

General Terms and Conditions of VDB Advocaten B.V. and VDB Notarissen B.V.

1. To the exclusion of other general terms and conditions, these general terms and conditions apply to all services provided by VDB Advocaten B.V. and/or VDB Notarissen B.V. (hereinafter both together and each separately: "Contractors") for its principal (hereinafter: "the Client"). Third parties, directly or indirectly involved by Contractors in the provision of services, may also invoke these general terms and conditions.
2. The legal relationship between Contractors and the Client is a contract for services (*overeenkomst van opdracht*) as referred to in Section 400, Book 7 of the Dutch Civil Code. Sections 404 and 407, Book 7 of the Dutch Civil Code are excluded by Contractors. Contractors are the sole service provider towards the Client.
3. Contractors may involve third parties in the performance of an instruction if it believes that this will benefit the proper performance thereof. A failure to perform by a third party involved in an instruction can only be attributed to Contractors if the Client proves that Contractors choice of this third person was careless.
4. In the performance of its services, Contractors shall always observe the applicable professional rules and exercise the care that can be reasonably expected under the given circumstances. However, Contractors do not warrant any intended result.
5. An instruction is deemed to have been given for an undetermined period, unless it is expressly agreed in writing or is evident from the nature of the instruction that this has been given for a specific period or project. Either of the parties may terminate the instruction at any time in writing.
6. Contractors fees will be determined on the basis of the time spent and its applicable hourly rates, plus an amount for office and other expenses and third-party costs. The hourly rates of Contractors can be adjusted as a result of indexation or an increase in experience level of an employee. Contractors are entitled to issue partial invoices at regular intervals to the Client for services performed or to be performed. Invoices must be paid within 14 days of the invoice date. The Client is in default by mere lapse of that time and will be liable for payment of statutory interest. All (extra) judicial collection charges incurred by Contractors relating to collection of her claims will be charged to the Client, which costs are fixed at 15% of the unpaid amount of the outstanding invoice(s). The Client is obliged to pay Contractors on first demand. The right to set off and suspension by the Client is excluded. The Client must make an advance payment and/or furnish security for payment at Contractors request.
7. The Client must always provide Contractors with the complete information relevant for the proper performance of its instruction in good time. The Client warrants the accuracy and completeness of this information, even if it is originating from third parties. The Client must notify Contractors of all events and circumstances that may be relevant to the proper performance of the instruction. This also applies to events and circumstances that only become known once work has commenced.
8. On the basis of statutory provisions Contractors may be obliged in specific circumstances to immediately disclose an unusual transaction performed or intended to be performed by the Client to the authorities designated by law for that purpose. Contractors are moreover statutorily obliged to keep this disclosure confidential. Contractors will never be liable for the adverse consequences of such a disclosure, even if the disclosure subsequently turns out to have been unfounded, unless the Client proves that making the disclosure under the given circumstances was unacceptable according to the criteria of reasonableness and fairness. The Client indemnifies Contractors against all third-party claims arising from the application by Contractors of the relevant provisions.
9. If Contractors are legally liable for the consequences of an error in the performance of one of its instructions, the Client will be entitled to the compensation of loss:
 - a) if and insofar as Contractors are covered for that loss under insurance: up to no more than the amount¹ that the insurance pays out for that specific claim, plus Contractors excess;
 - b) if Contractors are not covered for that loss under insurance: up to no more than the total amount of the invoices sent by Contractors to the Client and paid by the Client for the services that Contractors has performed as part of the instruction in which the error was made, in the twelve-month period preceding the error.

Notwithstanding the provisions of Section 89, Book 6 of the Dutch Civil Code, any right to compensation lapses in each case twelve months after the event which directly or indirectly gave rise to Contractors liability. The provisions of this article also apply if the Client claims compensation on the basis of a right acquired from another party.
Contractors are authorised by the Client to accept any limitations of liability from third parties on Client's behalf.
The limitation of liability described in this article can be provoked by those who carry out the agreed work ("the executor"). Every executor will become a party to the agreement for that part of the agreement.
10. On the services of Contractors the "Klachten- en geschillenregeling Notariaat" (Complaints- and dispute arrangement Notary) is applicable. This arrangement can be read at www.knb.nl and www.geschillencommissie.nl. The Complaints- and dispute arrangement Notary will handle the complaint after the office complaint arrangement is completed.
11. In the context of the assignment by Contractors it may be necessary for Contractors to process personal data belonging to the Client. The Client gives Contractors permission to process personal data and to provide personal data to third parties when this is necessary for the execution of the assignment.
12. Contractors will take appropriate, technical and organizational measures to protect the Client's personal data against loss or unlawful processing. When engaging third parties, Contractors will ensure that the engaged third parties comply with the obligations arising from Articles 11 and 12.
13. As a Processor, Contractors will enable the Client to comply with its obligation to report a personal data breach. Contractors inform the Client immediately (no later than within two working days) after finding a personal data breach and the Client fully cooperates with the investigation into and recovery of the detected infringement and the consequences thereof. If and insofar as the Client has reason to suspect that a personal data breach has taken place at Contractors, then the Client has the obligation to report this suspected personal data breach to Contractors without delay.
14. The Oost-Brabant District Court has, without prejudice to article 10, sole jurisdiction to judge all disputes between the Client and Contractors, on the understanding that Contractors remains entitled to bring any dispute before the court that would have jurisdiction in the absence of this provision.
15. The relationship between the Client and Contractors will be governed exclusively by Dutch law.
16. The Dutch version of these general terms and conditions will always take precedence over a version in a different language.

¹ The maximum cover for the occupational risk is € 5,000,000 per case and a maximum of € 10,000,000 per year.