

TERMS AND CONDITIONS

Article 1 Definitions

In these general terms and conditions, the following definitions apply:

- a. Client: the natural or legal person who has engaged the Contractor to perform Activities.
- b. Contractor: the private limited liability company Join Administraties B.V. (and/or its affiliated companies), registered with the Dutch Chamber of Commerce under number 97005967, having its registered office in Veenendaal and its principal place of business at Waardgelders 5, 3905 TH Veenendaal.
- c. Establishment: any current or future office and/or business address, visiting address or any other location from which the Contractor carries out its work and whose address has been or will be notified by the Contractor in writing, electronically or via its website.
- d. Activities: all Activities that have been commissioned or that are performed by the Contractor on any other basis. The foregoing applies in the broadest sense of the word and in any case includes the Activities as set out in the order confirmation.
- e. Agreement: any agreement between the Client and the Contractor for the performance of Activities by the Contractor on behalf of the Client, in accordance with the provisions of the relevant order confirmation.
- f. Documents: all items made available to the Contractor by the Client, including documents and data carriers, as well as all items produced by the Contractor in the context of the performance of the assignment, including documents and data carriers.

In the event of any discrepancy or inconsistency between the English version of these general terms and conditions and the Dutch version, the Dutch version shall prevail.

Article 2 Applicability

1. These general terms and conditions apply to: all offers, quotations, assignments, legal relationships and Agreements, by whatever name, whereby the Contractor and/or its affiliated companies undertake/will undertake to perform Activities for the Client, as well as to all Activities arising therefrom for the Contractor. These general terms and conditions have been filed with the Chamber of Commerce.
2. All Agreements are concluded, with the exception of Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code, and are performed exclusively by the Contractor. This also applies if it is the express or tacit intention of the Client that the Activities will be carried out by a specific person or persons.
3. Deviations from, and additions to, these general terms and conditions are only valid if they have been expressly agreed in writing in, for example, a (written) Agreement or order confirmation.
4. In the event that these general terms and conditions and the order confirmation contain conflicting conditions, the terms and conditions included in the order confirmation shall apply.
5. The applicability of the Client's general terms and conditions is expressly rejected by the Contractor.
6. The Client with whom an Agreement has been concluded under these general terms and conditions accepts the applicability of these general terms and conditions to all subsequent quotations of the Contractor and Agreements between the Client and the Contractor.
7. The Contractor is entitled to amend and/or supplement these general terms and conditions in the interim.
8. If one or more provisions of these general terms and conditions are null and void or are annulled, the other provisions of these general terms and conditions will remain fully applicable. If any provision of these general terms and conditions or of the Agreement is not legally valid, the parties will negotiate the content of a new provision, which provision comes as close as possible to the content of the original provision.

Article 3 Commencement and duration of the Agreement

1. Each Agreement is concluded and comes into effect at the time the order confirmation signed by the Client has been received by the Contractor and, where applicable, any required advance payment has been made.
2. If the order confirmation has not (yet) been returned signed, the assignment will be deemed to have been concluded under these general terms and conditions at the time the Contractor has commenced the execution of the assignment at the Client's request.
3. Each Agreement is entered into for an indefinite period, unless it follows from the nature, content or purport of the assignment granted that it has been entered into for a specific period.

Article 4 Client details

1. The Client is obliged to make available to the Contractor, in a timely manner and in the desired form and manner, all data and documents that the Contractor considers necessary for the proper execution of the assignment.
2. The Contractor has the right to suspend the execution of the assignment until the Client has fulfilled the obligation referred to in the previous paragraph.
3. The Client is obliged to inform the Contractor immediately of facts and circumstances that may be important in connection with the execution of the Agreement.
4. The Client guarantees the accuracy, completeness and reliability of the data and documents made available to the Contractor by or on behalf of the Client, even if they originate from third parties. The Contractor is not liable for damage, of whatever nature, resulting from the inaccuracy and/or incompleteness of the information provided by the Client to the Contractor.
5. The additional costs and additional fees arising from the delay in the performance of the Agreement, arising from the failure to make the requested information available, or not to make it available in a timely or proper manner, are for the account of the Client.
6. If and insofar as the Client so requests, the documents made available will be returned to the Client, subject to the provisions of Article 16.

