

GENERAL TERMS AND CONDITIONS
CONTAXUS B.V.
KVK-NR. 65139666

Article 1. GENERAL

In these General Terms and Conditions the following definitions apply:

- a. Professional Regulations: the professional and conduct rules that the auditor is subject to because of registration in the NBA's accountant register.
- b. Documents: all information or data provided by the Client to the Adviser, whether or not contained on (non)physical carriers and whether or not accommodated with third parties, as well as all data produced or collected by the Adviser in the context of the execution of the Assignment/Agreement, whether or not contained on (non)physical carriers and whether or not placed with third parties, as well as all other information of any relevance to the execution or completion of the Assignment, whether or not contained on (non)physical carriers.
- c. Employee: a natural person working at or associated with the Adviser, whether or not on the basis of an employment contract.
- d. Assignment / Agreement: the engagement agreement between the Adviser and the Client regarding the performance of the Assignment.
- e. The Client: the natural person or legal entity that has commissioned the Adviser to perform Work.
- f. The Adviser: the office that has accepted the Assignment. All Assignments are exclusively accepted and executed by the office, not by or on behalf of an individual Employee, regardless of whether the Client has granted the Assignment expressly or tacitly with a view to the execution thereof by a specific Employee or certain Employees. Articles 7: 404, 7: 407 paragraph 2 and 7: 409 of the Dutch Civil Code are expressly excluded from application.
- g. Work: all Work to be performed by the Adviser on behalf of the Client for which the Assignment has been given and which have been accepted by the Adviser. Including the activities that arise from the nature of the engagement.

Article 2. SCOPE

1. These General Terms and Conditions shall apply to all legal relationships between Client and Adviser, including all offers, proposals, engagements, juridical relationships and agreements, whatever their nature and cause, where Adviser has undertaken or undertakes to perform Work for the Client.
2. Deviations from these General Terms and Conditions are only valid if expressly agreed in writing in, for example, a (written) agreement or confirmation of assignment.
3. If any condition in the General Terms and Conditions and in the confirmation of assignment are mutually contradictory, then the included condition set out in the confirmation of assignment applies regarding contradiction.
4. Applicability of any of the Client's purchase conditions or other (General) Terms and Conditions is expressly rejected by the Adviser.

Article 3. CONCLUSION OF THE AGREEMENT

1. The Agreement will come into effect upon receipt by Adviser of the engagement letter, duly signed by the Adviser and the Client. The Agreement is concluded on the basis of the information as supplied by the Client to the Adviser at that time. The confirmation of the appointment is deemed to reflect the contract terms accurately and completely.
2. At their own discretion, the parties may prove that the Agreement was concluded in another manner.
3. The original documentation made available under article 16 will be returned to the Client, if and insofar as the Client so requests.

Article 4. INFORMATION PROVIDED BY THE CLIENT

1. The Client will make available in due time, in the required form and in the required manner, all information and documentation which the adviser considers necessary for the proper performance of the Assignment. The Adviser determines what is understood by desired form, desired manner and well-timed.
2. The Client guarantees the accuracy, completeness and reliability of the information and documentation made available to the Adviser, including information and documentation originating from third parties, except where precluded by the nature of the Assignment.
3. The Client has the right to suspend the performance of the Assignment until the moment that the Client has fulfilled the obligations referred to in the first and second paragraph.
4. The Client indemnifies the Adviser against any damage as a result of incomplete documents.
5. Additional fees and expenses arising from a delay in the engagement due to failure by the Client to timely and properly provide the information and documentation required will be borne by the Client.
6. The documentation supplied will be returned by the Adviser to the Client if and to the extent that the Client so requests.

Article 5. PERFORMANCE OF THE ASSIGNMENT

1. The Adviser performs the Assignment to the best of its ability and with due observance of the applicable legislation and (professional) regulations.
2. The Adviser will determine the way in which and the person by whom the assignment is to be performed.
3. The Adviser has the right to have Work performed by a third party, assigned by the Adviser.

Article 6. PROFESSIONAL REGULATIONS

1. The Client shall always and fully cooperate with the obligations arising for the Adviser from the applicable (Professional) regulations.
2. The Client is aware that the Adviser - including but not limited to -:
 - a. Under applicable legislation and regulations, may be required to report certain transactions to government authorities;
 - b. Based on applicable legislation and regulations, will have to make a fraud notification in certain situations;
 - c. Pursuant to applicable legislation regulations, may be required to conduct an investigation of the (identity of) Client.
3. The Adviser excludes all liability for damage that occurs to the Client resulting from compliance with legislation and regulations applicable to the Adviser.

