

## **civil-law notary through practice with corporate personality - general terms and conditions -**

1. The notarial practice is a practice with corporate personality (TACT Notaris B.V.). A civil-law notary practising through a practice with corporate personality is the contracted party. The contracting party is the client: one or more natural or legal persons who instruct the civil-law notary to perform work.
2. The provisions of these General Terms and Conditions are stipulated not only for the notarial practice, but also for each of our shareholders and directors of the shareholders, the notaries, the junior notaries and all other persons who are or were employed at the notarial practice in whatever capacity including their successors in title. Third parties engaged for the performance of the instruction may also rely on these general terms and conditions.
3. With regard to the acceptance of all instructions, the provisions of Sections 404 and 407(2) of Book 7 of the Dutch Civil Code are excluded.
4. The liability of the civil-law notary is limited to the cover for which professional liability insurance has been taken out, plus the excess, if applicable. Minimum standards which the insurance must comply with are included in the applicable Rules of Professional Conduct and Practice. If, for whatever reason, no payment is made under this insurance, the liability of the civil-law notary is limited to an amount equal to the fee charged for the performance of the relevant instruction involving the work from or as a result of which the damage and/or loss has occurred.
5. The limitation of liability also applies if the civil-law notary is held liable for damage and/or loss arising directly or indirectly from the incorrect functioning of the equipment, software, data files, registers or other items used by the civil-law notary in the performance of the instruction.
6. Any claim for compensation may not be made against employees of the civil-law notary, other persons who work with, for or on behalf of the civil-law notary or with whom a cooperative venture has been entered into, nor against directors of legal entities who are responsible for performing the work or with whom a cooperative venture has been entered into.
7. Every right to compensation will in any case lapse twelve months after the event from which the liability arises either directly or indirectly; this does not exclude the provisions of Section 89 of Book 6 of the Dutch Civil Code.
8. If an instruction is given by several persons, each of them will be jointly and severally liable for the payment of the invoice for the work performed by the civil-law notary. If the instruction is given by a natural person on behalf of a legal person, the instruction will be deemed to have also been given by the natural person.
9. When engaging third parties, the civil-law notary will at all times exercise due care. The civil-law notary will not be liable for any shortcomings of third parties engaged. The civil-law notary will be deemed to have been authorized by the client to accept, on behalf of the client, any limitations of liability of third parties.
10. The civil-law notary will inform the client in good time and clearly of the financial consequences of his engagement. The fee will be determined based on the hours spent on the instruction multiplied by the hourly rate applied by the civil-law notary, unless otherwise agreed. If the civil-law notary performs work as a result of a purchase agreement, the parties will be charged the fee as agreed by the parties in the purchase agreement. If nothing has been agreed in this respect, the civil-law notary will charge the purchaser the fee.

The civil-law notary will inform the client in good time if more costs will be charged than agreed on.

The civil-law notary may not charge the costs of his work to another instruction, another part of the instruction or any party other than the client.

11. An instruction will be deemed to have been accepted:
  - if the client has received confirmation of the instruction from the contracted party; or
  - if the client takes receipt of either a draft deed drawn up on behalf of the civil-law notary at the client's request or of a personal advice that has been given; or
  - if the civil-law notary receives a purchase agreement stipulating that the civil-law notary will execute the deed of transfer and commences all the related work.
12. Invoices must be paid within fourteen days of the invoice date, unless otherwise agreed or otherwise specified by the civil-law notary on or with the invoice. If payment is not made within this period, the client will be in default. In that case, default interest (equivalent to the statutory interest) and collection costs will be payable by the client. The collection costs will be charged based on the Dutch Extrajudicial Collection Costs (Fees) Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*). If the client is a legal person or a natural person acting in the course of his/her business or profession, then contrary to the provisions of the above decree 15% of the outstanding claim will be charged by way of collection costs, with a minimum of EUR 250.
13. The Money Laundering and Terrorist Financing (Prevention) Act (*Wet ter voorkoming van witwassen en financiering van terrorisme*) will apply to the services of the civil-law notary. In connection with this, the civil-law notary will be obliged, inter alia:
  - to have a 'client screening' performed in connection with the services to the client, which will include ascertaining and verifying the client's identity; and
  - to report any unusual situation or transaction to the Financial Intelligence Unit-Netherlands (FIU-Netherlands) without the knowledge of the parties involved in the instruction.
14. A debt payable by the civil-law notary on account of the payment of a sum by reason of a legal act stipulated in a deed cannot be assigned or pledged. The civil-law notary will only pay out a sum, in accordance with the notarial rules of professional conduct and practice, to a person acting as a party to a deed and/or who is able to claim the payment of the sum by reason of the legal act stipulated in the deed, except where these rules provide otherwise.
15. We reserve the right to destroy the papers relating to the engagement which we keep on file, five years from the start of the day following the day on which we completed our work. We will not, of course, destroy any deeds.
16. The notarial practice can charge expenses to you for your use of our trust account. The notarial practice will reimburse any positive interest to you (or entitled party) if and insofar as the amount is in our trust account for more than five days. If the bank charges expenses and/or negative interest for the trust account, the notarial practice is entitled to charge on such negative interest and/or expenses to you (or entitled party) whether or not by means of a fixed amount. By engaging our services you declare your agreement to this.
17. The civil-law notary will comply with all existing rules of professional conduct and practice. An explanation of these rules can be found in the consumer brochure 'Spelregels voor notaris en consument' (Rules of the game for civil-law notaries and consumers), prepared by the Dutch Royal Notarial Association in consultation with the Dutch Consumer's Association and the Dutch Association of (Prospective) Home Owners. This brochure can be found on [www.knb.nl](http://www.knb.nl) and can be provided on request.
18. A Complaints and Dispute Settlement Procedure for the Notarial Profession applies. This

can be found on [www.knb.nl](http://www.knb.nl) and [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl). The Disputes Committee for the Notarial Profession will not deal with a complaint until the office complaints procedure has been completed.

19. In the event that the civil-law notary/ the notarial practice (or another person/company in accordance with article 2 of these general terms and conditions) is involved in disciplinary proceedings and this does not result in a conviction of the civil-law notary/the notarial practice (or another person/company in accordance with article 2 of these general terms and conditions), the complainant will owe the notarial practice the legal costs fixed at a fixed amount of at least €3,500.00. The aforementioned fixed compensation for the legal costs also applies if the notarial practice / the civil-law notary wants to submit a dispute to the court for assessment in case of well-founded doubt.
20. Dutch law will apply to the services provided and to any claim for liability. Any disputes will be settled exclusively by the Dutch courts or the Disputes Committee.

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