

General Terms and Conditions

September 2023

1. Yourcorporatenotary B.V. (**Yourcorporatenotary**) is a private limited liability company under Dutch law (*besloten vennootschap met beperkte aansprakelijkheid*), having its statutory seat in Rotterdam, the Netherlands, and registered with the trade register of the Dutch Commercial Register under number 91044448.
2. These General Terms and Conditions apply to any instructions given to Yourcorporatenotary and to all legal relationships arising therefrom.
3. An agreement for services between a client and Yourcorporatenotary will only come into existence when Yourcorporatenotary or a (candidate) civil law notary working at Yourcorporatenotary accepts a client's instructions. The term "client" means the person engaging Yourcorporatenotary to provide services or, as the case may be, on whose behalf Yourcorporatenotary is engaged.
4. A client's engagement of a person affiliated with Yourcorporatenotary will not result in an agreement with that person or with any other person affiliated with Yourcorporatenotary. The term "person affiliated with Yourcorporatenotary" means every person working at Yourcorporatenotary (regardless of whether this is on the basis of an employment agreement or on any other basis), the advisors, partners, authorised signatories and shareholders of Yourcorporatenotary, as well as all persons formally affiliated with Yourcorporatenotary. Sections 7:404 and 7:409 of the Dutch Civil Code will not apply.
5. If Yourcorporatenotary is engaged to provide services together with another person, legal entity or firm, Yourcorporatenotary will only be liable for the performance of those obligations that are explicitly Yourcorporatenotary's obligations. Section 7:407(2) of the Dutch Civil Code will not apply.
6. Yourcorporatenotary may engage third parties for the execution of instructions. If Yourcorporatenotary engages a third party, Yourcorporatenotary is not liable towards the client for any mistakes made by this third party. Yourcorporatenotary may accept stipulations restricting liability used by such third parties on behalf of the client as well.
7. In the course of providing its services, Yourcorporatenotary can hold funds in escrow on behalf of the client or third parties. Yourcorporatenotary shall deposit such funds into an escrow account as referred to in Section 25 of the Act for the Notarial Profession (*Wet op het notarisambt*) with a bank chosen by Yourcorporatenotary. Yourcorporatenotary shall not be liable if the chosen bank fails to fulfil its obligations. Any negative interest charged by the bank shall be for the account of the client.
8. Yourcorporatenotary must – among other things – verify the client's identity, establish whether any unusual transactions have been made or are planned and, when necessary, notify the relevant authorities of such activities without informing the client. The client confirms it is aware of, and agrees to, the foregoing and that it will provide all required information.
9. Unless agreed otherwise, the fee owed to Yourcorporatenotary will be calculated on the basis of the hours spent executing the instructions, multiplied by Yourcorporatenotary's rates, which will be adjusted from time to time. Additional costs incurred in relation to the instructions will be charged separately. To cover general office costs, a fixed percentage of the fee will be charged. The applicable VAT and other compulsory taxes, surcharges and similar increases will be added to all amounts charged by Yourcorporatenotary.
10. The client shall pay all invoices within 14 days of the invoice date.
11. Yourcorporatenotary's liability shall be limited to the amount that is paid out in that specific case under the insurance taken out by Yourcorporatenotary, increased with the amount which will be for Yourcorporatenotary's own risk according to the relevant insurance policy (*eigen risico*). Liability for damages caused by an event not covered by any insurance is limited to the amount of the invoice excluding VAT and disbursements, subject to a maximum amount of EUR 10,000.
12. Claims for damages shall expire after a period of six months from the start of the day following the day on which the client became aware of the damages or could have reasonably become aware and will in any event lapse after three years.
13. The client shall hold Yourcorporatenotary and all persons affiliated with Yourcorporatenotary harmless against any claims made by third parties in connection with the engagement by the client and the client shall pay all costs, including costs of defence, penalties and damages incurred, to the extent such claim is in excess of the amounts covered by the insurance taken out by Yourcorporatenotary. A "third party" also includes in this connection, a group company of the client, shareholder of the client, managing director or supervisory director of the client and a person working at or for the client and each family relative of the client.
14. The legal relationship between Yourcorporatenotary and a client and any claims for liability are governed by the laws of the Netherlands. In addition, for consumer transactions, the Complaints and Disputes Procedure Regulation of the Royal Dutch Association of Civil law Notaries (*Verordening Klachten en geschillenregeling van de Koninklijke Notariële Beroepsorganisatie*) shall apply. These rules (in Dutch) can be viewed at www.degeschillencommissie.nl and www.knb.nl and will be provided on request.
15. Unless provided otherwise, all disputes will be submitted exclusively to the competent court in Rotterdam, the Netherlands.
16. These General Terms and Conditions are available in Dutch and English. In the event of a dispute on their contents or intention, only the Dutch version is binding.