

## **General Terms and Conditions of KRAGD Notarissen B.V.**

### **Definitions**

In these General Terms and Conditions the following terms have the following meanings:

- "GDPR": the General Data Protection Regulation;
- "General Terms and Conditions": these General Terms and Conditions of KRAGD;
- "Civil Code": the Dutch Civil Code;
- "FIU": Financial Intelligence Unit - the Netherlands, based in Zoetermeer;
- "KRAGD": the private limited company **KRAGD Notarissen B.V.**, having its corporate seat in The Hague and its office address at Prinses Margrietplantsoen 51A, 2595 BR The Hague, registered in the Commercial Register of the Chamber of Commerce under number 27292427;
- "KNB": the Royal Dutch Association of Civil Law Notaries (*Koninklijke Notariële Beroepsorganisatie*) with seat in The Hague;
- "Client Trust Account": a bank account as referred to in Section 25 of the Wna, held by KRAGD with a bank based in the Netherlands;
- "Client": a natural person or legal entity or group of legal entities engaging the services of KRAGD, individually or jointly with others;
- "Wna": the Dutch Civil Law Notaries Act (*Wet op het notarisambt*);
- "Wwft": the Dutch Money Laundering and Terrorist Financing (Prevention) Act (*Wet ter voorkoming van witwassen en financieren van terrorisme*).

### **Article 1 - KRAGD**

KRAGD is a private limited company having its corporate seat in The Hague, whose object is to carry on a notarial practice.

### **Article 2 - Scope of application**

1. These General Terms and Conditions apply to all engagements accepted by KRAGD, any follow-up engagements and all other services.
2. These General Terms and Conditions also inure to the benefit of the shareholders and directors of KRAGD, as well as the shareholders and directors of the holding companies, as well as all the civil law notaries, assigned civil law notaries, junior civil law notaries, paralegals and all other individuals working at, for or on behalf of KRAGD.
3. KRAGD expressly rejects the applicability of any general terms and conditions of the Client.

### **Article 3 - Engagement/Agreement**

1. "Engagement" and/or "Agreement" means a contract as defined in Section 400 in Book 7 of the Civil Code under which KRAGD undertakes to the Client to perform specific services.
2. Engagements are accepted by KRAGD on condition that Sections 404, 407(2) and 409 in Book 7 of the Civil Code do not apply and will not be deemed to have been accepted by any person associated with KRAGD. This also applies if it is the Client's express or implied intention that the Engagement should be performed by a specific person.

### **Article 4 - Commencement of the Engagement**

1. The agreement ("Agreement") consists of the quote or, as the case may be, engagement letter and these General Terms and Conditions. An Agreement is formed when KRAGD receives the signed quote or, as the case may be, engagement letter, including an acknowledgement of acceptance of these General Terms and Conditions. If a quote or an engagement letter has been issued, KRAGD reserves the right to use its capacity for other purposes as long as it has not received the signed quote or engagement letter from the Client.
2. A quote or engagement letter is based on the information provided by the Client to KRAGD at the time when it is issued. The quote or engagement letter is deemed to accurately and fully reflect the Agreement. The Client must notify KRAGD immediately of any inaccuracies.
3. If oral instructions have been given to undertake the Engagement, or if the signed engagement letter has not yet been received by KRAGD (as a hard copy or by email), the Agreement will also be deemed to have been formed on these Terms and Conditions at the time when (i) KRAGD starts performing the Engagement at the Client's request, or (ii) the Client tacitly accepts a draft deed or another document prepared by KRAGD.
4. Receipt by KRAGD of a purchase agreement or other agreement stipulating that a transfer deed or another deed based on that agreement will be executed before KRAGD implies that the contracting parties to that agreement have engaged KRAGD to undertake all work with respect thereto.
5. The Agreement supersedes and replaces all previous proposals, correspondence, agreements or other communications, whether written or oral.
6. The Agreement is entered into for an indefinite term, unless it follows from the scope, nature or spirit of the Engagement that it has been concluded for a fixed term.

### **Article 5 - Time limits**

1. If the Client must make an advance payment or must make information and/or materials available that are needed for the performance of the Agreement, the period within which the work must be completed will not begin until KRAGD has received the payment in full or, as the case may be, all the information and/or materials have been provided to KRAGD.
2. Time limits within which the work must be completed are of the essence only if this has been explicitly and specifically agreed in writing.

