

General Terms and Conditions

(Deposited at the Chamber of Commerce in Woerden dated January 9, 2020)

applicable to orders to: **Jac's den Boer & Vink bv**, hereinafter referred to as the Contractor

I Definitions

In these general terms and conditions the following terms are defined as stated below:

1. *Client*:
the natural person or legal entity who has commissioned the Contractor to perform work.
2. *Work*:
all work for which an order has been given, or which is performed or should be performed by the Contractor for any other reason directly related to the order, all this in the broadest sense of the word and in any case encompassing the work as stated in the order confirmation.
3. *Documents*:
all items made available to the Contractor by the Client, including documents or data carriers, as well as all items manufactured by the Contractor within the framework of the execution of the order, including documents or data carriers.

II General provisions

1. These general terms and conditions apply to all agreements which the Contractor has concluded within the framework of the execution of the work, as well as to all offers and order confirmations issued by the Contractor.
2. Any provisions deviating from or additional to these general terms and conditions shall apply only if and insofar as the Client and the Contractor have expressly agreed to them in writing.
3. If any provision of the general terms and conditions or of the agreement between the parties is null and void or is annulled, the remainder of the agreement will remain intact as far as possible and the provision in question will, in consultation between the parties, be replaced without delay by a provision that approximates the scope of the original provision as closely as possible.

III Commencement and duration of the agreement

1. The agreement shall only come into effect and commence when the order confirmation signed by the Client is received and signed by the Contractor in return. The order confirmation is based on the information provided by the Client to the Contractor at the time of the quotation and is deemed to accurately and fully reflect the content of the agreement.
2. The parties are free to prove the formation of the agreement by other means.
3. The agreement is entered into for an indefinite period, unless the parties have expressly agreed, or it follows from the nature or scope of the granted order that it has been entered into for a definite period.

IV Data of the Client

1. The Client is obliged to provide all information and documents, which according to the Contractor's opinion is required for the correct execution of the order, in good time in the desired form and manner to the Contractor.
2. The Contractor shall be entitled to suspend the execution of the order until such time as the Client has fulfilled the obligation referred to in the previous paragraph.
3. The Client warrants the accuracy, completeness and reliability of the information and documents provided to the Contractor by him or on his behalf and is obliged to inform the Contractor without delay of facts and circumstances that may be relevant in connection with the performance of the order.
4. If and insofar as the Client so requests, the documents provided will be returned to him, subject to the provisions under XVI.

V Execution of order

1. The Contractor determines the manner in which and by whom the work will be carried out.
2. The Contractor will carry out the order to the best of its ability and as a professional acting with due care; however, the Contractor cannot guarantee the achievement of any intended result.

3. The Contractor is entitled to have certain work carried out by third parties, after notifying the Client.
4. If during the order work is performed for the profession or business of the Client which does not fall under the work as agreed in the order confirmation, the notes relating thereto in the administration of the Contractor shall give rise to the presumption that this work was performed on the Client's behalf on an occasional basis. These notes must relate to interim consultations between the Client and the Contractor.
5. Deadlines by which the work must be completed shall only be strict deadlines if this has been agreed in writing.
6. Unless it has been established that performance is permanently impossible, the agreement cannot be dissolved by the Client on grounds of failure to meet a deadline, unless the Contractor also fails to perform the order or fails to perform it in full within a reasonable period of which it was notified in writing after expiry of the originally agreed period.

VI Working conditions

To the extent that the order is carried out outside the Contractor's own premises, the Client must ensure that the Contractor's employees are provided with adequate working space and other facilities and working conditions necessary to carry out the order and which meet all the statutory and other requirements to be imposed on them.