Article 7. CONFIDENTIALITY

1. The Adviser shall keep secret from third parties, other than involved with the performance of the Work, any confidential information furnished by or on behalf of the Client. This obligation shall not apply insofar as the Adviser is required to disclose such information by law, by any rule of a supervisory body to which supervision the Adviser is subject, pursuant to a professional duty, or by a binding decision by a court of law or a public authority.
2. The Adviser is entitled to the numerical results obtained after processing, provided that such results cannot be traced back to the Client, to use for statistical or comparative purposes.
3. Except as provided in the preceding paragraph, the Adviser is not entitled to the information given to him by the Client is made available to use for a purpose other than which it was obtained.

Article 8. INTELLECTUAL PROPERTY

1. Adviser retains all rights to intellectual property. All intellectual property rights that the Adviser uses or has used, or develops or has developed in the performance of the Client's engagement or resulting from it, belong to the Adviser.
2. The Client is expressly forbidden to duplicate, disclose or exploit such intellectual property, either directly or through a third party, including: computer programs, system designs, procedural designs, recommendations, (model) contracts and other intellectual property of the adviser, in the widest sense of the term.
3. The Client is not permitted, without prior written permission by the Adviser, to make available to third parties tools related to this intellectual property, other than for obtaining a professional opinion concerning the activities of the adviser. In that case, the Client will impose his obligations on the basis of this article on the third parties engaged by him.

Article 9. FORCE MAJEURE

1. If the parties cannot, not timely or adequately fulfill the obligations of the agreement as a result of force majeure in the sense of art. 6:75 of the Dutch Civil Code, these obligations are suspended until the moment that the parties are still able to meet them in the agreed manner.
2. If the situation as referred to in the first paragraph occurs, the parties have the right to terminate the agreement in writing, in whole or partially, and with immediate effect. Without the right to any compensation.

Article 10. FEES

1. The Work performed by the Adviser will be charged to the Client on the basis of time spent and costs incurred. The adviser's fee is not dependent upon the result of the assignment, unless the Client and the Adviser have agreed otherwise. Travel time, travel costs and accommodation costs will be charged separately.
2. In addition to the fee, the expenses incurred by the Adviser and the invoices of third parties engaged by the Adviser will be charged to the Client.
3. The Adviser has the right to request an advance payment by the Client.
4. The Adviser has the right to suspend the execution of the Work prior to the commencement of the Work until the moment that the Client has paid an advance payment for the Work to be performed in reasonableness and fairness to the Adviser, or has provided security for this.
5. The adviser's fees are not dependent on the outcome of the assignment. It is calculated in accordance with the usual rates of the Adviser, and is due to the extent to be carried out by the Adviser's Work for the Client.
6. If one or more cost price factors show an increase after the conclusion of the agreement (due to foreseeable circumstances or not), the Adviser shall be entitled to adjust the rate and/or other prices accordingly.
7. All amounts owed by the Client to the Adviser will be, if required by law, charged separately for turnover tax.

Article 11. PAYMENT

1. Payment of the amounts due to the Adviser shall be made by the Client, without right to any deduction, discount or compensation, within fourteen days after the invoice date. Unless the Client and the Adviser have agreed otherwise. The day of payment is the day on which the amount due is credited to the Adviser's account.
2. If the Client fails to pay within the period referred to in the first paragraph, the adviser will be entitled, after having reminded the Client at least once, without further notice of default or prejudice to the adviser's other rights, to charge the Client with interest at the statutory rate until the date of payment in full. (pursuant to the Dutch Civil Code).
3. The Client will be liable for all judicial and extrajudicial collection costs reasonably incurred by the Adviser as a consequence of the Client's non-performance of his obligation to pay.
4. In the case of jointly given assignments, the clients will be jointly and severally liable for payment of the invoiced amount, to the extent that the Work has been performed on behalf of the joint clients.

5. All costs, incurred as a result of judicial or extrajudicial collection costs are at the expense of the Client. The extrajudicial costs are at least 15% of the amount due with a minimum of € 200,00.
6. If warranted by the Client's financial position or payment record, such at the Adviser's sole discretion, the Adviser will be entitled to require the Client to immediately furnish (additional) security, in a form to be determined by the Adviser. If the Client fails to furnish the required security, the Adviser will be entitled, without prejudice to his other rights, to suspend performance of the Agreement at once, and all amounts payable by the Client to the adviser for whatever reason will become due and payable immediately.