### **Article 6 - Calculation of KRAGD's fee**

1. Except as otherwise agreed, the fees payable by the Client to KRAGD are calculated on the basis of the number of hours worked on the Engagement multiplied by the hourly rates charged by KRAGD. The hourly rates are subject to change from time to time.
2. Fees are subject to a mark-up to cover office expenses. Where applicable, costs charged by third parties (including disbursements) and statutory charges are passed on to the Client.
3. Value added tax is charged on all amounts due at the applicable rate as appropriate.
4. The amount of the fee charged and the other costs may be disputed only in writing and only within thirty (30) days of the date of the disputed bill.
5. KRAGD will not charge the costs of its services against another Engagement, against another component of the Engagement or to someone other than the Client.

### **Article 7 - Services not resulting in a notarial deed**

KRAGD may also charge the Client for advisory and other services performed by KRAGD that do not result in a notarial deed. In that case the fee is calculated as set out in Article 6. If KRAGD performs services in relation to a purchase agreement or other agreement between parties, KRAGD will charge its fee in accordance with the provisions agreed between the parties in the purchase agreement or other agreement or, in the absence

of such a provision, to the Client. KRAGD and the parties/the Client may derogate in writing from the fee to be charged in accordance with the purchase agreement.

**Article 8 - Engagement of third parties for the Client**

1. KRAGD may engage the services of third parties for the performance of the Engagement, at the risk and expense of the Client.
2. KRAGD will consult with the Client, where possible, about the selection of third parties to be engaged by KRAGD, and will exercise due care in selecting such third parties. KRAGD will not be liable for any omissions or shortcomings on the part of such third parties. The Client authorizes KRAGD to enter into an agreement with such a third party for and on behalf of the Client and to accept, for and on behalf of the Client, any limitation of liability by third parties. Costs charged by third parties are payable by the Client. KRAGD will never be the client of such third parties.

**Article 9 - Rights of third parties**

Engagements are performed solely for the benefit of the Client. Third parties cannot derive any rights from the content of the services performed, except as expressly otherwise agreed. If the Client makes the content of the services performed by KRAGD for the Client available to a third party, the Client is under an obligation to KRAGD to inform such third party of the fact that the services were performed exclusively for the Client and subject to these General Terms and Conditions. If a third party in any way uses the content of those services, such third party will be bound by these General Terms and Conditions.

**Article 10 - Termination of an Engagement before completion**

1. If a Client terminates an Engagement for the provision of services before it is completed, KRAGD will be entitled to bill the Client for the work undertaken on the basis of the number of hours worked by KRAGD on the Engagement, subject to the provisions of Article 6.
2. If it becomes apparent, shortly before an agreed appointment for the execution of (the) notarial deed/s, that the appointment cannot take place and if it then also transpires that it has become impossible for the transaction to be completed, KRAGD will be entitled, in derogation of the above provisions, to charge the full fee agreed for the Engagement with respect to the services referred to in Paragraph 1.
3. If a circumstance as referred to in Paragraph 2 arises and no fee has been agreed, the fee will be calculated in accordance with the provisions of Article 6.

**Article 11 - Payment**

1. Except as expressly otherwise agreed, the fees due and any disbursements must be received by KRAGD no later than the date on which the deed is signed, before the time of signature.
2. If the services provided do not involve any payments between parties or if no deed is signed, KRAGD's bill must be paid within fifteen (15) days of the date of the bill.
3. All payments must be made without any deferment and/or set-off.
4. KRAGD may issue interim bills. Disbursements and invoices from third parties may be passed on immediately.
5. KRAGD also reserves the right to request payments on account of future fees and disbursements.
6. Interim bills and payment on account bills must also be paid within fifteen (15) days of the date of the bill.
7. Payments on account will be applied against the final bill for the Engagement, unless they have already been billed in the interim in accordance with Paragraph 4.

