

# CIVILENCE

## General Terms and Conditions Civilence B.V.

1. Civilence B.V. is a private limited company established under the laws of the Netherlands, with registered office in Amsterdam, registered at the Trade Register under number: 34285543 (hereinafter referred to as: "Civilence").
2. These general terms and conditions also relate to: (i) all employees, former employees and others who are or have been in whatever way working for or in the employment of or related to Civilence including their heirs; (ii) all shareholders, former shareholders, directors, former directors, legal representatives and former legal representatives of Civilence including their heirs; and (iii) all practice companies with whom Civilence has or had a management agreement including their directors and (direct or indirect) shareholders.
3. These general terms and conditions are applicable to all services rendered by or on behalf of Civilence irrespective of whether these services are provided in the capacity of (candidate) civil law notary, legal and paralegal associates or others. The applicability of other general terms and conditions, such as those of the client, is explicitly excluded.
4. Instructions (*opdracht*) are solely accepted by and on behalf of Civilence B.V., even where the expressed or implied intention is for such instructions (*opdracht*) to be implemented by a specific person. Notwithstanding articles 7:404, 7:407, section 2, and 7:409 of the Dutch Civil Code, no party set out in article 2 is personally obligated or liable to implement such instructions (*opdracht*) and the death of any such party does not terminate the instructions (*opdracht*), even if given with a view to them being provided by a specific person.
5. The performance of the instructions given to Civilence is exclusively for the benefit of the client. Third parties have no rights or claims whatsoever related to the performance of such services.
6. Any professional liability of Civilence shall be limited to the amount that is paid out in the particular case under the professional indemnity insurance policy or policies it has entered into, plus the amount of the deductible that is not payable by the insurers under the conditions of the policy. Information concerning said professional indemnity insurance will be made available upon request. If for whatever reason no amount is paid out under the insurance policy, all liability is limited up to the amount that Civilence has billed in that particular file up to a maximum of EUR 50,000, provided that such bill was fully paid. Any claim against Civilence and/or against the parties mentioned in article 2 of these general terms and conditions will become time barred 12 months after the claimant party becomes or should have become aware of the fact giving rise to the damage.
7. Civilence B.V. does not provide tax advice of any nature whatsoever and our advice should not be considered tax advice, unless expressly agreed otherwise in writing.
8. In connection with its services, Civilence is authorized to use the services of third parties, such as attorneys in fact, local counsels, bailiffs, research companies, collection agencies,

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accountants, tax experts, the land registry, the Chamber of Commerce, law firms and/or notary firms etc. Civilence is not liable for any shortcomings on the part of such third parties. The client herewith indemnifies Civilence against all claims of third parties, including the related costs incurred by Civilence, which claims are directly or indirectly related to the services performed for the client, except in the case of deliberate wrongdoing or gross negligence on the part of Civilence. It is possible that parties whose services are used in connection with the services rendered by Civilence would wish to limit their liability in relation thereto. Civilence assumes, and in so far as is necessary herewith states, that all the instructions given by clients to Civilence include the capacity to accept such limitation of liability on behalf of those clients.

9. The exclusions of liability described in these general terms and conditions apply to all events, acts and omissions and also apply without exception to the improper functioning of equipment, software, databases, registers or other media used by Civilence in the performance of its services as well as to any interception of audio and or data transmissions by telephone, fax or e-mail. All e-mail, data, audio, fax and telephone transmissions and communications are not encoded unless the client explicitly requests otherwise in writing and in advance.
10. Unless agreed otherwise in writing, fees will be based on time worked multiplied by the applicable rates as set from time to time by Civilence B.V.. The applicable rates are available upon request at any time. Disbursements incurred on a client's behalf will be charged separately. All amounts to be mentioned exclude value added tax.
11. The term of payment shall be 14 days after the invoice date. Payment must be made in the manner stated in the invoice. If payment is not made, the client shall be in default by operation of law and shall owe overdue payment interest equal to the statutory interest. The costs of collection measures at a minimum 10% of the outstanding balance shall be charged to the client.
12. Prior or in order to continue its provision of services, Civilence shall at all times be entitled to demand from the client one or more advance payments, which will be set off. In the event of default in payment of same, Civilence shall be authorized, after prior notification, not to commence, to suspend, or to cease its work. Unless explicitly agreed upon otherwise the advance payment shall be set off against the final invoice in the applicable file. Civilence is also entitled to set off the advance payment against any other invoice not paid in that file or in any other file of the client. Civilence is entitled to alter the tariffs (fees) with effect from a future date.
13. Civilence is entitled, without notice, to remove from its archives and destroy files and the documents contained therein, including documents which are owned by the client or third parties, in the event seven years or more have passed after the relevant case, handled by Civilence, has been closed.

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14. On the basis of current regulations (including the Act on Prevention of Money Laundering and Terrorist Financing), Cividence is required to verify the identity of clients and to report, in certain circumstances, unusual transactions to the appropriate authorities. By giving Cividence an assignment, the client confirms to be familiar with this and, to the extent necessary, to give his/her consent for this.
15. Cividence shall hold the funds in its possession in connection with the performance of the assignment in a third party account (*kwaliiteitsrekening*) with a bank established in The Netherlands. Cividence shall not be liable for any costs or liabilities caused by acts or omissions of the bank or non-compliance with the bank's obligations. Negative interest charged on the funds held by the client or a third party shall be charged to the client or the third party respectively and may be deducted from the amount deposited.
16. Electronic communication, including e-mail, shall be deemed to be in writing. Client consents to electronic communication and acknowledges that it is not secure. Cividence is not liable if electronic communications are intercepted, manipulated, delayed, misdirected or infected with a virus. In the event that the client is acting in the exercise of a profession or business, the applicability of article 6:227b paragraph 1 of the Civil Code, which relates to the provision of information in electronic commerce, and of article 6:227c of the Civil Code, which relates to the manner in which agreements in commercial commerce are entered into electronically, is excluded.
17. Cividence processes personal data of its clients and persons working there in the context of providing its services and fulfilling legal obligations. For more information, see the privacy statement and cookie statement on Cividence's website: [www.cividence.com](http://www.cividence.com).
18. The service provided by Cividence in respect of consumer transactions is subject to the Complaints and Disputes Procedure for the civil law notaries. This regulation can be consulted via [www.knb.nl](http://www.knb.nl) and [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl).
19. The legal relationship with and the services rendered by Cividence shall be exclusively governed by Dutch law. Disputes shall be exclusively resolved by the court in Amsterdam.
20. These general terms and conditions have been drafted in Dutch and translated into English. The Dutch text of the terms and conditions shall prevail over the English text.
21. These general terms and conditions are deposited with the Chamber of Commerce.