

**General Terms and Conditions of
Notariskantoor Familierecht Meuwese
B.V.**

These general terms and conditions were drawn up in the month of October of the year 2023 and have not been amended since.

1. Notariskantoor Familierecht Meuwese B.V. (hereinafter: Meuwese Family Law) is a private company with limited liability organized under the laws of the Netherlands. Meuwese Family Law practises as civil-law notary and legal adviser in the fields of family law, the laws of succession, and estate planning. Meuwese Family Law has its registered office in Arnhem, the Netherlands, and is listed in the Business Register under number 91054419.

2. These general terms and conditions will apply to any and all assignments given to Meuwese Family Law and all types of services provided by Meuwese Family Law, including any subsequent assignment or changed or additional assignment. The applicability of any general or other terms and conditions of the client is expressly rejected. These general terms and conditions have been drawn up in the Dutch and English languages. In the event of conflict in terms of contents and/or purport, the Dutch-language version will be binding.

3. All assignments will be deemed exclusively to have been issued to, and accepted by, Meuwese Family Law, even if it is the express or implied intention that an assignment will be performed by a specific person. The effect of Articles 7:404 and 7:407(2) of the Dutch Civil Code is fully excluded.

4. Meuwese Family Law has taken out professional liability insurance at least in accordance with the requirements as set by the Royal Dutch Association of Civil-law Notaries.

5. Any liability for services provided or to be provided by or on behalf of Meuwese Family Law or otherwise in any way whatsoever relating to an assignment given to Meuwese Family Law or any other legal relationship entered into by Meuwese Family Law in respect of services will, regardless of the nature or basis thereof, be limited to the amount or amounts to which the professional liability insurance taken out by Meuwese Family Law (hereinafter: PLI) gives entitlement in the relevant situation, increased by the policy excess imposed on Meuwese Family Law under such PLI. If, for any reason whatsoever, no payment is made under the PLI, any liability will be limited to the fee invoiced by Meuwese Family Law to the client for the specific assignment. Any right of action to claim compensation of damage will be prescribed on the expiry of a period of one year and will in any event expire three years following the day on

which the client became aware of the damage as well as the person liable for such damage.

6. The limitation of liability as described in article 5 will also apply in the event that Meuwese Family Law is held liable for the improper performance of any equipment, software, data files, registers or other items, without limitation, used in the performance of the assignment.

7. If any damage is caused to any persons or items by or in connection with the performance of an assignment or otherwise, for which Meuwese Family Law is liable, such liability will be limited to the amount or amounts to which the general business liability insurance (hereinafter: GBLI) taken out by Meuwese Family Law gives entitlement, increased by the policy excess imposed on Meuwese Family Law under such GBLI.

8. Any claim for damages brought against employees or civil-law notaries or a deputy for a civil-law notary of Meuwese Family Law, persons with whom a partnership has been entered into, or the professional companies under which certain professionals provide their services, or their directors, will be excluded.

9. Meuwese Family Law will be authorised to engage third parties in the performance of assignments. Meuwese Family Law will be authorised to accept any limitations of

liability used by such third parties also on behalf of clients of Meuwese Family Law. Any liability on the part of Meuwese Family Law itself for any failures and/or errors on the part of such third parties will be excluded.

10. The limitations and exclusions of liability as set forth in these general terms and conditions will also apply in the event of damage as a result of an assignment being incorrectly refused.

11. Meuwese Family Law will perform assignments for the benefit of the client only. No third parties can derive any rights from the substance of the services provided, or more in general from the way in which the assignments have or have not been performed.

12. Not only Meuwese Family Law, but also any and all natural persons and legal entities, both those associated with Meuwese Family Law in any way whatsoever and any third parties engaged in the performance of any assignment from a client, including the natural persons and legal entities referred to in article 8, may invoke these general terms and conditions. Any such natural persons or legal entities may at all times invoke this irrevocable third-party clause agreed for their benefit.