Article 5 Execution of the assignment

1. Assignments are carried out by a reasonably competent and careful professional. However, the Contractor does not guarantee that any assignment will achieve the intended result. The Client acknowledges that the applicable rules of conduct and professional regulations are observed in the execution of the assignment.
2. The Client is aware that the Contractor shall, on the basis of the Money Laundering and Terrorist Financing (Prevention) Act (Wwft):
 - a. may be obliged to conduct an investigation into the identity of the Client and/or client;
 - b. may be obliged to report certain transactions to the authorities set up by the government for this purpose.
3. Unless expressly agreed otherwise in writing, the Contractor is not obliged to have the assignment carried out by the person or persons working for or on behalf of the Contractor in respect of whom the Client has issued the assignment. The assignment does not end in the event of temporary or permanent absence of this person or persons. However, the Contractor will, as far as reasonably possible, take into account the wishes of the Client regarding the person or persons to be involved in the execution of an assignment.
4. The execution of the assignment may be entrusted in whole or in part to a third party only

5. after agreement has been reached between the Client and the Contractor to that effect. If, during the term of the Agreement, Activities are performed for the benefit of the Client's profession or business that do not fall under the Activities to which the Agreement relates, these Activities will be deemed to have been performed on the basis of separate Agreements.
6. The execution of the assignment is not - unless explicitly stated otherwise in writing - specifically aimed at detecting fraud. If the Activities provide indications of fraud, the Contractor will report this to the Client. In doing so, the Contractor is bound by the fraud guidelines imposed by law and issued by professional organisations.
7. The Contractor excludes any liability for damage that arises as a result of the Contractor's compliance with the laws and (professional) regulations applicable to it.
8. The Contractor is not liable for damage to or destruction of documents during transport or during shipment by post, regardless of whether the transport or shipment is carried out by or on behalf of the Client, the Contractor or third parties.
9. During the execution of the assignment, the Client and the Contractor will be able to communicate with each other by means of electronic mail at the request of one of them. The Client and the Contractor are not liable to each other for damage resulting from the use of electronic mail. Both the Client and the Contractor will do everything that can reasonably be expected to prevent damage and risks such as the spread of viruses and distortion.

Article 6 Deadlines

1. If the Client owes an advance payment or is required to provide information and/or documents required for the execution, the period within which the Activities must be completed will not commence until after the payment has been received in full, or the information and/or documents have been made available in full.
2. Unless expressly agreed otherwise, time limits for the performance of Activities are only target periods. Unless (further) execution of the assignment is unquestionably impossible, the Contractor will only be in default due to the failure to comply with the deadline, if, after the Contractor has been given a reasonable period in writing for the execution and completion of the Activities after the deadline has been exceeded, the performance of the Activities has not yet been completed after the expiry of that further period due to circumstances attributable to the Contractor.
3. If it has been agreed that the Agreement will be performed in phases, the Contractor may suspend the execution of those parts, which belong to a subsequent phase, until the Client has approved the results of the preceding phase.
4. To the extent that these general terms and conditions do not provide otherwise, the Client's rights of action and other powers against the Contractor in connection with the performance of Activities by the Contractor will lapse, for any reason whatsoever, in any event one year after the moment at which the Client became aware or could reasonably have become aware of the existence of these rights and powers. This period does not concern the possibility of submitting a complaint to the designated authority(ies) for the handling of the complaint.

