

Article 1 – General

- a. In these terms and conditions, the terms below will have the following meanings:
Client: The party granting the engagement;
Contractor: BizZnizZ Partners B.V., having its registered office in Zaanstreek, and its affiliates, in this case the party factually accepting the engagement (hereinafter: 'BizZnizZ Partners B.V.')
- b. BizZnizZ Partners B.V. will be the sole Contractor towards the Client. Sections 7:404 and 7:407.2 of the Civil Code do not apply to the legal relationship between the Contractor and the Client. In accordance with common professional practice BizZnizZ Partners B.V. may refer to persons who are shareholders of BizZnizZ Partners B.V., directly or indirectly, and perform professional services for BizZnizZ Partners B.V., as 'partners'. In the execution of their professional services, the persons designated as such will act solely at the risk and expense of BizZnizZ Partners B.V.

Article 2 – Applicability

- a. These terms and conditions apply to all legal relations between the Contractor and the Client, save for variations from these terms and conditions that have been explicitly acknowledged in writing by the Client.
- b. These terms and conditions apply also to any additional and follow-up engagements.
- c. The Contractor's rules of professional conduct and practice form part of the agreement between the Contractor and the Client. The Client warrants that it will always fully respect the Contractor's obligations arising from such rules. The rules of professional conduct and practice will be sent to the Client upon request.
- d. If any provision of these terms and conditions or of the agreement between the Contractor and Client proves null and void or is annulled, the other provisions of the agreement and terms and conditions will remain effective and the invalid provision will be replaced without delay by mutual agreement between the parties by a provision that approximates the purport of the original provision as closely as possible.
- e. The Client's terms and conditions will not apply.
- f. The Dutch version of the terms and conditions will prevail over terms and conditions in English or another language.

Article 3 – Conclusion and Term of Agreement

- a. The agreement is concluded when the Contractor receives the quote or engagement letter signed by the Contractor and the Client or when the Contractor at the Client's (oral) request commences executing the services for the Client. The quote or engagement letter will be based on the information provided by the Client to the Contractor at that time.

- b. The parties will be free to demonstrate that the agreement has come about otherwise.
- c. The agreement will be entered into for an indefinite time unless it is apparent from the content, nature or purport of the engagement granted that the agreement was entered into for a fixed term.

Article 4 – Information Supply by Client

- a. The Client must provide in time and in the requested manner all information and records that in the Contractor's opinion is required for the proper performance of the engagement.
- b. The Client will provide the Contractor with all information relevant to the execution of the engagement.
- c. The Client vouches for the accuracy, completeness and reliability of the information and records provided to the Contractor, also those provided by third parties, insofar as the nature of the engagement does not demonstrate otherwise.
- d. If and to the extent requested by the Client, the records will be returned to the Client.
- e. Any additional costs and fees arising from the late or non-provision or inadequate provision of the requested information and records in the execution of the engagement will be paid by the Client.

Article 5 – Execution of Engagement

- a. The Contractor will determine the manner of execution and the person who will execute the engagement.
- b. After consulting with the Client, the Contractor may involve one or more persons in the execution of the engagement who are not affiliated with the Contractor directly or indirectly. Section 7:404 Civil Code is hereby excluded.
- c. Failures by persons as referred to in the second paragraph of this Article can be attributed to the Contractor only if the Client demonstrates that the Contractor has chosen that person without due care.
- d. The natural and legal persons who have been involved in the services by or on behalf of the Contractor in any manner whatsoever may also rely on these terms and conditions.

Article 6 – Confidentiality

- a. Unless under a statutory or professional duty of disclosure, the Contractor is required to observe confidentiality towards third parties.
- b. The Contractor does not have the right to use the information provided by the Client for purposes other than for which the information has been obtained. An exception applies if the Contractor represents itself in disciplinary, civil or criminal proceedings to which the information could be relevant.

- c. Unless with the prior written consent of the Contractor, the Client will not disclose the content of reports, advice or other written or oral statements of the Contractor that have not been drawn up or made with the intention that third parties would receive the information contained therein. The Client will furthermore ensure that third parties cannot access the content referred to in the preceding sentence.
- d. The Contractor will impose its obligations under this Article on any third parties engaged by the Contractor.

Article 7 – Intellectual Property

- a. Unless explicitly agreed otherwise in writing, all intellectual property rights regarding the services rendered by the Contractor and/or goods used or provided by the Contractor will vest in the Contractor or its licensors.
- b. Without the prior written consent of the Contractor, the Client may not reproduce, disclose and/or exploit the products of the mind protected by intellectual property rights of the Contractor (or its licensors), including computer programs, system designs, procedures, advice and (model) contracts, whether or not with the use of third parties.
- c. The Client may not provide third parties with tools used in generating those products other than to obtain expert opinions on the Contractor's services.

Article 8 – Fee

- a. The Contractor's fee is not conditional on the outcome of the engagement.
- b. If salaries and/or prices are changed before the engagement has been fully completed, the Contractor will have the right to adjust the agreed fee accordingly in the event of a continuing performance contract, unless the Client and the Contractor have agreed otherwise.
- c. The Contractor's fee, if necessary increased by advances and invoices of third parties, will be invoiced to the Client every month or upon completion of the services, unless the Client and the Contractor have agreed otherwise. Turnover tax on all amounts due by the Client to the Contractor will be charged separately.