**Article 12 - Liability of the Client**

1. If KRAGD is engaged by more than one (1) person, each of them will be jointly and severally liable for the amounts payable to KRAGD under the Engagement. If an Engagement is undertaken on the instructions of a natural person acting on behalf of a legal entity, such natural person will also be Client in his or her private capacity. If the legal entity fails to pay a bill, the natural person will consequently be personally liable for payment thereof, regardless of whether the bill is issued in the name of a legal entity or in the name of the Client as a natural person.
2. If the Client dies, his rights and obligations will pass to his successors by universal title.
3. The Client is liable him or herself for any faults or errors resulting from the provision of incorrect or incomplete information by the Client to KRAGD, in particular if it is not reasonably possible for KRAGD, or if KRAGD is not permitted under applicable laws and regulations, to check or verify the accuracy of information. The Client indemnifies KRAGD in such cases from and against any claims by third parties on account of loss or damage resulting from failure by the Client to provide information or to provide correct or complete information.

**Article 13 - Paying out funds**

A claim against KRAGD for the payment of funds pursuant to a juristic act laid down in a deed may not be assigned or pledged to another party. Pursuant to the Rules of the Board of KNB, KRAGD will pay out a sum of money only to someone who is party to the deed and/or who is entitled to the payment pursuant to the juristic act laid down in the deed, except where these Rules provide otherwise.

**Article 14 - Payment of interest and funds held on deposit**

1. Any interest received by KRAGD on funds it holds on deposit for longer periods will be paid to the party entitled thereto.
2. For the sake of clarity KRAGD notes for the purposes of this provision that it will pay interest only if funds are held on deposit by KRAGD for five (5) days or longer.
3. If KRAGD holds funds on deposit and the bank charges interest or other costs to KRAGD with respect to those funds, KRAGD will pass on such interest and costs to the party entitled to those funds. Interest charged/to be charged by the bank on funds held on deposit by KRAGD will be charged/passed on by KRAGD, except as otherwise agreed.
4. The funds referred to in this Article expressly include funds placed on deposit with KRAGD in respect of which KRAGD has established that there is no complete agreement between the parties as to which party is entitled thereto, or other funds that have been or must be placed on deposit with KRAGD pursuant to the rules and legislation applying to civil law notaries.
5. Funds held on deposit may and will be paid out by KRAGD to a party only:
  - if KRAGD receives written and, where applicable, identical instructions to that effect from the party or parties in question; or
  - after a final and non-appealable judgment or a judgment declared enforceable with immediate effect has been rendered.
6. The parties to a deposit held by a civil law notary as referred to in this Article have a conditional claim on KRAGD, subject to the suspensory condition that, and to the extent that, the parties in question are considered to be the ultimate beneficiaries of the amount in question or the relevant part thereof.
7. The provisions of this Article apply except as otherwise provided in the instrument of deposit or if there is no instrument of deposit.

**Article 15 - Collection costs**

1. KRAGD's bills/invoices must be paid within fifteen (15) days of the invoice date, except as otherwise agreed or otherwise specified by KRAGD in the invoice or in an accompanying document.

2. If payment is not made within this period, the Client will be in default. In that case, default interest (at the statutory interest rate) and collection costs will be payable by the Client. The collection costs are calculated in accordance with the Dutch Extrajudicial Collection Costs (Fees) Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*). If the Client is a legal entity or a natural person acting in the course of his/her business or profession, the collection costs will be 15% of the outstanding claim, subject to a minimum of €250.00, in derogation of the Decree referred to above. KRAGD reserves the right to decide not to charge default interest and the right to derogate from the collection procedure referred to in this Article.

#### **Article 16 - Rules of professional conduct and practice; laws and regulations**

1. KRAGD complies with all rules of professional conduct and practice that are applicable to KRAGD and with all other obligations under applicable laws and regulations.
2. Under the Wwft, KRAGD is obliged, inter alia, to conduct a customer due diligence in the context of its services, which client due diligence includes the establishment and verification of the Client's identity.
3. KRAGD is obliged to report any unusual transactions and situations to FIU. If KRAGD reports such a transaction, KRAGD will not (and is not permitted to) disclose this to the party or parties involved in the Engagement.
4. The Client undertakes to respect the restrictions and limitations that may result from the provisions of Paragraphs 1 to 3 for KRAGD in the performance of the Engagement.
5. An explanation of the rules referred to in this Article can be found in the consumer brochure entitled 'Spelregels voor notaris en consument' (Rules for civil law notaries and consumers). This brochure (in Dutch) is available on [www.knb.nl](http://www.knb.nl) and a hard copy will be provided by KRAGD upon request.