Article 12. PERIOD ALLOWED FOR COMPLETION

1. If a term / date has been agreed between the Client and the Adviser within which the Assignment must be performed and the Client fails to: (a) pay an advance payment - if agreed - or (b) to provide the necessary Documents in time, in full, in the desired form and in the desired manner, the Client and the Adviser will consult on a new term / date within which the Assignment must be executed.
2. Dates by which the Work is to be completed will only be regarded as deadlines if this has been explicitly agreed between the Client and the Adviser.

Article 13. LIABILITY AND INDEMNITIES

1. The Adviser is not liable for damage of the Client that arises because the Client has provided the Adviser with incorrect or incomplete Documents.
2. The Adviser is not liable for any consequential damage, trading loss or indirect damage resulting from the non-performance, late or improper performance by the Adviser.
3. The Adviser is only liable towards the Client for damage that is the direct result of a (coherent series of) attributable shortcoming (s) in the execution of the Assignment. This liability is limited to the amount that is paid out in accordance with the liability insurer of the Adviser for the relevant case, plus the excess that may be borne by the Adviser under the insurance policy.
4. If, for any reason whatsoever, the liability insurer does not pay, the Adviser's liability is limited to the amount of the fee charged for the execution of the Assignment. If the Assignment concerns a continuing performance contract with a term of more than one year, the aforementioned amount shall be set at one time the amount of the fee charged to the Client in the twelve months prior to the occurrence of the loss. In no case shall the total compensation of the damage on the basis of this paragraph amount to more than € 300,000, per attributable shortcoming, unless the parties - given the size of the Assignment or the risks associated with the Assignment - see reason to deviate from this maximum when concluding the agreement. A coherent series of attributable shortcomings counts as one attributable shortcoming.
5. The limitations of liability included in this article do not apply if and insofar as there is intent or deliberate recklessness on the part of the Adviser or its management.
6. The Client is obliged to take damage-limiting measures. Adviser has the right to cancel or limit the damage by repair or improvement of the Work performed.
7. The Client indemnifies the Adviser against third-party claims for damage caused by the Client not providing the Adviser with incorrect or incomplete Documents.
8. The Client indemnifies the Adviser against claims from third parties (Employees of the Adviser and third parties engaged by the Adviser) that suffer damage in connection with the execution of the Engagement which is the result of the actions or omissions of the Client or of unsafe situations in his company or organization.

Article 14. RECLAMATION

1. A reclamation with regard to the work performed and / or the invoice amount must be submitted in writing within 30 days of the date of dispatch of the documents or information on which the Client makes a complaint, or within 30 days after the discovery of the defect if the Client demonstrates that he reasonably was not able to discover the defect earlier, to be notified to the Adviser.
2. A reclamation as referred to in the first paragraph does not suspend the payment obligation of the Client.
3. If the complaint is not set in time, all rights of the Client in connection with the reclamation will lapse.

Article 15. TERMINATION

1. The Client and the Adviser may terminate the Agreement at any time, without a term of notice. In the event of early termination the Adviser retains the right to payment of invoices for Work performed.
2. Notice of termination must be communicated in writing to the other party.
3. In event of (mid-term) termination of the Agreement by the Client, the Client is obliged to reimburse all losses suffered and costs incurred by the Adviser. Losses suffered and costs incurred include at least, but not exclusively, all costs incurred by the Adviser in connection with the (future) Work, investments made and loss of capacity.
4. In event of (mid-term) termination of the Agreement by the Adviser, the Client retains the right of co-operation of the Adviser by the handing over Documents to the Client or third parties, except in the event of intent or deliberate recklessness by the Client as a result of which the Adviser is forced to terminate the Agreement. A condition for the right to co-operation as stipulated in this paragraph is that the Client has paid all outstanding advances and/or all declarations.

Article 16. RIGHT OF SUSPENSION

1. The Adviser is authorised, after careful consideration of interests, to suspend the fulfilment of all its obligations, including the handing over of documents or other items to the Client or third parties, until all receivables payable by the Client have been settled in full.
2. The first paragraph is not applicable in respect of Documents from the Client which have not (yet) been processed by the Adviser.