Article 7 Confidentiality and exclusivity

1. The Contractor is obliged to maintain confidentiality towards third parties who are not involved in the execution of the Agreement. This confidentiality concerns all information of a confidential nature made available to it by the Client and the results obtained through the processing thereof.
2. This confidentiality does not apply insofar as legal or professional rules, including but not limited to the reporting obligation arising from the Money Laundering and Terrorist Financing (Prevention) Act and other national or international regulations with a similar effect, impose an obligation to provide information on the Contractor, or insofar as the Client has relieved the Contractor of the duty of confidentiality. This provision also does not prevent confidential collegial consultation within the Contractor's organisation, insofar as the Contractor deems this necessary for the careful execution of the Agreement or for careful compliance with legal or professional obligations.
3. The Contractor is not entitled to use the information made available to it by the Client for a purpose other than that for which it was obtained, and in the event that the Contractor acts on its own behalf in disciplinary, civil, administrative or criminal proceedings, in which these documents may be relevant. If the Contractor is accused of having committed or participated in a violation or crime, it is entitled to disclose documents of the Client to the Inspector of Taxes or to the court, if disclosure is necessary in the context of the Contractor's defence.
4. Except with the express prior written consent of the Contractor, the Client is not permitted to publish or otherwise make available to third parties the content of advice, opinions or other written or non-written statements of the Contractor, except insofar as this follows directly from the Agreement, is done in order to obtain an expert opinion regarding the relevant Activities of the Contractor, the Client is subject to a statutory or professional obligation to disclose, or the Client acts on its own behalf in disciplinary, civil or criminal proceedings.
5. In the event of violation of the prohibition included in the previous paragraph, the Client will owe the Contractor an immediately due and payable penalty in the amount of € 25,000.-- (in words: twenty-five thousand euros), without prejudice to the Contractor's right to claim damages. This penalty provision does not apply if the Client is a consumer, without prejudice to the Contractor's right to claim compensation from the Client.

Article 8 Intellectual property

1. The Contractor reserves all rights in respect of products of the mind that it uses or has used in the context of the execution of the Agreement with the Client, insofar as rights may exist or be established in law in respect of those products.
2. The Client is expressly prohibited from providing, reproducing, disclosing or exploiting these products, including but not limited to computer programs, system designs, working methods, advice, (model) contracts and other intellectual products, all in the broadest sense of the word, whether or not with the involvement of third parties.
3. The Client is not permitted to hand over those products or any tools or components thereof to third parties, other than to obtain an expert opinion on the Activities of the Contractor. In that case, the Client will impose its obligations under this article on the third parties it engages.

Article 9 Force majeure

1. If the Contractor is unable to fulfil its obligations under the Agreement, or is unable to do so in a timely manner or properly, as a result of a cause that is not attributable to it, including but not limited to the illness of employees, malfunctions in the computer network and other stagnation in the normal course of business within its company, these obligations will be suspended until such time as the Contractor is still able to fulfil them in the agreed manner.
2. If a period of force majeure lasts longer than two months, the parties will consult on an amendment to the Agreement in such a way that further implementation is useful for both parties. If it turns out that there is no room for such an adjustment, each of the parties has the right to dissolve the Agreement in whole or in part insofar as it is affected by force majeure by means of a written statement, without the party being able to be held liable to pay any compensation to the other party.
3. Insofar as the Contractor has already partially fulfilled its obligations under the Agreement at the time of the occurrence of force majeure or will be able to fulfil them, the Contractor is entitled to charge separately for the part already fulfilled or to be fulfilled. The Client is obliged to pay this invoice as if it were a separate Agreement.

