

GENERAL TERMS AND CONDITIONS

HEMWOOD B.V. HEMWOOD NOTARIAAT B.V.

Legal relationship

1. Hemwood B.V. (a private limited liability company, registered in the Trade Register of the Chamber of Commerce under number 89753623) and Hemwood Notariaat B.V. (a private limited liability company, registered in the Trade Register of the Chamber of Commerce under number 33304977), both having their registered office in Amsterdam, the Netherlands, and their visiting address at Keizersgracht 477 C, 1017 DL Amsterdam, have set themselves the objective of practising as lawyers and civil-law notaries, respectively, and providing legal services in the broadest sense. Hemwood B.V. and Hemwood Notariaat B.V. each operate for their own account under the tradename 'Hemwood' and, in their relationships with their respective clients, are independent service providers with regard to the work assigned to each of them separately. In these General Terms and Conditions, 'Hemwood' therefore refers to either Hemwood B.V. or Hemwood Notariaat B.V., depending on which party has been engaged.
2. All engagements are deemed to have been entered into exclusively with Hemwood, also if the client has expressly or tacitly entered into an engagement with a view to its execution by a specific person affiliated with Hemwood. The application of Article 7:404 (engagement of a specific person) and Article 7:407(2) (joint and several liability of multiple service providers) of the Dutch Civil Code is excluded. An engagement is accepted by either Hemwood B.V. or Hemwood Notariaat B.V.
3. The legal relationship between the client and Hemwood and any related non-contractual obligations are governed by Dutch law. Without prejudice to the professional rules that apply to Hemwood's lawyers, civil-law notaries and candidate civil-law notaries, the office complaints procedure and dispute resolution procedure, set out in Articles 19 and 20, any disputes relating to or arising from the services provided by Hemwood or related non-contractual obligations will be settled in the first instance exclusively by the Amsterdam District Court. If the client is a natural person who is not acting in a professional or commercial capacity and on that ground mandatory rules of law designate another competent court, the Amsterdam District Court will nevertheless have jurisdiction if the client does not state within one month after Hemwood has announced that it will apply to that court that it has opted for settlement by the court that has jurisdiction according to the law.
4. These General Terms and Conditions may be deviated from only in writing.

Applicability

5. These General Terms and Conditions govern all services provided by Hemwood, regardless of whether those services are or have been provided by a lawyer, civil-law notary, candidate civil-law notary, paralegal, arbitrator, binding adviser or other person. These General Terms and Conditions also govern all follow-up work performed by and new engagements entered into with Hemwood; by giving (or continuing to give) instructions to Hemwood, the client therefore agrees in advance to the applicability of these General Terms and Conditions.
6. These General Terms and Conditions apply not only for the benefit of Hemwood, but also for the benefit of persons affiliated with Hemwood, including current or former partners of Hemwood, direct and indirect shareholders of Hemwood, and other persons who work or have worked for Hemwood (as employees, directors, advisors, freelancers or in any other capacity) (referred to below as the "persons affiliated with Hemwood"). As far as necessary, the provisions of this article and of the other articles of these General Terms and Conditions that create rights for the persons affiliated with Hemwood constitute an irrevocable third-party clause within the meaning of Article 6:253(4) of the Dutch Civil Code, made at no cost to them.
7. Engagements entered into with Hemwood are executed exclusively for the benefit of the client; third parties cannot base any rights on the performance of the work performed for the client.



Liability

8. The client may expect Hemwood to execute the engagement entered into with it with the necessary attention, care and expertise. If Hemwood nevertheless attributably fails to fulfil this obligation or any other obligation towards its client, or acts wrongfully towards the client, then – except as far as that is not legally possible – any liability on the part of Hemwood will be limited to the amount payable in the case in question under the professional liability insurance taken out by Hemwood B.V. and/or Hemwood Notariaat B.V., plus the excess that applies under the relevant policy. The standards that the insurance taken out by Hemwood Notariaat B.V. must in any event meet under the rules governing professional ethics and conduct that apply to civil-law notaries have been met. If, for any reason, no payment is made under the professional liability insurance taken out by Hemwood B.V. and/or Hemwood Notariaat B.V., any liability, regardless of its basis, is limited to an amount of €50,000.
9. Any claim against Hemwood related to or arising from an engagement entered into with it (including claims for compensation) lapses one year after the date on which the client became aware or could reasonably have become aware of the existence of its right of claim or the damage, and of Hemwood's possible liability in that regard.
10. The persons affiliated with Hemwood are in no event personally liable. The client waives any right to hold the persons engaged by Hemwood for the performance of the work liable on any ground for reimbursement of damage arising from the performance of the work, as well as the right to take any legal action against such person(s).
11. Hemwood may engage the services of third parties in connection with its services, such as authorised representatives in subdistrict court cases, bailiffs, civil-law notaries, civil-law notary firms, research agencies, debt collection agencies, accountants, tax specialists, the Land Registry, the Chamber of Commerce, lawyers, law firms, etc. Hemwood is not liable for any act or omission by such third parties in the provision of their services. The client agrees that an engagement entered into with Hemwood gives it the right to accept any limitations of liability of such third parties on behalf of the client and to assert them in relation to the client.
12. The client indemnifies Hemwood and the persons affiliated with Hemwood against all third-party claims related to or arising from the engagement entered into by the client, which also includes the related costs (of legal assistance and other costs). This article does not apply to an engagement entered into by a natural person as a client who is not acting in a professional or commercial capacity.