Article 17. EXPIRATION

Unless otherwise determined in these General Terms and Conditions, the Client's rights of action and other powers to make any claim whatsoever towards the Adviser will in any event expire one (1) year after the date on which the Client became aware or could reasonably have become aware of the existence of such rights of action and powers. This period does not concern the possibility to submit a complaint to the designated authority for the complaint handling and/or the Disputes Council.

Article 18. ELECTRONIC COMMUNICATION

1. The Client and the Adviser may communicate with one another by means of electronic mail (e-mail) and the internet.
2. The Client and the Adviser are not liable towards each other for any damage that may arise for one or all of them as a result of the use of electronic resources of communication, such as - but not limited to - distortion, delay, interception, manipulation and viruses. Except insofar as the damage is the result of intent or gross negligence.
3. Both the Client and the Adviser will do everything that can reasonably be expected of each of them to do or omit to prevent the occurrence of the aforementioned risks.
4. The data extracts from the computer systems of the sender provide compelling evidence of (the content of) the electronic communication sent by the sender until the counter-evidence has been delivered by the recipient.

Article 19. REMAINING PROVISIONS

1. If the Adviser performs Work at the location of the Client, the Client shall ensure a suitable workplace that complies with the statutory Arbo standards and other applicable regulations with regard to working conditions. The Client must ensure that in that case the Adviser is provided with office space and other facilities that in the opinion of the Adviser are necessary or useful to execute the Agreement and that comply with all (legal) requirements to be set for it. With regard to available (computer) facilities, the Client is obliged to ensure continuity, among other things through adequate back-up, security and virus control procedures. The Adviser will apply virus control procedures when the Adviser uses the facilities of the Client.
2. The Client shall not assume or approach any Employees involved in the performance of the Work in order to enter the Employer, whether temporarily or indirectly, directly or indirectly, or directly or indirectly for the benefit of the Client, whether or not in paid employment, activities to perform during the term of the Agreement or any extension thereof and during the 12 months thereafter.

Article 20. APPLICABLE LAW AND CHOICE OF FORUM

1. All legal relationships between the Client and the Adviser are governed by Dutch law.
2. All disputes related to legal relationships between the Client and the Adviser to which these General Terms and Conditions apply will fall under the exclusive jurisdiction of the competent court in the district in which the Adviser has its seat unless it concerns disputes that do not relate to the business or profession of the Client.
3. The provisions of paragraphs 1 and 2 of this article shall not affect the Client's ability to submit a dispute to the Disputes Board and / or to follow the right of complaint.

Article 21. REPAIR CLAUSE INVALIDITY

1. If any provision of these general terms and conditions or the underlying Assignment / Agreement is wholly or partially void and / or invalid and / or unenforceable, as a result of any statutory provision, court order or otherwise, this shall not be only have consequences for the validity of all other provisions of these general terms and conditions or the underlying Assignment / Agreement.
2. If a provision of these general terms and conditions or the underlying Assignment / Agreement may not be valid for a reason as referred to in the previous subsection, but would be valid if it had a more limited scope or scope, then this provision will - first of all - automatically apply to the most far-reaching or most extensive limited scope or scope with which or in which it is valid.
3. Without prejudice to the provisions of paragraph 2, the parties may, if they so wish, consult with each other in order to agree on new provisions to replace the null and void or nullified provisions. In doing so, it will as far as possible be connected to the purpose and purport of the void or annulled.

Article 22. PERSONAL DATA

1. In the context of the Work or in the context of fulfilling legal obligations resting on the Adviser, the Adviser may process personal data concerning the Client and / or persons associated with or working at / for the Client.
2. In connection with the support of his services to the Client and in connection with being able to approach the Client and / or persons working at / for the Client with information and with the services of the Adviser and third parties, the Adviser may process personal data.
3. Processing of personal data by the Adviser in the context of the activities as referred to in Article 22, paragraphs 1 and 2, shall take place in accordance with applicable laws and regulations relating to the protection of personal data.

4. Insofar as reasonably necessary, the Client shall provide its assistance to the Adviser, so that the Adviser can timely comply with a duty of notification on the Adviser based on the applicable privacy laws and regulations.
5. The Client has an independent obligation to comply with applicable laws and regulations in the field of protection of personal data. The Client indemnifies the Adviser against all third-party claims in connection with non-compliance by the Client with these laws and regulations. The indemnity also applies to all damage and costs that the Adviser suffers or incurs in connection with such a claim.