VII Secrecy and exclusivity

1. Subject to obligations to disclose certain information imposed on him by law or by his professional rules (see also VIII), the Contractor is obliged to maintain confidentiality towards third parties that are not involved in the performance of the order. This confidentiality relates to all information of a confidential nature which is made available to him by the Client and the results obtained by processing it.
2. The Contractor is entitled to use the numerical results obtained after processing for statistical or comparative purposes, provided that these results cannot be traced back to individual Clients.
3. With the exception of the provisions of the preceding paragraph, the Contractor is not entitled to use the information made available to him by the Client for any purpose other than that for which it was obtained.
4. If the Contractor is acting on its own behalf in disciplinary, civil or criminal proceedings, it shall be entitled to use the information and documents received from the Client insofar as, in its reasonable opinion, they may be relevant.
5. Without the Contractor's prior written consent, the Client shall not be permitted to disclose or otherwise make available to third parties the content of advice, reports, memoranda and opinions or other statements made by the Contractor, whether in writing or otherwise, except in so far as this ensues directly from the agreement, is done to obtain an expert opinion on the Contractor's work, or the Client is subject to a statutory or professional obligation to disclose or if the Client is acting on his own behalf in disciplinary, civil or criminal proceedings.

VIII Wwft and AVG

1. The Money Laundering and Terrorist Financing (Prevention) ACT (in Dutch: Wwft) requires the Contractor to identify the Client before accepting the order. The Contractor will inform the Client before the start of the order about the proofs of identification to be received in this context.
2. Furthermore, the Wwft obliges the Contractor to immediately report transactions detected during the execution of the order which are presumably related to money laundering to the Unusual Transactions Disclosure Office in Zoetermeer. The Wwft prohibits the Contractor from informing the Client of a report.
3. Pursuant to the General Data Protection Regulation (in Dutch: AVG), the Client and the Contractor enter into a processing agreement. In this, the agreements made with regard to the processing of personal data are recorded.

IX Intellectual Property

1. The Contractor reserves all rights with regard to products of the mind which he develops, uses or has used in the context of the performance of the agreement with the Client, insofar as any rights may exist or be established on such products in a legal sense.
2. The Client is expressly forbidden to reproduce, disclose or exploit such products, including computer programs, system designs, methods of working, recommendations, contracts or model contracts and other intellectual products with or without the involvement of third parties.
3. The Client shall not be permitted to provide resources of those products to third parties other than to obtain an expert opinion about the Contractor's work.

X Force Majeure

1. If the Contractor is unable to fulfil its obligations under the agreement or is unable to do so in time or properly due to a cause beyond its control, including but not limited to stagnation in the normal course of business within its company, those obligations will be suspended until such time as the Contractor is able to fulfil them in the agreed manner.
2. Client has the right, in the event that the situation referred to in the first paragraph occurs, to terminate the agreement in whole or in part in writing with immediate effect.

XI Fee

1. Prior and during the commencement of the work, the Contractor is entitled to suspend the performance of the work until the Client has paid the Contractor a reasonable and fair advance for the work to be performed or has provided security for this in a form and to a degree to be reasonably determined by the Client.
2. The Contractor's fee is not dependent on the outcome of the granted order and is calculated taking into account the Contractor's usual rates and is payable to the extent of work that has been performed by the Contractor for the benefit of the Client.
3. The Contractor's fee, if necessary increased by advance payments and invoices from engaged third parties, including any turnover tax due, will be charged to the Client on a monthly or quarterly basis, or on completion of the work.

XII Payment

1. Payment of the invoice amount by the Client shall take place within 30 days of the invoice date, in the currency indicated on the invoice, at the offices of the Contractor or by means of payments into a bank account designated by the Contractor, and in so far as the payment relates to work, without any right to discount or setoff.
2. If the Client fails to pay within the aforementioned period or within a further period stipulated by the Contractor, he shall be in default by operation of law and the Contractor shall be entitled, without any further warning or notice of default being required, to charge the Client the statutory interest from the due date until the date on which payment is made in full, without prejudice to the further rights of the Contractor.
3. All costs incurred as a result of judicial or extrajudicial collection of the claim shall be borne by the Client. The extrajudicial costs are fixed at at least 15% of the amount to be claimed, with a minimum of € 150.00.
4. In the case of an order given jointly, the Clients, insofar as the work was performed for the joint Clients, are jointly and severally liable for the payment of the invoice amount.