#### **Article 17 - Complaints**

The Complaints and Dispute Settlement Scheme for the Notarial Profession (*Klachten- en Geschillenregeling Notariaat*) applies. Please refer to [www.knb.nl](http://www.knb.nl) and [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl). The Disputes Committee for the Notarial Profession (*Geschillencommissie Notariaat*) will not consider a complaint until the firm's complaints procedure has been completed.

#### **Article 18 - Liability of KRAGD**

1. In the event of one or more faults or errors in the services performed by KRAGD in carrying out the Engagement, the total compensation payable to the Client/s and third parties in respect of those services will be limited to the amount covered under the professional indemnity insurance taken out by KRAGD, plus any excess not covered under the policy. The applicable rules of professional conduct and practice contain minimum standards that must be met by the insurance policy.
2. No claim for compensation may be made against employees of KRAGD or against other persons who work at, for or on behalf of KRAGD.
3. The limitation of liability set out in Paragraph 1 also applies if KRAGD is liable for errors or faults on the part of third parties engaged by KRAGD (not being third parties as referred to in Article 8), or in case of failure or malfunction of hardware, software, data files, registers or any other items, none excepted, used by KRAGD in the performance of the Engagement.
4. The limitation of liability set out in Paragraph 1 also applies to any loss or damage caused by KRAGD's refusal to perform services without good cause.
5. Any entitlement to compensation will in any case lapse twelve (12) months after the event from which the liability arises directly or indirectly. This is without prejudice to Section 89 in Book 6 of the Civil Code.
6. The limitation of liability referred to in this Article also applies if a message sent in digital form is not transmitted and/or received correctly, in full or on time.

#### **Article 19 - Funds on deposit**

KRAGD may hold funds on deposit in the context of Engagements undertaken by KRAGD. KRAGD will deposit such funds in a Client Trust Account. KRAGD is not liable if the bank fails to fulfil its obligations.

#### **Article 20 - Personal data**

1. To ensure the proper provision of its services, KRAGD digitally stores personal data of Clients, other parties to transactions and other natural persons and legal entities involved in the performance of an Engagement. KRAGD treats and keeps these data in the strictest confidence, in compliance with applicable legislation.
2. KRAGD may (upon request or otherwise) send information about its products or services (such as newsletters and invitations) by post, email or other means, or contact clients by telephone. Data subjects may always object to the use of their personal data for marketing purposes and/or the (continued) receipt of (certain) marketing information, by sending KRAGD a request to stop such use.
3. The Client has the right to request from KRAGD access to personal data of the Client – processed by KRAGD as controller as defined in the GDPR – and/or rectification, erasure or restriction of or addition to such personal data, unless maintaining such personal data is important for the proper functioning of the legal system and/or if this is required by law or under the Wna.
4. A request for access, erasure, transfer and/or rectification should be sent to KRAGD by post or email.
5. More information on how KRAGD handles personal data is provided in KRAGD's privacy statement. This privacy statement is sent to the Client when an Engagement is accepted and can also be viewed on KRAGD's website. Complaints about the processing of personal data should be sent to [verbeek@kragd.nl](mailto:verbeek@kragd.nl). The Client may also lodge a complaint with the supervisory authority, the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*, ([www.autoriteitpersoonsgegevens.nl](http://www.autoriteitpersoonsgegevens.nl))).
6. The Client is obliged (where applicable) to bring these General Terms and Conditions to the notice of the persons working for or for the benefit of their business or to persons related to them whose personal data are processed by KRAGD.

#### **Article 21 - Digital communication**

KRAGD may communicate by digital means. KRAGD has taken appropriate measures to safeguard the confidentiality of digitally transmitted information as far as possible.

#### **Article 22 - Final provisions**

1. If any provision of these General Terms and Conditions or of the Agreement is void or voided, the remainder of the Agreement will remain in force and the provision in question will immediately be replaced, in consultation between the parties, with a provision that most closely matches the intent of the original provision.
2. Provisions of these General Terms and Conditions that are expressly or implicitly intended to survive the termination of the Agreement will continue in full force and effect and remain binding upon the parties.
3. If KRAGD has provided the Client with a translation of these General Terms and Conditions, the Dutch text will prevail.

**Article 23 - Governing law**

The legal relations between Kragd and the Client are governed by the laws of the Netherlands. Any disputes will be subject to the exclusive jurisdiction of the courts in The Hague, except as otherwise required by mandatory law.

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