

General Terms and Conditions of Visser & Visser

In these general terms and conditions ("Terms and Conditions"), the following terms shall have the meaning given to it as follows:

Contractor:	One (or more) operating companies of (or affiliated to) Visser & Visser that have signed an Agreement to which these Terms and Conditions were declared applicable
Client:	The natural person or legal entity who/which has issued the order to the Contractor and/or for whom the Contractor performs or has performed any work;
Parties:	The Client and the Contractor;
Agreement:	Every agreement between the Parties relating to the performance of work for and/or providing services to the Client and/or relating to the seconding of personnel, as well as all actual and legal acts for the preparation and execution of the Agreement (including any offer made by Contractor), and including any supplement and/or change to the Agreement.
Records:	All goods, including documents and data carriers, and any goods received by the Contractor in the context of the execution of the order

Article 1 Applicability & order

- 1.1. These Terms and Conditions apply to all Agreements and any work performed by or on behalf of the Contractor and any associated legal relationships.
- 1.2. Orders shall be accepted and carried out by the Contractor. This also applies if it is the Client's intention that the order should be executed by a certain person working for the Contractor. Sections 7:404, 7:407 subsection 2 of the Dutch Civil Code (hereinafter referred to as DCC) and 7:409 DCC shall not apply.
- 1.3. Derogations from and supplements to these Terms and Conditions are valid only if they explicitly have been agreed to in writing.
- 1.4. The general terms and conditions used by the Client do not apply and are expressly rejected by the Contractor.
- 1.5. The underlying Order/Agreement – along with these Terms and Conditions – represents all agreements between the Contractor and the Client with regard to the work for which the Agreement is entered into. All earlier agreement made between the Parties, or any relevant proposal shall not apply.
- 1.6. The Client with whom an Agreement is entered into under these Terms and Conditions shall accept the applicability of these Terms and Conditions to all later quotations of the Contractor and Agreements between the Client and the Contractor.
- 1.7. If one or more provisions of these Terms and Conditions are null and void or are voided, the remaining provisions of these Terms and Conditions shall remain to be fully applicable. If any provision of these Terms and Conditions or of the Agreement is invalid, the parties will negotiate on the content of a new provision, which provision will be as close as possible to the content of the original provision.

conformation shall be deemed to represent the Agreement correctly and fully.

- 2.2 The parties are free to prove the formation of the Agreement by any means.
- 2.3 Every Agreement is concluded for an indefinite period, unless it results from the nature, content or purport of the order that it is entered into for a definite period.

Article 3 Client information

- 3.1 The Client is held to provide the Contractor with all goods, including documents and data carriers, and all goods and information that have been created or collected by the Contractor in the context of the execution of order, which the Contractor considers to be necessary for the correct performance of the Agreement, in a timely manner and in the required form and way. This shall also include the documents the Contractor may require for certifying the identity of the Client. The Client shall provide the Contractor with such information to certify their identity prior to the performance of the Agreement.
- 3.2 The Contractor may suspend performance of the Agreement until the Client has met the obligation set out in the preceding paragraph.
- 3.3 The Client is held to immediately inform the Contractor about any facts and circumstances that could be of importance in connection with the performance of the Agreement.
- 3.4 The Client shall guarantee the correctness, completeness and reliability of the data and Records provided by or on behalf of it to the Contractor, also if these come from third parties.
- 3.5 Any extra costs and extra fees resulting from the delay in the performance of the Agreement, caused by non-provision, late provision or improper provision of the required information shall be borne by the Client.

Article 2 Start and duration of the Agreement

- 2.1 Every Agreement will only be concluded and commence once the Contractor has received the engagement confirmation signed by the Client. The confirmation is based on the information provided by the Client to the Contractor at such date. The

- 3.6 If and insofar the Client requests, the Records made available will be returned to it, subject to the provisions of Article 14 of these Terms and Conditions. The Client shall bear the costs for returning these Records.

- 3.7 If the Client has a suspicion of, or if in the event a data leak occurs or has occurred, whether or not involving personal information, the Client has the obligation to report this to the Contractor.

