



## GENERAL TERMS AND CONDITIONS

### HEMWOOD B.V. HEMWOOD NOTARIAAT B.V.

#### Legal relationship

1. Hemwood B.V. (registered at the Dutch Chamber of Commerce with number 89753623) and Hemwood Notariaat B.V. (registered at the Dutch Chamber of Commerce with number 33304977) with the aim to exercise the practice of attorney at law and the practice and office of civil-law notary, as well as providing legal services in the broadest sense of the word. They each exercise their practice on their own account under the trade name "Hemwood" and are independent contractor in their relationship to their respective clients with regard to the work assigned to each of them individually. In these general terms and conditions "Hemwood" shall mean Hemwood B.V. or Hemwood Notariaat B.V.
2. All assignments will be considered to have been given exclusively to Hemwood, even if the client has given an assignment explicitly or tacitly with a view to its being carried out by a specific person. The application of Sections 7:404 (assignment to a person) and 7:407(2) Dutch Civil Code (joint and several liability of several contractors) is excluded. An assignment is accepted by either Hemwood B.V. or Hemwood Notariaat B.V.
3. The legal relationship between the client and Hemwood is governed by Dutch law. Without prejudice to the disciplinary rules and dispute resolution applicable to the lawyers and (junior) civil-law notaries of Hemwood, disputes will at first instance be settled exclusively by the Amsterdam District Court.
4. Deviations from these general terms and conditions are only possible in writing.

#### Applicability

5. The present general terms and conditions are applicable to all services rendered by Hemwood, regardless of whether these services are rendered in the capacity of lawyer, (junior) civil-law notary, paralegal, arbitrator, binding advisor or otherwise. The general terms and conditions also apply to all future assignments to Hemwood. By giving (continuing to give) instructions to Hemwood, one agrees with these general terms and conditions.
6. The general terms and conditions apply not only to Hemwood, but also to all partners, the direct and indirect shareholders of the partners, Stichting Derdengelden Hemwood (including its directors), other entities related to Hemwood or the partners, all other persons working for Hemwood and all third parties called in by Hemwood in the implementation of any assignment ("**persons affiliated with Hemwood**").
7. Assignments granted to Hemwood are performed exclusively for the benefit of the client; third parties cannot derive any rights from the performance of activities for the client.

#### Liability

8. The client may expect that Hemwood will perform the assignment granted to it with the required attention, care and expertise. In the event that Hemwood nonetheless imputably fails in this obligation, or in any other obligation, any liability will be limited to the amount paid out in the relevant case under the professional liability insurance taken out by Hemwood and/or the

civil-law notaries, increased by the excess applicable under the policy. The standards which the insurance must at least meet pursuant to the professional and behavioral rules applicable to civil-law notaries have been met.

9. If for any reason no payment should occur under the professional liability insurance taken out by Hemwood and/or the civil-law notaries, any liability will be limited to an amount of €50,000. Any claim for compensation must be brought within a period of two years after the client (or, if not the same: after the injured party) becomes aware of the damage and suspects or could suspect that Hemwood could be liable for it.
10. The persons affiliated with Hemwood are in no way personally liable.
11. In connection with its services, Hemwood is authorized to engage the services of third parties, such as, for example, representatives ad litem at subdistrict courts, bailiffs, other (firms of) notaries, investigation agencies, collection agencies, accountants, tax consultants, the Land Registry, the Chamber of Commerce, other (firms of) lawyers, etc. Hemwood accepts no liability for any shortcomings of these third parties. The client agrees that an assignment given to Hemwood entails the authority to accept any limitations of liability of these third parties also on behalf of the client.
12. The client shall indemnify Hemwood and persons affiliated with Hemwood against claims by third parties for which liability is limited in this article, which indemnification shall also include the related costs.

#### Professional rules and compliance

13. The legal and notarial services provided by Hemwood are subject to respective professional rules and regulations, including with respect to the handling of complaints and disputes. Specific conditions apply to notarial services provided by Hemwood in consumer transactions.
14. The lawyers and (junior) civil-law notaries of Hemwood are registered with the professional organisations applicable to lawyers and (junior) civil-law notaries and are subject to the professional rules (including codes of conduct) of these organizations. The professional organisations provide the professional rules via their website or on request. All lawyers and (junior) civil-law notaries of Hemwood have acquired this professional title in the Netherlands. For more information on the various professional organizations, refer to the address below.
15. Hemwood is obliged to identify its clients in accordance with the applicable legislation and regulations and to obtain that information about its clients which Hemwood is obliged to provide on the basis of the applicable legislation and regulations. Hemwood will not be able to perform its services if the requirements of Hemwood's client identification procedure are not met.
16. Hemwood's services may fall under the Money Laundering and Terrorist Financing (Prevention) Act (WWFT). In connection with this, Hemwood may be required to report situations or transactions of an unusual nature to the Financial Intelligence Unit - Netherlands (FIU-NL). Potentially aggressive tax structures applied on or after 25 June 2018 must be reported to the Tax and Customs Administration. According to the applicable legal regulations, Hemwood is not allowed to inform its client of such a report. By granting an assignment, the client declares to agree therewith.
17. Hemwood will comply with any other statutory reporting or information obligation that applies or becomes applicable to its services.

#### Conflicts of interest

18. Lawyers and (junior) civil-law notaries of Hemwood may offer multidisciplinary services. Hemwood has taken various internal procedural measures to prevent conflicts of interest, including checking for possible conflicts with cases that are and have been handled by Hemwood prior to accepting an assignment. In addition, in accordance with the applicable laws

and regulations, internal rules have been drawn up by the civil-law notaries to draw the attention of their colleagues in the partnership to the rules applicable to the practice of their profession and to oblige them to refrain, as the civil-law notary does, from acts prohibited to the civil-law notary by or pursuant to the law.

#### Clients' funds

19. Hemwood and any related foundation for the management of clients' funds are entitled to retain funds from clients and third parties and to deposit them with a bank of their choice. The civil-law notaries of Hemwood maintain a clients' account within the meaning of Section 25 Notaries Act, to which account (and the management thereof) the notarial rules of conduct and profession are applicable. Hemwood and the persons affiliated with Hemwood are not liable if the bank concerned does not fulfill its obligations.

#### Settlement of disputes by the notarial profession

20. The Complaints and Dispute Settlement Scheme for the Notarial Profession is applicable to the services of (junior) civil-law notaries ([www.knb.nl/over-knb/klachten](http://www.knb.nl/over-knb/klachten) or [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)).

#### Data protection

21. All electronic communications, including email, are considered to be in writing.
22. In the context of its services, Hemwood makes use of digital communication, data storage and cloud computing services to which the client agrees. Hemwood accepts no liability for any damage resulting from the use thereof.
23. Hemwood processes personal data of its clients and persons working there in order to provide an optimum service and to comply with legal obligations.
24. Hemwood will keep electronic or paper files for a minimum of seven years after the last provision of services in the file or for as much longer as Hemwood is required to do so by law or regulations. At the end of this period, Hemwood may destroy the file without notifying the client. If a client requests files or documents, Hemwood may charge a fee for this.