Professional rules and compliance

13. Hemwood's lawyers, civil-law notaries and candidate civil-law notaries are registered with the professional organisations that apply to lawyers, civil-law notaries and candidate civil-law notaries, and are subject to the professional rules (including codes of conduct) of those organisations. The services provided by Hemwood's lawyers are therefore subject to the professional rules of the Netherlands Bar Association (NOvA); the services provided by civil-law notaries and candidate civil-law notaries are subject to the professional rules of the Royal Dutch Association of Civil-Law Notaries (KNB). These professional rules may be consulted on the websites of both professional organisations (<https://regelgeving.advocatenorde.nl/> and <https://www.wet-en-regelgeving-notariaat.nl/home>, respectively). A copy will also be provided on request. All the lawyers, civil-law notaries and candidate civil-law notaries who work at Hemwood have obtained their respective professional titles in the Netherlands.
14. Hemwood must identify its clients in accordance with the applicable laws and regulations, and obtain information about its clients that Hemwood is required to obtain under the applicable laws and regulations. Hemwood may not provide its services if the requirements of Hemwood's client identification procedure have not been met.
15. Hemwood's services may fall under the Money Laundering and Terrorist Financing (Prevention) Act (*Wet ter voorkoming van witwassen en financieren van terrorisme*). Hemwood may therefore be required to report situations or transactions of an unusual nature to the Financial Intelligence Unit – Netherlands (FIU-NL). Potentially aggressive tax structures applied on or after 25 June 2018 must be reported to the Tax



Administration. The applicable laws and regulations prohibit Hemwood from informing its client of such a report.

16. Hemwood will comply with all other legal reporting or information obligations that apply or may apply to its services.

Conflicts of interest

17. Hemwood's lawyers, civil-law notaries and candidate civil-law notaries may offer multidisciplinary services. Hemwood has put in place various internal procedural measures to avoid conflicts of interest, including checking for potential conflicts with cases that are being or have been handled by Hemwood, before accepting an engagement. In accordance with the applicable laws and regulations, internal rules have also been drawn up by the civil-law notaries to inform their colleagues in the partnership of the rules that apply to the practice of their profession and to obligate them, as well as the civil-law notary, to refrain from acts that are prohibited for civil-law notaries in or under the law.

Clients' account of Hemwood Notariaat B.V.

18. The civil-law notaries affiliated with Hemwood Notariaat B.V. maintain a clients' account within the meaning of Article 25 of the Civil-Law Notaries Act (*Wet op het notarisambt*). That account and its management are governed by the notarial rules of professional conduct and practice. However, Hemwood Notariaat B.V. and the persons affiliated with Hemwood are not liable if the bank in question fails to fulfil its obligations.

Hemwood's office complaints procedure and notarial dispute resolution

19. The complaints procedure applies to the services provided by Hemwood. It is published on its website (www.hemwood.nl) and may be consulted via this link ([Klachtenregeling.pdf](#)). A copy will be provided on request.
20. In addition to the complaints procedure, the Disputes Committee for the Notarial Profession Regulations also apply to the services provided by civil-law notaries and candidate civil-law notaries of Hemwood Notariaat B.V. These regulations can be consulted at <https://notaris.nl/de-notaris/klachten-over-de-notaris> and at <https://degeschillencommissie.nl>.

Data protection

21. All electronic communication, including e-mail, is deemed to be in writing.
22. Hemwood uses digital communication, data storage and cloud computing services in providing its services, to which the client agrees. Hemwood is not liable for any damage resulting from their use.
23. Hemwood is not responsible for the protection of the information once it has been received by the recipient, unless the recipient is a processor for the firm within the meaning of the GDPR.
24. Hemwood processes personal data of its clients and the persons who work there in order to provide optimal services and to comply with legal obligations. Hemwood processes personal data in accordance with its privacy statement, published on its website ([Privacyverklaring-Hemwood-11-2024.pdf](#)). A copy of the privacy statement will also be provided on request.
25. Hemwood retains electronic or paper files for at least seven years after the last service provided in the file, or for such longer period as applies to Hemwood by law and regulations. After this period, Hemwood may destroy the file without notifying the client. If a client requests files or documents, Hemwood may charge a fee for providing them.
26. Hemwood may use generative and other AI technologies to improve its services, in which case Hemwood will ensure that the client's data is treated confidentially and securely.



Rates

27. Hemwood's hourly rates are subject to annual review and may be adjusted accordingly.
28. Unless otherwise agreed, Hemwood's fee will be calculated on the basis of the number of hours worked multiplied by the applicable hourly rates. Office costs equal to a certain percentage of the fee, and any disbursements paid by Hemwood on behalf of its client, such as bailiff's fees, court fees and other external costs, will also be payable. The amounts payable by the client will be increased by the applicable VAT.
29. Hemwood may request an advance payment from the client. In that case, the advance payment received will be deducted from the final invoice.
30. Unless otherwise agreed, Hemwood will invoice the client monthly for its work and any advances. Hemwood's invoices must be paid within 14 days after the invoice date.

Language

31. These General Terms and Conditions are also available in Dutch.