13. Meuwese Family Law will clearly inform the client in good time of the financial consequences of its engagement. Unless agreed otherwise, the fee will be

determined on the basis of the hours spent on the assignment multiplied by the hourly rate used. Meuwese Family Law will be authorised to adjust any agreed hourly or other rates on 1 January of each year. In such event, and as from such time, the new rates may also be charged in any current cases. Meuwese Family Law will notify the client in good time if more costs will be invoiced than agreed. Meuwese Family Law may not charge the costs of its services to any other assignment, other part of the assignment, or any party other than the client.

14. Invoices will be payable within 14 days of the date of the invoice, unless agreed otherwise or stated otherwise in or with the invoice. In the event of late payment, the client will be in default. In such event, the client will be liable to pay default interest (equal to the statutory interest) as well as costs of collection. If Meuwese Family Law has to send out reminders, administrative costs in the amount of EUR 25 will be charged. The costs of collection will be calculated on the basis of the Dutch Extrajudicial Collection Costs (Compensation) Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*).

15. In the event that an assignment is given by multiple persons, each of them will be jointly and severally liable for the costs (fee and disbursements, if any) due to Meuwese Family Law on account of that assignment. If the assignment is given by a natural person on behalf of a legal entity,

the assignment will be deemed also to have been given by that natural person.

16. Meuwese Family Law reserves the right to discontinue or suspend performance of the assignment if the client fails to perform its financial or other obligations or if Meuwese Family Law is of the opinion that the necessary bond of trust with the client has been lost. If Meuwese Family Law discontinues or suspends its services, it will notify the client thereof. Meuwese Family Law will not be liable for any damage caused as a result.

17. The interest rate on the clients' account held by Meuwese Family Law may be positive or negative. In the event of a positive rate, interest equal to the interest received by Meuwese Family Law on any credit balances held for the client in the clients' account will be reimbursed. In the event of a negative rate, the client will pay a negative interest equal to the interest payable by Meuwese Family Law on such clients' account.

18. Any transfer of claims within the meaning of Article 3:83 of the Dutch Civil Code to Meuwese Family Law will be excluded. Any pledge of a claim to Meuwese Family Law will be excluded as well.

19. Our services will be subject to the Complaints and Dispute Settlement Scheme for the Notarial Profession, see

also www.knb.nl
and www.degeschillencommissie.nl.
Meuwese Family Law has an office
complaints procedure in place within the
meaning of the Complaints and Dispute
Settlement Scheme Bylaw, which office
complaints procedure will apply to the
handling of complaints brought by clients.
Such procedure can be found on
[www.familie rechtmeuwese.nl/klachtenreg
eling](http://www.familie rechtmeuwese.nl/klachtenregeling). The Disputes Committee for the
Notarial Profession will not accept any
complaint for handling until the office
complaints procedure has been completed.

20. Under certain circumstances, as a result
of laws and regulations (including the
Dutch Anti-Money Laundering and Anti-
Terrorist Financing Act), Meuwese Family
Law is required to establish the identities
of clients, their directors, and ultimate
beneficial owner(s), and to notify the
authorities of any unusual transactions,
without informing such clients. Meuwese
Family Law will independently determine
whether it is required to issue a
notification, without any consent being
required. In the event of reliance on the
professional privilege or the duty of
confidentiality, a notification to the parties
involved may suffice. In those situations,
among others, the notification duty may be
shifted to the client.

21. Meuwese Family Law is the controller
within the meaning of the General Data
Protection Regulations (GDPR). We process
personal data in accordance with our

privacy notice, which can be found
on [www.familie rechtmeuwese.nl/privacyv
erklaring](http://www.familie rechtmeuwese.nl/privacyverklaring).

22. The legal relationship between
Meuwese Family Law and the client will be
governed exclusively by the laws of the
Netherlands. Unless dictated otherwise by
article 19, any and all disputes will be
submitted to the exclusive jurisdiction of
the competent court in Arnhem.