Article 4 Execution of the Agreement

- 4.1 The Contractor decides the way in which and by which person(s) the Agreement will be performed. If possible, the Contractor will consider any sound instructions regarding the performance of the Agreement that are provided by the Client in a timely manner. 5.2
- 4.2 The Contractor ensures to respect the care of a good contractor with the execution of the orders issued to it. The Contractor has a best endeavours obligation vis-à-vis its Clients and does not guarantee that any intended result is achieved.
- 4.3 The Contractor is authorised to contract third parties with the execution of the order, including but expressly not limited to other Visser & Visser operating companies, such as Visser & Visser Diensten B.V. The Contractor shall act with due care when contracting third parties. 5.3
- 4.4 The Contractor shall perform the Agreement in accordance with the rules of behaviour and professionalism applicable to it, which may be part of the Agreement and with that required of it by law. The Client shall meet the obligations following from these rules of behaviour and professionalism and required of it by law for the Contractor, or for those working with or for the Contractor, respectively. 5.4
- 4.5 If - during the Agreement - work is done for the profession or business of the Client that do not fall under the work the Agreement relates to, this work will be considered to have been executed under (a) separate Agreement(s).
- 4.6 Any terms provided for in the Agreement within which the work must be executed shall only be considered an indication and not as deadlines, unless expressly agreed otherwise in writing between the Parties. Therefore, any delay of such term shall not constitute an imputable failure of the Contractor and hence no ground for dissolution of the Agreement. 5.5
- 4.7 The performance of the Agreement shall not specifically focus on the detection of fraud – unless expressly stated otherwise in writing. If the work would give any indication of fraud, the Contractor shall report this to the Client, while the Contractor shall be held to the applicable laws and regulations and the regulations and directives issued by the various professional organisations.

Article 5 Confidentiality and exclusivity

- 5.1 The Contractor has a confidentiality obligation vis-à-vis any third party that is not involved in the performance of the Agreement. This confidentiality relates to any information of a confidential nature that is made available to it by the Client and the results obtained by processing it. This confidentiality shall

not apply insofar as under any statutory or professional rules impose an obligation on the Contractor, or insofar the Client has released the Contractor of the confidentiality obligation, nor will this provision prevent any confidential consultation between colleagues within the Contractor's organisation, insofar the Contractor deems this necessary for a diligent performance of the Agreement or to properly meet the statutory or professional requirements.

The Contractor has the right to use any (numerical) results, knowledge, experience, know-how, skills and ideas that are obtained in connection with the performance of the Agreement for statistical or comparative purposes and share these with other Visser & Visser operating companies, on the condition that such use cannot be traced back to any individual Client.

The Contractor has the right to use the information that is made available to it by the Client in the event the Contractor acts for itself in disciplinary, civil, administrative or criminal proceedings in which these documents can be of importance. If the Contractor is reproached to have committed any offence or crime or to have participated in it, it will have the right to disclose any Document of the Client or any data and/or other information created in the context of the Agreement to the Inspector of Taxes or to the Court, if such disclosure is required in the context of the defence by the Contractor.

Except with the Contractor's express prior written consent, the Client may not disclose the substance of any advice, opinion or other expression of the Contractor, whether or not in writing, to any third party or otherwise make available, except insofar this directly results from the Agreement, is done to obtain an expert opinion on the relevant work of the Contractor, if the Client is bound by a statutory or professional disclosure requirement, or if the Client acts for itself in disciplinary, civil or criminal proceedings.

In case of violation of the prohibition under the preceding paragraph, the Client will owe to the Contractor an immediately payable penalty of EUR 25,000 (*in words: twenty-five thousand euros*), without any requirement of a notice of default or judicial intervention, without prejudice to the Contractor's (legal) right to claim damages and without prejudice to the Contractor's right to fulfilment of the Agreement.

Article 6 Intellectual property

- 6.1 The intellectual property rights on anything the Contractor uses and/or makes available in the context of the performance of the Agreement, are vested in the Contractor or its licensors. No part of the Agreement or these Terms and Conditions shall serve as a transfer of the intellectual property rights, unless expressly stated otherwise in writing.