Article 10 Fee

1. The Client owes the Contractor a fee and reimbursement of costs incurred, in accordance with the Contractor's usual rates, calculation methods and working methods.
2. Prior to the commencement of the Activities and during their performance, the Contractor has the right to suspend the performance of the Activities until the Client has paid the Contractor an advance payment, determined by the Contractor in reasonableness and fairness for the Activities to be performed, or has provided security for this.
3. The Contractor's fee does not depend on the outcome of the assignment granted and is payable to the extent that the Contractor has performed Activities for the Client.
4. If, after the conclusion of the Agreement, but before the assignment has been fully executed, wages and/or prices are changed, the Contractor is entitled to adjust the agreed rate accordingly, unless the Client and the Contractor have made other agreements in this regard. If the Client is a consumer, it is entitled to dissolve the Agreement within 14 days after the Contractor has notified the Client of the price increase. This does not apply to price increases based on law or regulations.
5. The Contractor's fee, if necessary increased by disbursements and invoices from third parties engaged, including any turnover tax due, will be charged to the Client monthly, quarterly, annually or after completion of the Activities.

Article 11 Payment

1. Payment of the invoice amount by the Client must be made within 14 days of the invoice date, in Dutch currency, at the offices of the Contractor or by deposit into a bank account to be designated by the Contractor, and, insofar as the payment relates to Activities, without any right to discount or set-off. Objections to the amount of the invoice do not suspend the Client's payment obligation.
2. If the Client has not paid within the aforementioned period, or within the further agreed term, it will be in default by operation of law and the Contractor will be entitled, without further demand or notice of default, to charge the Client the statutory interest from the due date until the date of full payment, all this without prejudice to the other rights that the Contractor has.
3. All costs incurred as a result of judicial or extrajudicial collection of the claim(s) shall be borne by the Client, even insofar as these costs exceed the order for costs of the proceedings. This concerns at least the costs calculated on the principal sum in accordance with the Decree on the reimbursement of extrajudicial collection costs.
4. If, in the opinion of the Contractor, the Client's financial position or payment behaviour gives cause to do so, the Contractor is entitled to require the Client to provide (additional) security in a form to be determined by the Contractor. If the Client fails to provide the required security, the Contractor is entitled, without prejudice to its other rights, to immediately suspend the further execution of the Agreement and all that the Client owes to the Contractor for whatever reason is immediately due and payable.
5. In the event of a joint assignment, Clients are jointly and severally liable for the payment of the invoice amount, insofar as the Activities have been carried out for the benefit of the joint Clients.

Article 12 Privacy

1. The Contractor will treat the confidential information provided to it as confidential and will secure it in an appropriate manner.
2. The Contractor has taken appropriate technical and organisational measures to secure the processing of personal data in accordance with the GDPR. When taking the security measures, the risks to be mitigated, the state of the art and the costs of the security measures were taken into account.
3. If a data breach occurs in which personal data is processed in the context of the assignment, the Contractor will inform the Client after it has become aware of the data breach. In that case, the Contractor will, where required, independently report the breach to the Dutch Data Protection Authority.
4. The Contractor is not liable for damage resulting from the Client's failure to comply with the GDPR or other applicable laws and regulations. The Client indemnifies the Contractor against claims from third parties in connection with such damage. The indemnification also applies to the costs that the Contractor has had to incur in connection with the claims, including the legal costs of (legal) proceedings and the costs of any fines imposed on the Contractor.

Article 13 Complaints

1. A complaint regarding the Activities performed and/or the invoice amount must be submitted to the Contractor in writing within 30 days of the date of dispatch of the documents or information about which the Client is complaining, or within 30 days of the discovery of the defect if the Client demonstrates that it could not reasonably have discovered the defect earlier, stating the nature and grounds of the complaint.
2. Complaints as referred to in the first paragraph do not suspend the Client's payment obligation.
3. If the complaint is not filed in time, all rights of the Client in connection with the complaint will lapse.
4. If the Contractor considers that a complaint has been submitted correctly and in a timely manner, the Contractor has the choice between adjusting the fee charged, improving or re-performing the rejected Activities free of charge or not performing the assignment in whole or in part, in return for a refund in proportion to the fee already paid by the Client.
5. If the Contractor assesses a complaint is unfounded, the costs incurred on the part of the Contractor – including the investigation costs – will be borne by the Client.

