

GENERAL CONDITIONS OF HARTMAN LMH N.V.

1. Hartman LMH N.V. is a limited liability company, incorporated under the laws of the Netherlands whose purpose is to offer notarial services and to give legal notarial advice. Hartman LMH N.V. has its registered office in Amsterdam. A list of the persons who by means of their companies own shares in Hartman LMH N.V. – and are also called “partners” – will be provided on request.
2. These general conditions apply to all services performed or to be performed by Hartman LMH N.V.
3. Hartman LMH N.V. and the client shall keep the services confidential, as well as everything related to the services or anything they become aware of in connection with the services, unless disclosure is mandatory pursuant to the law or a binding decision of a court or a government body or, in the case of Hartman LMH N.V., where disclosure is desirable with a view to providing the services. Hartman LMH N.V. and the client shall take reasonable measures to ensure that persons affiliated with Hartman LMH N.V. do the same.
4. Instructions to Hartman LMH N.V. or to any of the partners and/or employees constitute instructions accepted and carried out exclusively by Hartman LMH N.V. The applicability of Article 7:404 Dutch Civil Code, which addresses the last-mentioned case, and Article 7:407 paragraph 2 Dutch Civil Code, which creates joint and several liability in the event that an instruction is given to two or more persons, is excluded. This shall also apply if the instructions were explicitly or implicitly intended for a particular person.
5. The uncontested receipt of any (draft) deed drawn up by Hartman LMH N.V. shall imply acknowledgement of having awarded the engagement.
6.
 1. Unless otherwise agreed in writing, the fee will be calculated based on the hours worked multiplied by the applicable rates as periodically fixed by Hartman LMH N.V.
 2. The expenses paid by Hartman LMH N.V. on the client's behalf (including, but not limited to, general office expenses such as postage, telephone, fax and copying expenses and such) shall be charged separately.

3. Unless otherwise agreed or stated, bills must be paid within fourteen (14) days of the invoice date. If this term is exceeded, the client shall be in default and the statutory interest charge for late payment specified in Section 6:199a of the Dutch Civil Code shall be due. In the event of collection measures being taken against the defaulting client, the expenses incurred by the collection shall be chargeable to the client.
4. The interest rate on the escrow account ("Derdengeldenrekening") of Hartman LMH N.V. can both be positive and negative. In case a bank pays interest in respect of any funds deposited by the client or a third party on the escrow account, the interest paid to Hartman LMH N.V. is payable to that client or third party. In case a bank charges negative interest in respect of any funds deposited by the client or a third party on the escrow account, such negative interest charged to Hartman LMH N.V. is payable by that client or third party and is deducted from any deposited amount. If the actual interest cannot be determined exactly, Hartman LMH N.V. shall determine the interest calculated on an average interest rate, based on a reasonable estimate.
5. The client shall compensate Hartman LMH N.V. for all such amounts which Hartman LMH N.V. has wrongfully paid to him as a consequence of a mistake in the invoice, either as a consequence of a typo and/or miscalculation and /or an apparent wrongful interpretation of the agreement which has led to the payment.
7. Any liability of Hartman LMH N.V. in any matter is limited to the amount, which is paid out under Hartman LMH N.V.'s professional liability insurance in the matter concerned, including the deductible, which Hartman LMH N.V. carries pursuant to the insurance policy.
8. If and to the extent that and for whatever reason, no compensation is paid under the professional liability insurance, all liability is limited to three times the fees charged by Hartman LMH N.V. for the performance of the relevant matter. A limitation or exclusion of liability within the meaning of this article does not apply to loss or damage resulting from deliberately reckless or intentional misconduct on the part of Hartman LMH N.V.

9. The choice of Hartman LMH N.V. of third parties to be instructed shall be made with due care and, if possible, after consultation with the client. Hartman LMH N.V. shall not be liable for any default or failings of such third parties. The client authorizes Hartman LMH N.V. to accept any limitation of liability stipulated by third parties.
10. Hartman LMH N.V.'s services shall be exclusively for the benefit of the client. The contents of our services may not be used or relied on for any other purpose or by any person other than the client.
11. If the client discloses the contents of the services performed by Hartman LMH N.V. to any third party on its behalf, the client is obliged to inform such third party that the general conditions are applicable to these services. If a third party wishes to make use in any way whatsoever of the services performed, such third party shall also be bound by these general conditions.
12.
 1. In case the client or any third party is dissatisfied with the execution of the engagement, he shall give Hartman LMH N.V. notice in writing, stating reasons, within two months following discovery of the imperfection or at any rate following the time the imperfection could reasonably have been discovered. In default, the client or third party can no longer plead that the engagement was executed carelessly or imperfectly.
 2. All legal claims and defences of the client based on facts allegedly justifying the argument that the engagement was executed without due care or imperfectly shall become prescribed by the lapse of one (1) year following the notice given in accordance with paragraph 1.
 3. The client shall be obligated to indemnify Hartman LMH N.V. against any claims of third parties and pay Hartman LMH N.V. any reasonable costs of defending such claims.
 4. The client shall indemnify Hartman LMH N.V. and all persons affiliated with Hartman LMH N.V. against any claims made by third parties and any other damage suffered by Hartman LMH N.V. or a person affiliated with Hartman LMH N.V. in connection with an alleged unlawful processing of personal data in the course of the engagement, to the extent that Hartman LMH N.V. has received these personal

data from the client or at the client's instruction. The client shall provide the information on personal data for processing in the course of the engagement as required under the General Data Protection Regulation ("GDPR"). The client will do so within the applicable term under the GDPR. Hartman LMH N.V. shall be the contact point for persons exercising their rights under the GDPR towards Hartman LMH N.V.

13. These general conditions have also been agreed for the benefit of all persons involved in performing the services on behalf of Hartman LMH N.V., including the present and previous directors, and all those who performed, have performed, or are performing work for them or for Hartman LMH N.V., whether or not subject to a contract of employment.
14. These general conditions have been translated into English. In the event of any difference between these texts, the Dutch text shall prevail.
15. The relationship between the client and Hartman LMH N.V. is subject to Dutch law. Any and all disputes will be settled exclusively by the competent court of Amsterdam, the Netherlands or - if competent - the Geschillencommissie Notariaat.
16. These general conditions have been deposited at the Court Registry of the District Court of Amsterdam and are available at www.hartman-lmh.nl.

January 2020