- 6.2 The Client shall expressly be prohibited to provide to third parties, reproduce, disclose or operate anything of which the intellectual property is vested in the Contractor, including but not limited to computer programs, system designs, methods, advice, (model) contracts and other intellectual products, such in the broadest sense of the word, whether or not by engaging third parties.
- 6.3 The Contractor can grant to the Client a right of use to code, software, etc. This right of use shall always end at the moment the Agreement ends, unless otherwise agreed in writing. Once the right of use has ended, the Client shall no longer make any use of the code, etc, whatsoever. The Client shall remove any code from its systems.
- 6.4 The Contractor has the right to take technical measures to protect its (intellectual property) rights or those of its licensors. The Client shall expressly be prohibited to remove or circumvent these measures.
- 6.5 The Client shall not be permitted to provide (tools of) anything of which the intellectual property is vested in the Contractor to third parties, with any other purpose than to obtain an expert opinion regarding the work of the Contractor. In such case the Client will impose its obligations under this Article to the third parties engaged by it.
- 6.6 In case of violation of the provisions under paragraphs 2, 3, 4 and/or 5 of this Article, the Client will owe to the Contractor an immediately payable penalty of EUR 25,000 (*in words: twenty-five thousand euros*), without the requirement of a notice of default or judicial intervention, without prejudice to the Contractor's (legal) right to claim damages and without prejudice to the Contractor's right to fulfilment of the Agreement.

Article 7 Force majeure

- 7.1 If the Contractor cannot meet its obligations under the Agreement, or not in a timely manner or not properly as a result of a cause that cannot be attributed to it, including but not limited to non-performance and/or unlawful conduct on the part of third parties engaged by the Contractor for the performance of its engagement, strike (both organised and unorganised) or any other labour conflict, insufficient production capacity caused by illness, import and export and/or transit prohibitions or other import or export restrictions, government measures, network problems, war or mobilisation, natural disasters and any other cause that is beyond the reasonable control of the Contractor, such obligations will be suspended until the moment the Contractor will still be able to meet these in the way as agreed.
- 7.2 The Client has the right, in case of the situation as referred to in the first paragraph occurs, to terminate the Agreement in full or in part after 14 days after the start of the situation of force majeure, in writing and no right of any compensation whatsoever.

- 7.3 Insofar as the Contractor has already partly met its obligations under the Agreement at the date the force majeure began, or will be able to meet these, the Contractor will have the right to separately charge the part that has been met or will be met, respectively. The Client is held to pay such invoice.

Article 8 Remuneration

- 8.1 The Client shall owe a fee to the Contractor in proportion to the number of hours worked multiplied by the rate used by the Contractor, unless agreed otherwise. This hourly rate will be communicated to the Client with the engagement confirmation. The Contractor shall reserve the right to modify these rates annually.
- 8.2 Any costs and disbursements, including but not limited to travel and accommodation expenses, will be charged separately.
- 8.3 The Contractor has the right to suspend execution of its work before the start of the performance of the Agreement and in between, until the Client has either paid an advance payment for the work to be executed to be reasonably determined by the Contractor, or has provided surety for it. Any advance payment paid by the Client will in principle be settled with the final invoice.
- 8.4 The Contractor's fees do not depend on the outcome of the work done, unless otherwise agreed in writing.
- 8.5 If a sum has been agreed under the Agreement, the Contractor has the right to charge an additional rate per time unit worked, if and insofar the work exceeded the work provided for in the Agreement, which sum will then also be owed by the Client.
- 8.6 If, after the conclusion of the Agreement but before it has been completed, wages and/or prices are changed, the Contractor has the right to adjust the rate as agreed accordingly, unless the Client and the Contractor have made other written arrangements on this matter.