Article 14 Liability and indemnification

1. The Contractor is only liable to the Client for damage that is the direct result of a (coherent series of) attributable shortcoming(s) in the performance of the Agreement. This liability is limited to the amount that is paid out for the case in question according to the Contractor's liability insurer, plus any deductible to be borne by the Contractor under the insurance.
2. Liability of the Contractor will only arise if the Client gives proper written notice of default within 30 days after it has become aware of the alleged damage, setting a reasonable period to remedy the shortcoming, and the Contractor continues to imputably fail to comply with its obligations even after that period. The notice of default must contain a description of the failure that is as detailed as possible.
3. If, for whatever reason, the liability insurer does not pay out, the Contractor's liability is limited to the amount of the fee charged for the performance of the Agreement.
4. If the Agreement concerns a continuing performance agreement with a term of more than one year, the amount referred to above will be set at three times the amount of the fee charged to the Client in the twelve months prior to the occurrence of the damage. Under no circumstances will the total compensation for the damage on the basis of this article exceed € 50,000,- per event, whereby a series of related events counts as one event, unless the parties – in view of the scope of the assignment or the risks associated with the assignment – see reason to deviate from this maximum when entering into the Agreement.
5. Except in the event of intent or gross negligence on the part of the Contractor, the Contractor is not liable for:
 - a. damage incurred by the Client or third parties as a result of the provision of incorrect or incomplete data or information by the Client to the Contractor, or otherwise as a

- b. result of an act or omission by the Client;
- damage incurred by the Client or third parties as a result of an act or omission by auxiliary persons engaged by the Contractor (not including employees of the Contractor), even if they are employed by an organisation affiliated with the Contractor;
- c. loss of profits, indirect or consequential damage incurred by the Client or third parties, including but not limited to interruption in the regular business operations of the Client's business.

Article 15 Indemnification

1. The Client indemnifies the Contractor against all claims from third parties, including shareholders, directors, supervisory directors and personnel of the Client, as well as affiliated legal entities and companies and others involved in the Client's organisation, which are directly or indirectly related to the execution of the Agreement.
2. In particular, the Client indemnifies the Contractor against claims from third parties for damage caused by the Client providing incorrect or incomplete information to the Contractor, unless the Client demonstrates that the damage is not related to culpable acts or omissions on its part, or is caused by intent or gross negligence on the part of the Contractor. The foregoing does not apply to assignments for the examination of the annual accounts, as referred to in Article 393 of Book 2 of the Dutch Civil Code.
3. The Client indemnifies the Contractor against all possible claims from third parties, in the event that the Contractor is forced by law and/or its professional rules to return the assignment and/or is forced to cooperate with government agencies, which are entitled to receive requested or unsolicited information that the Contractor has received from the Client or third parties in the performance of the assignment.

Article 16 Suspension and termination

1. The Contractor is entitled to suspend the fulfilment of all its obligations, including the delivery of documents or other items to the Client or third parties, until such time as all due and payable claims against the Client have been settled in full.
2. The provisions of the first paragraph do not apply to items or documents of the Client that have not yet been processed by the Contractor.
3. The Client and the Contractor may terminate the Agreement at any time. If the Agreement terminates before the assignment has been completed, the provisions of Article 10 (3) shall apply.
4. Notice of termination must be notified to the other party in writing.
5. If and insofar as the Contractor terminates the Agreement by giving notice, it is obliged to inform the Client of the reasons underlying the termination and to do everything the circumstances demand in the interest of the other party.

Article 17 Applicable law and choice of forum

1. All Agreements between the Client and the Contractor are exclusively governed by Dutch law.
2. All disputes relating to Agreements between the Client and the Contractor will be settled by the competent court in the district in which the Contractor has its registered office.
3. Notwithstanding the provisions of paragraph 2, the Client and the Contractor may opt for a different method of dispute resolution.