

General terms and conditions

Unofficial translation of the general terms and conditions of Everest Notariaat N.V. When provisions of general terms and conditions in Dutch are contrary to the provisions of this translation, the Dutch provisions will prevail.

General Terms and Conditions by Everest Notariaat N.V. (referred to below as: 'Everest Notariaat').

1. Everest Notariaat is a public limited company with its registered office in Utrecht.
2. All assignments will be accepted and carried out exclusively by Everest Notariaat . The applicability of Sections 2:404 and 2:407(2) of the Dutch Civil Code (Burgerlijk Wetboek, BW) is excluded.
3. Everest Notariaat will have the right to cause assignments to be carried out under its responsibility by shareholders and employees to be designated by it and to engage third parties in this respect. When engaging third parties, Everest Notariaat will, whenever possible, first consult with the client for whom the third party is to be engaged. Everest Notariaat will not be liable for any shortcomings of whatever nature on the part of these third parties and will have the right, without first consulting the client and on the client's behalf, to accept any limitation of liability on the party of any third party it has engaged.
4. Any liability on the part of Everest Notariaat will be limited to an amount equivalent to the insurance payment to be received by Everest Notariaat. At request Everest Notariaat will provide information about its professional liability insurance.
5. The undisputed receipt of a deed or draft deed prepared by Everest Notariaat at the client's request implies acknowledgement of an assignment having been given.
6. In the event that assignment is given by a natural person on behalf of a legal entity, this natural person will, if he or she can be regarded as a (co-)policymaker of the relevant legal entity, also be the client in his or her private capacity. In the event of non-payment by the legal entity, the relevant natural person will therefore be personally liable for the payment of the fee statement, irrespective of whether this fee statement, at the client's request or otherwise, has been made out in the name of a legal entity or in the name of the client as natural person.



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7. Everest Notariaat reserves the right to adjust agreed rates or hourly rates annually with effect from 1 January.
8. Everest Notariaat's fee statements must be paid within 14 days of the date of invoice. If this period is exceeded, the client will be in default without any notice of default being required and without any reliance on suspension or setoff being permitted. If the client defaults on payment, Everest Notariaat will have the right to terminate the assignment immediately and unilaterally, without this resulting in any liability for compensation. In the event that any collection measures are taken against the defaulting client, the costs of such collection will be payable by the client in full.

In addition, Everest Notariaat may:

- request the client to pay an advance fee statement before any work is commenced;
 - if required, issue an interim fee statement for its work;
 - require that, prior to the deed being passed, the client pay an interim fee statement or provide a once-only irrevocable direct debit mandate for the payment of the fee statement.
9. Everest Notariaat reserves the right to destroy the documents kept on file in connection with the assignment five years after commencement of the day following the day on which its work on the file is terminated.
 10. Any rights of action and other powers, of whatever nature, which the client may invoke against Everest Notariaat will in any case be extinguished one year after the date on which the client became or in all reasonableness could have become aware of the existence of these rights and powers.
 11. The provisions of these general terms and conditions have not only been stipulated for Everest Notariaat but also for its shareholders, directors and directors of shareholders and for the (candidate) civil law notaries and all other persons working for Everest Notariaat now or in the past in any manner whatsoever, including their legal successors.
 12. The legal relationship between Everest Notariaat and the client, as well as any parties using its services, are governed by Dutch law. The Dutch legal courts and the Dutch Dispute Committee ("*Geschillencommissie*") are the sole parties who are competent to settle disputes. A specific Complaints and Dispute Resolution ("*Klachten- en Geschillenregeling Notariaat*") is applicable to rendered services of Everest Notariaat, which can be consulted at www.knb.nl/de-notaris/klacht-over-notaris or www.degeschillencommissie.nl/over-ons/commissies/notariaat.
 13. The majority of Everest Notariaat's services are connected with the Money Laundering and Terrorist Financing (Prevention) Act. Everest Notariaat and / or its employees are therefore obliged to conduct client research and are obliged to report situations or transactions of an unusual nature to the Financial Intelligence Unit - Nederland (FIU-NL). In accordance with the law, Everest Notariaat and /



or its employees may not inform the client of the fact that such a report has been made. In giving the assignment, the client agrees to this.

14. The interest rate granted on the Third party account held by Everest Notariaat may be positive or negative. In case of a positive interest rate, this positive interest rate will be granted to the client. In case of a negative interest rate, this negative interest rate will be paid by the client. For using the Third party account of Everest Notariaat, Everest Notariaat is allowed to charge a fee. For using the Third party account of Everest Notariaat a monthly fee of € 25.00 (VAT included), or a part of this monthly fee will be charged. Time related to the communication and custody services of the third party amount will be charged against the hourly rate of the involved employee.
15. The privacy statement of Everest Notariaat according to the “*Algemene Verordening Gegevensbescherming*” (AVG) is applicable to all services rendered and can be found at www.everestnotariaat.com.

To the full extent permitted by law, the controlling language of these General Terms and Conditions is Dutch. This English translation is provided for convenience only. The Dutch version can be found at www.everestnotariaat.com.