Article 9 Invoice and payment

- 9.1 The Contractor's fees, increased by disbursements and invoices of third parties that were engaged, if necessary, including the turnover tax to be paid, if any, will be invoiced to the Client on a monthly basis. Any complaint about an invoice must have been made within sixty (60) days of the invoice date, at the risk of forfeiting any right to compensation.
- 9.2 If the parties agree a fixed price, it will be invoiced by the Contractor in instalments. Any extra work in the form of hours and/or other costs will be invoiced in between and/or after completion of the Agreement.
- 9.3 The registered hours from the Contractor's time registration system provide compelling proof of the hours worked by the Contractor for the Client until any proof to the contrary has been provided by the Client.
- 9.4 Except for a justified complaint, every invoice shall be paid within thirty (30) days of the invoice date, in

the absence whereof the Client will be in default without a notice of default being required and the statutory (commercial) interest will be owed from the deadline for payment.

- 9.5 In case of collection measures, all judicial and extrajudicial costs reasonably incurred will also be owed by the Client. If the Client is a natural person, the Graduated Scale for Extrajudicial Collection Costs as published on www.rechtspraak.nl shall apply. If the Client is a legal person, including sole proprietorships and general partnerships, the extrajudicial collection costs are 15% on the principal sum with a minimum of EUR 45 (*in words: forty-five euros*).
- 9.6 The Contractor has the right to use the payments made by the Client, first to be deducted from the costs as referred to in paragraph 9.4, then to be deducted from the arrear interest, and finally to be deducted from the oldest outstanding principal sums payable and the current interest.
- 9.7 If, to the opinion of the Contractor, the financial position or the payment behaviour of the Client give grounds for it, the Contractor has the right to demand from the Client to provide (additional) surety in a form to be decided by the Contractor. If the Client fails to provide any surety as required, the Contractor shall have the right, without prejudice to its other rights, to immediately suspend the further performance of the Agreement, and anything the Client owes to the Contractor on whatever ground, shall be immediately payable.
- 9.8 In case of liquidation, bankruptcy, suspension of payment of the Client, any claim against the Client shall be immediately payable.
- 9.9 In case of a jointly given order, insofar the work is executed for the joint Clients, the Clients will be jointly and severally liable for payment of the invoice amount and any interest(s) and costs payable.

Article 10 Complaints

- 10.1 Complaints with regard to the work that is done must be notified to the Contractor in writing within 60 days after the sending date of the documents or information the Client's complaint relates to, or within 60 days after the discovery of the defect, if the Client has demonstrated that it could not reasonably have discovered the defect earlier, while specifically stating the nature and ground of the complaints.
- 10.2 Complaints as referred to in the first paragraph shall not suspend the Client's payment obligation, except insofar the Contractor has indicated that it considers the complaint well-founded.
- 10.3 The Contractor must be given the opportunity to investigate the Client's complaint.
- 10.4 In case of a justified complaint, the Contractor has the option to either choose adjustment of the fees that are charged, improvement at no cost or to have the rejected work be executed again, or to cancel all

or part of the order against a proportionate refund of the fees already paid by the Client.

- 10.5 If the complaint is not filed in a timely manner, all rights of the Client in connection with the complaint shall lapse.
- 10.6 The complaints procedure for filing a complaint can be found via <https://www.visser-visser.nl/verborgenpaginas/klachtenregeling>

Article 11 Liability and indemnification

- 11.1. The Contractor shall only be liable vis-à-vis the Client for any damage that is a direct result from a (series of related) attributable shortcoming(s) in the performance of the Agreement. This liability is limited to the amount that is distributed according to the Contractor's liability insurer for the relevant event, increased by excess, if any, to be borne by the Contractor under the insurance. If, for whatever reason, the liability insurer would not proceed to payment, the liability of the Contractor will be limited to the amount of the fees charged for the performance of the Agreement. If the Agreement is a continuing performance agreement with a duration of more than one year, the amount as referred to in the preceding sentence will be fixed at twice the fees charged to the Client in the twelve months prior to the occurrence of the damage.
- 11.2. Under no circumstances the total compensation of the damage under this Article will be more than EUR 300,000 (*in words: three hundred thousand euros*), per event, a series of related events being considered to be one single event, unless the Parties – given the scope of the order or the risk involved with the order at the time the Agreement was entered into – have agreed in writing to deviate from this maximum.
- 11.3. Except in case of wilful acts or gross negligence on the part of the Contractor, the Contractor shall not be liable for:
- 11.3.1. any damage that occurred at the premises of the Client or of third parties, which results from the provision of documents, data or information by the Client to the Contractor, which are incorrect, incomplete or not provided in a timely manner, or otherwise result from any act or omission by the Client, including the situation that the Contractor is unable to file the annual documents with the Chamber of Commerce within the statutory term, as a result of any act or omission (on the part) of the Client;
- 11.3.2. any damage that occurred at the premises of the Client or of third parties, which results from any act or omission of workers engaged by the Contractor acting under the direction and supervision of the Client or auxiliary personnel (not including workers not acting under the direction and supervision), also if

they work with an organisation affiliated to the Contractor;

