged to do so pursuant to an agreement, laws or regulations or a court decision declared provisionally enforceable.
- b. Unless required to do so pursuant to a court decision declared provisionally enforceable, Nysingh, Stichting Beheer Derdengelden Nysingh advocaten and the civil-law notaries affiliated with Nysingh reserve the right to suspend payment of Third-party Funds if and to the extent that the Client, a third party and/or an opposing party are in dispute as to who is entitled to claim Third-party Funds.
- c. Nysingh, Stichting Beheer Derdengelden Nysingh advocaten and the civil-law notaries affiliated with Nysingh reserve the right to refuse paying Third-party Funds to any other natural persons or legal entities than the Client and/or the Client's opposing party.
- d. The claim for payment of Third-party Funds against Nysingh and/or Stichting Beheer Derdengelden Nysingh advocaten and/or one or more of the civil-law notaries affiliated with Nysingh cannot be transferred or pledged.
- e. If the bank or banks with which Nysingh and/or Stichting Beheer Derdengelden Nysingh advocaten and/or the civil-law notaries affiliated with Nysingh hold/holds an account into which Third-party Funds have been deposited charge a negative interest rate, this negative interest (as well as other Disbursements) shall be charged to the Client and shall be passed on to the Client (if possible by deducting the negative interest rate from the deposited Third-party Funds).

## VII. Liability

- a. The Firm's liability towards the Client and third parties for damages arising from or in connection with the performance of the Agreement shall always be limited to the amount of the entitlement stipulated under the professional indemnity insurance in the matter concerned, plus the amount of the excess in accordance with the relevant insurance policy. If and in as far as no payment can be made for any reason whatsoever under the insurance policy referred to, or if no cover is provided under this policy, any liability on the part of the Firm shall be limited to the sum of € 100,000 or, if the Fee invoiced by Nysingh in the matter in question is higher, to the sum of the fee that is invoiced with a maximum sum of € 200,000.
- b. Section 7:404 and Section 7:407(2) of the Dutch Civil Code do not apply to the Agreement and cannot therefore form a basis for the Firm's liability.
- c. Should the Firm engage third parties or use equipment, software, data files, records or other items, it shall always exercise due care. However, the Firm shall never be liable for any shortcomings of these third parties or for the improper functioning of equipment, software, data files, records or other items used by the Firm in the performance of the Agreement.
- d. If an appeal on the provisions of VII.c lodged by the Firm is rejected by court, the limit to liability specified in VII.a shall apply in any case.
- e. The limitation of liability in these general terms and conditions also applies

for non-subordinates who execute and help execute the Agreement. This provision must be regarded as a third-party clause within the meaning of Sections 6:253 – 256 of the Dutch Civil Code.

- f. The Client is only entitled to hold Nysingh liable up to the amount referred to in VII.a. Every claim for compensation towards Nysingh's employees, lawyers, civil-law notaries, junior civil-law notaries, professional companies of shareholders and those companies' directors is excluded. This provision must be regarded as a third-party beneficiary clause within the meaning of Sections 6:253 - 256 of the Dutch Civil Code.
- g. The limit to liability shall not apply to wilful misconduct or intentional recklessness on the part of Nysingh and/or its management.

## VIII. Disputes

- a. The Agreement shall be governed by the law of the Netherlands.
- b. Nysingh has an internal complaints procedure for handling complaints about the conduct of its lawyers, civil-law notaries or junior civil-law notaries, which applies to the Agreement. Nysingh's complaints officer is responsible for implementing the internal complaints procedure.
- c. Subject to the provisions under VIII.d., all disputes resulting from the conclusion and execution of the Agreement shall in first instance be adjudicated by the District Court of Gelderland (location Arnhem). However, Nysingh shall always be entitled to submit a dispute to the competent court according to the law or the applicable international treaty.
- d. The notarial services provided are subject to the Complaints and Dispute Settlement Scheme for the Notarial Profession, if and insofar as it concerns disputes that fall under the scope of that scheme (see [www.knb.nl](http://www.knb.nl) and [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)).
- e. All claims against the Firm lapse if not brought before the competent court within one year of the Client becoming aware of them.

## IX. Translations

In the event of discrepancies between the Dutch text of these general terms and conditions and translations thereof, the Dutch text shall prevail.

***These general terms and conditions were filed with the Dutch Chamber of Commerce 6 May 2020 under number 08118371.***