XIII Complaint

1. A complaint relating to the work performed and/or the invoice amount must, at the risk of forfeiting all claims, be made known to the Contractor in writing within 45 days of the date of dispatch of the documents or information about which the Client is complaining, or within 45 days of the discovery of a defect, if the Client demonstrates that it could not reasonably have discovered the defect earlier.
2. A complaint as referred to in the first paragraph shall not suspend the Client's obligation to pay.
3. In the event of a justified complaint, the Contractor will have the choice between adjusting the fee charged, improving or performing the work again free of charge, or discontinuing performance of the order in full or in part against a proportionate refund of the fee already paid by the Client.

XIV Liability

1. The Contractor shall be liable to the Client for any shortcoming in the performance of the order insofar as the shortcoming consists in a failure to exercise the due care and expertise which may be expected with regard to the performance of the order.
2. For all direct loss or damage suffered by the Client, relating in any way to or caused by the failure to execute the order, or the failure to execute it on time or properly, the liability of the Contractor shall be limited to a maximum of the annual invoice, subject to a maximum of € 50,000.
3. The Contractor shall never be liable for any indirect loss or damage, including consequential loss or damage and stagnation in the normal course of business in the Client's company, in any way connected with or caused by an error in the performance of the work by the Contractor, except in the case of intent or gross negligence.

4. The Contractor shall at all times be entitled, if and to the extent possible, to remedy the damage suffered by the Client.
5. The Contractor shall not be liable for any damage to or the destruction of documents during transportation or dispatch by post, regardless of whether the transportation or dispatch takes place by or on behalf of the Client, the Contractor or third parties.
6. The Client indemnifies the Contractor against all claims by third parties that are directly or indirectly related to the performance of the agreement.
7. The Client shall indemnify the Contractor against all claims by itself or by third parties, if the Contractor is forced by law and/or by its professional rules to abandon the order and/or is forced to cooperate with government agencies, which are entitled to receive solicited and unsolicited information gathered by the Contractor in the performance of the order.
8. The Contractor shall under no circumstances be liable for loss or damage resulting from the provision of incorrect or incomplete documents or information by the Client or otherwise resulting from an act or omission by the Client or by assistants engaged by the Client.

XV Termination

1. The Client and the Contractor may terminate the agreement at any time.
2. Notice of termination must be given to the other party in writing.
3. If and insofar as the Contractor terminates the agreement by giving notice, he shall be bound to inform the Client of the reasons for the termination and to do everything which the circumstances may reasonably require in the interests of the Client.

XVI Suspension right

The Contractor is entitled to suspend the performance of all its obligations, including the handing over of documents or other items to the Client or to third parties, until such time as all due and payable claims against the Client have been settled in full.

XVII Expiry date

In so far as not otherwise provided for in these General Terms and Conditions, the Client's rights of action, for whatever reason, towards the Contractor in connection with the performance of the order will expire in any event one year after the date on which the Client became aware or could reasonably have become aware of the existence of those rights.

XVIII Email and internet use

The Client and the Contractor may communicate with each other by means of electronic mail (email). However, there are risks associated with the use of email and the internet, such as (but not limited to) distortion, delay, interception, manipulation and viruses. The Contractor is not liable for any damage that may result from the use of email and/or the internet. In the event of any doubt about the content or transmission of email, the data extracts from the Contractor's computer systems will be decisive.

XIX Applicable law and choice of forum

1. All agreements between the Client and the Contractor to which these general terms and conditions apply shall be governed by Dutch law.
2. All disputes relating to agreements between the Client and the Contractor to which these conditions apply and which do not fall within the competence of the subdistrict court shall be settled by the competent court in the district in which the Contractor has his registered office.
3. The Client is free to follow the process of disciplinary proceedings or to submit the dispute to an arbitration tribunal.