- 11.3.3. any loss of earnings or indirect or consequential damage that occurred at the premises of the Client or of third parties, including but not limited to stagnation in the normal course of business in the Client's enterprise.

- 11.4. Furthermore, as a precondition for liability, the Client shall inform the Contractor of any defect in writing, immediately upon discovering it and the Contractor shall have the right - at any time and insofar as possible - to undo or limit the Client's damage by repair or improvement of the defective product or service.
- 11.5. The Client shall indemnify the Contractor against any claim from third parties, including shareholders, directors, members of the supervisory board and personnel of the Client, as well as affiliated legal entities and businesses and other persons involved in the organisation of the Client, which are directly or indirectly connected to the performance of the Agreement. The Client will in particular indemnify the Contractor against claims from third parties for damage caused because the Client provided the Contractor with incorrect or incomplete information, unless the Client shows that there is no connection between such damage and any imputable act or negligence on its part, or results from wilful acts or gross negligence on the part of the Contractor. The above does not apply to orders to examine the annual accounts as referred to in Section 2:393 DCC.
- 11.6. The Client shall indemnify the Contractor against any possible claim from third parties, in the event the Contractor would be forced to return the Order under the law and/or rules of professionalism and/or is forced to cooperate with the public authorities that authorised to receive - which may or may not have been requested - any information the Contractor has received from the Client or from third parties during the execution of the order.
- 11.7. The Client shall fully indemnify the Contractor at any time against any claim made by employees of the Contractor against the Contractor as to any damage caused by employees of the Contractor during the work at the Client's site, expressly including any claim under Sections 7:658 DCC, 7:611 DCC and Section 6:248 DCC.
- 11.8. All restrictions regarding the liability of the Contractor under this Article shall fully apply to the person(s) who actually execute any work for the Client, which person(s) can also invoke these provisions against the Client.

Article 12 Expiry period

Any right of action and other powers of the Client may have vis-à-vis the Contractor in connection with the work to be executed by the Contractor, unless

stated otherwise in these Terms and Conditions, will lapse in any event one year after the moment the Client knew or should reasonably be aware of these rights and powers. This term does not apply to the possibility to file a (disciplinary) complaint with the designated authorities for the handling of complaints and/or the Council for Economic Disputes [Raad voor Geschillen].

Article 13 Termination

- 13.1. The Client and the Contractor can terminate the Agreement at any time. Termination of the Agreement by the Client shall require a minimum notice of one (1) month. For Agreements for an indefinite period a notice of two (2) months applies to the Client.
- 13.2. If the Agreement ends before completion of the order, the provisions of Articles 8.1 and 8.4 shall apply and in any case the fees for the work done must be paid, as well as any costs incurred by the Contractor.
- 13.3. Any termination must be notified to the other party in writing.
- 13.4. If and insofar the Contractor terminates the Agreement through notice of termination, it will be held to provide the Client with reasoned information as to the reasons underlying the termination, and to do anything the circumstances require in the interest of the Client.

Article 14 Right of suspension

The Contractor has the right to suspend the performance of all of its obligations, including the provision of Records or other items to the Client or third parties, until the moment all payable claims against the Client have been fully paid, without prejudice to the obligations of an accountant under the applicable laws and regulations. The Contractor can only reject the obligation to issue such Records once a careful evaluation of interests has taken place.

