

GENERAL TERMS AND CONDITIONS

1. Applicability

- 1.1 Trajectum Notariaat is a partnership of legal entities, with its registered office in Utrecht.
- 1.2 These general terms and conditions apply to all instructions and to any additional follow-up instructions awarded to Trajectum Notariaat, and to the legal relationships ensuing from or connected with said instructions.
- 1.3 If any element of these general conditions proves to be or becomes void then the other provisions of these general terms and conditions will remain in full force and parties will be obligated to use their best efforts to agree in sound consultation on a replacement clause that is valid and best approximates parties' original intentions.
- 1.4 Parties may depart from these general terms and conditions only through a document setting forth the departing provisions, duly signed by parties.
- 1.5 These general terms and conditions are hereby stipulated also for the benefit of those natural persons and legal entities and third parties that either directly or indirectly are involved in any manner or form in the services being provided by Trajectum Notariaat.

2. Instruction

- 2.1 An instruction is formed through a confirmation of instruction by Trajectum Notariaat, or at commencement of services by Trajectum Notariaat without the client objecting immediately upon first being apprised thereof.
- 2.2 All instructions are deemed to be given and accepted by Trajectum Notariaat and do not result in personal rights, obligations or liability of partners or associates of Trajectum Notariaat and do not end if such partners or associates quit Trajectum Notariaat. This applies equally if the explicit or implicit intention is for the instruction to be implemented by a specific person. Application of articles 7:404 and 7:407 section 2, *Burgerlijk Wetboek* [Dutch Civil Code], is hereby excluded.
- 2.3 The client indemnifies Trajectum Notariaat against claims of third parties including reasonable costs of legal assistance in any way relating to the activities performed for the client, unless a claim results from gross negligence or intention.
- 2.4 Pursuant to the *Wet ter voorkoming van witwassen en financieren van terrorisme* [Prevention of Money Laundering and Terrorist Financing Act] (*Wwft*) Trajectum Notariaat is obligated in certain situations to disclose financial transactions and/or establish and record the identity of (certain persons forming part of) its client. Trajectum Notariaat accepts no liability towards the client for compliance with its statutory obligations and consequences thereof.

3. Fee and Disbursements

- 3.1 The costs entailed in the performance by Trajectum Notariaat of the instruction comprise fee and disbursements, plus VAT.
- 3.2 Unless explicitly agreed otherwise between parties, the fee is calculated on the basis of billable hours multiplied by the respective applicable hourly rates.
- 3.3 The hourly rate is established on the basis of the base hourly rate to be periodically established by Trajectum Notariaat, which rate is multiplied by a factor that is a function of the experience and specialist skills of the person performing the instruction, of the financial interest that is at stake in and the degree of urgency associated with the instruction.
- 3.4 Unless explicitly agreed otherwise, Trajectum Notariaat is competent to amend above-mentioned base hourly rate as the matter under instruction progresses.
- 3.5 If the base hourly rate is increased by more than 10% at once or within three months after commencement of the instruction then the client will be entitled to dissolve the agreement. This right lapses upon expiration of the payment period of the first invoice sent after the increase of the base hourly rate has come into effect.
- 3.6 Disbursements are costs incurred by Trajectum Notariaat for the benefit of the client (e.g. land-registry fees, registration fees, travel expenses, court fees, fees for extracts, advertisement costs, courier costs and cost for the *Kwaliteitsfonds Notariaat* [Notarial Quality Fund]).

4. Payment

- 4.1 Activities and disbursements are paid for on a monthly basis in arrears.
- 4.2 The payment period is fourteen days. Under no circumstance is the client entitled to suspend his payment obligations towards Trajectum Notariaat.

- 4.3 If an invoice is not paid within the payment period then the client will be in default and the applicable legal interest will be due.
- 4.4 If payment is not made after a demand letter has been sent and collection measures have been initiated then the collection costs will be for account of the client.
- 4.5 If an invoice, or a retainer, is not paid within the payment period stipulated then Trajectum Notariaat will be entitled to suspend its activities after having notified the client of its intention to do so. Trajectum Notariaat is not liable for damage resulting from such suspension of its activities.

5. Retainer

Trajectum Notariaat may demand from the client a retainer before commencing the activities associated with the instruction. The amount of the retainer is set off against the closing invoice relating to the instruction.

6. Liability

- 6.1 Trajectum Notariaat has taken out professional liability insurance for the amount prescribed by the *Koninklijke Notariële Beroepsorganisatie* [Royal Netherlands Notarial Association].
- 6.2 Any liability is limited to the amount paid out under the applicable insurance contract in the context of the pertinent matter and increased by the amount of the deductible that is for account of Trajectum Notariaat for that matter under said insurance contract. If for whatever reason no payout is made under said insurance then any liability will be limited to an amount equal to twice the fee that was invoiced in the pertinent matter in the twelve-month period preceding the event that was the cause of the liability, such up to a maximum of € 50,000.00.
- 6.3 If the performance of the instruction requires Trajectum Notariaat to engage a natural or legal person or a third party not forming part of Trajectum Notariaat who is to perform activities in the context of the performance of an instruction then Trajectum Notariaat will not be liable for errors that might be made by such a natural or legal person or third party.
- 6.4 Natural or legal persons or third parties being engaged in the context of the performance of an instruction may wish to limit their liability. All instructions awarded to Trajectum Notariaat assign to the latter the competence to accept this type of limitation of liability on behalf of the client as well.
- 6.5 Without prejudice to article 6:89, *Burgerlijk Wetboek* [Dutch Civil Code], a claim for damages will lapse if such a claim has not been brought before the competent court within one year after the facts on which the claim is based were known or could reasonable have been known to the client.

7. Archiving

Notarial dossiers are retained for a period as prescribed by statutory retention rules, after which period Trajectum Notariaat is at liberty to destroy such dossiers.

8. Applicable Law / Competent Court

- 8.1 The legal relationship between Trajectum Notariaat and its clients is subject to the laws of the Netherlands.
- 8.2 Any dispute between Trajectum Notariaat and a client are heard exclusively by the Dutch courts.
- 8.3 The services of Trajectum Notariaat are subject to the notarial complaints and disputes regulation, which regulation can be consulted at www.knb.nl and www.degeschillencommissie.nl.
- 8.4 These conditions are available in the English language as well. In the event of a dispute about content or purport thereof the wording in the Dutch language shall be binding.

These general conditions have been filed with the Registry of the Sub-district court in Utrecht under number 41/2023. Upon due request these general conditions will be provided at no payment and without delay, and they may be also consulted via www.trajectumnotariaat.nl.