Article 9 – Payment

- a. The Client must make payment without deduction, discount or set-off within the agreed payment terms but at any rate no later than fourteen days of invoice. Payment must be made in Dutch currency unless otherwise stated, by means of transfer into a bank account designated by the Contractor.
- b. If the Client has not paid within the term referred to in the first paragraph of this Article, the Contractor will have the right to charge interest at the statutory rate (pursuant to Section 6:119a Civil Code) from the due date until the date of payment in full, after having sent the

Client at least one notice of reminder, without any further notice of default and without prejudice to the Contractor's other rights.

- c. All judicial and extrajudicial costs (of collection) reasonably incurred by the Contractor due to non-compliance by the Client with its payment obligations will be paid by the Client.
- d. If in the Contractor's opinion the Client's financial position or payment behaviour gives cause thereto, the Contractor will have the right to suspend execution of the agreement and/or the Contractor will have the right to require the Client to provide (additional) security without delay in a form determined by the Contractor. If the Contractor demands security and the Client fails to provide the requested security, any sums payable by the Client to the Contractor on whatever account will become due and payable immediately, without prejudice to the Contractor's other rights.
- e. In the event of a joint engagement the Clients will be jointly and severally liable for payment of the invoice amount to the extent that the services were executed for the Clients jointly.

Article 10 – Complaints

- a. Any complaints about the services performed and/or the invoice amount must be filed with the Contractor in writing within thirty days of the dispatch date of the records or information that are the subject of the complaints or within thirty days of discovery of the defect if the Client demonstrates that it could not reasonably have discovered the defect earlier.
- b. Complaints as referred to in the first paragraph do not suspend the Client's payment obligations.
- c. In the event of rightful complaints, the Contractor may, at its option, adjust the fee invoiced, improve or redo the rejected services at no charge, or refrain from or discontinue the execution of the rejected services in whole or in part and pro rata refund the fee already paid by the Client.

Article 11 – Delivery Term

- a. If the Client must pay an advance or must provide information and/or materials required for the execution, any term agreed for completion will not commence until payment has been received in full or the information and/or materials have been provided in full.
- b. Terms within which the services must be completed must be considered final only if explicitly agreed or if this arises from the nature of the engagement.
- c. Unless execution has become permanently impossible, the Client may not terminate the agreement on account of excess of a term, unless the Contractor does not perform the agreement or not in full within a reasonable term granted in writing after expiry of the agreed term. In that case termination is allowed in accordance with Section 6:265 Civil Code.

Article 12 – Termination

- a. The Client and the Contractor may terminate the agreement at all times.
- b. Notice of termination must be given in writing to the other party.
- c. The provisions on termination contained in Section 7.7.1 Civil Code apply.

Article 13 – Liability

- a. The Contractor will execute the services to its best ability and knowledge and with the due care expected of a (registered) accountant, accounting consultant or tax consultant.
- b. If an error is made because the Client provided the Contractor with incorrect or incomplete information, the Contractor will not be liable for any loss caused.
- c. If the Client demonstrates that it has sustained loss further to an error by the Contractor that could have been avoided if the Contractor had acted more carefully, the Contractor will be liable for such loss up to a maximum of three times the amount of the fees for the engagement concerned over the past calendar year, or in case of a once-only engagement, up to a maximum of the fee for the engagement concerned, except in case of intent or gross negligence on the Contractor's part. The total amount for which the Contractor can be liable pursuant to the preceding sentence will never exceed the amount paid under the Contractor's liability insurance, except in case of intent or gross negligence on the Contractor's part.

Article 14- Protection of Personal Data

- a. The Contractor may process personal data of Clients in the context of an engagement or to comply with statutory obligations.
- b. The Contractor will process personal data in accordance with the applicable laws and regulations on personal data protection and as recorded in the Contractor's privacy policy.
- c. The Client has an independent obligation to comply with the applicable laws and regulations on personal data protection. The Contractor will not be liable towards the Client for any loss arising from non-compliance by the Client or any third parties engaged by the client with this obligation and the Client indemnifies the Contractor for all loss sustained in connection with third-party claims on account of non-compliance.

Article 15 – Internet Traffic

- a. The Client and the Contractor are aware that there are risks associated with the use of electronic mail like distortion, delays and the transmission of viruses. The Client and the Contractor will do or omit anything reasonably expected of them to prevent such risks from being realised. The Client and the Contractor will not be liable towards each other for any loss that might be caused by the use of electronic mail.

Article 16 – Expiry Period

- a. Insofar as not determined otherwise in these terms and conditions, the Client's rights of claim and other rights – on whatever account – towards the Contractor in connection with the execution of the

work by the latter will expire at any rate one year after the time when it became known to the Client or when the Client could reasonably have become aware of the existence of these rights.

Article 17 – Governing Law and Choice of Forum

- a. The legal relationship between the Client and the Contractor is governed by Dutch law.
- b. Any disputes between the Client and the Contractor will be resolved by the competent court in the Contractor's place of establishment.
- c. In deviation from the provisions of paragraph 2 the Client and the Contractor have the right to submit disputes to a disputes committee.