Article 15 Applicable law and choice of forum

- 15.1. The service provision of the Contractor and all Agreements shall be governed by Dutch law. The Court of Rotterdam will be competent with regard to disputes regarding an order given to the Contractor.
- 15.2. In derogation of the provisions of paragraph 1, the Client and the Contractor can choose an alternative dispute resolution.
- 15.3. Before the Parties submit a dispute in accordance with paragraph 1 or paragraph 2 of this Article 15, the Parties will, by mutual consent or with the help of an independent third party engaged by it, try to reach a solution of the dispute.
- 15.4. The provisions of paragraphs 15.1 and 15.2 of this Article shall not affect the Client's option to submit a dispute with the Council for Economic Disputes

[Raad voor Geschillen] and/or file a complaint with the designated authorities for handling complaints.

16.6. The provisions of Article 11 shall apply accordingly.

Article 16 Electronic communication and electronic filing of the annual report and financial statements

- 16.1. The parties may assume that the sending of correctly addressed fax messages, e-mails (including e-mails sent through the Internet) and voice-mail messages, whether or not these contain confidential information or documents relating to the Order, shall be mutually accepted, unless agreed otherwise in writing. The same applies to other means of communication used or accepted by the other party.
- 16.2. The Contractor shall not be liable for any damage or loss of Records and/or other items and/or data during transport or sending, whether or not such transport or sending is done by or on behalf of the Client, the Contractor or any third party. During the execution of the Order, the Client and the Contractor can, if requested by the Client, communicate with each other through electronic means. The Client and the Contractor shall not be liable vis-à-vis each other for any damage that may occur with one or each of them as a result of the use of electronic means of communication, networks, applications, electronic storage, or other systems, including but not limited to any damage as result of the non-delivery or delayed delivery of electronic communication by third parties, or because of software/equipment used for the sending, receipt or processing of electronic communication, the transmission of viruses and the non-functioning or improper functioning of the telecommunication network or other means required for electronic communication, without prejudice to such damage being the result of wilful misconduct or gross negligence.
- 16.3. In addition to the preceding paragraph, the Contractor shall accept no liability for any damage occurred by or in connection with the electronic transmission of (electronic) annual report and financial statements and filing these electronically with the Chamber of Commerce.
- 16.4. Both the Client and the Contractor will do anything or omit that can reasonably be expected from each of them to prevent that the risks as referred to in this Article 16 could occur.
- 16.5. The data extracts from the computer systems of the sender provide compelling proof of (the content of) the electronic communication sent by the sender until any proof to the contrary has been provided by the recipient.

Article 17 Other provisions

- 17.1. If the Contractor executes any work at Client's site, the Client shall ensure there is a suitable workplace that meets all standards under the Working Conditions Act and other applicable regulations regarding working conditions. The Client shall ensure that in such case the Contractor is provided with the office space and other facilities, which to the opinion of the Contractor are necessary or useful to perform the Agreement and that meet all relevant (legal) requirements. With regard to any (computer) facilities made available, the Client has the obligation to ensure continuity, *inter alia*, by means of sufficient backup, security and virus check procedures.
- 17.2. The Client shall not engage or approach any employees of the Contractor who are involved in the execution of the work, to enter into service with the Client, whether or not temporarily, directly or indirectly, or directly or indirectly for the Client, whether or not in paid employment, to perform any work during the duration of the Agreement or any extension thereof, and during 12 months thereafter. In the event of non-compliance with this obligation, the Client shall forfeit vis-à-vis the Contractor an immediately payable penalty of EUR 10,000,- (in words: *ten thousand euros*) per event and EUR 1,000,- (in words: *one thousand euros*) per day that the violation continues, without any notice of default or judicial intervention being required, without prejudice to the Contractor's right to actually claim any damage.
- 17.3. These Terms and Conditions are available in Dutch, English and German. In case of a dispute on the content or purport of these Terms and Conditions, the Dutch text shall prevail.
- 17.4. The Contractor has the right to change or supplement these Terms and Conditions. Any change and/or supplement shall bind the Client, however, only once the Client has been informed of it in writing.
- 17.5. Any provision in the Agreement or these Terms and Conditions, which expressly, or because of their nature, also must remain effective after expiry or termination of the Agreement, will remain effective after expiry or termination, including Articles 1, 6, 8, 9, 11, 15 and 17.2.