

Registered with the Chamber of Commerce in Amsterdam under file number: 34365883.

General

Article 1

a. These General Terms and Conditions shall apply as soon as the client has requested the assistance of the contracted party. All provisions of these terms and conditions shall apply between the parties, insofar as they have not been expressly deviated from in writing.

b. Within these terms and conditions, the terms below are defined as follows:

- the Contracted Party: the natural or legal person who performs the work referred to in Article 2;
- the Client: the natural or legal person who calls upon the assistance of the Contracted Party;
- the assignment shall be understood to mean the work to be performed by the Contracted Party, to be determined by mutual agreement between the Client and the Contracted Party, and the conditions under which this is to take place.

Scope

Article 2

a. All offers are without obligation, unless the Contracted Party has explicitly stated otherwise in his offers or quotations to the Client.

b. The activities of the Contracted Party (may) include (among other things) the keeping of complete accounts and/or administration on behalf of the Client, the drawing up of annual documents, the preparation of tax returns and any follow-up thereto, the provision of advice regarding issues of a financial, fiscal and/or business nature, as well as all acts and transactions which - in view of the legal relationship and the assignment ensuing therefrom - may be useful in connection with the aforementioned activities.

c. The Client with whom a contract has once been concluded on the basis of the present terms and conditions, shall be deemed to have tacitly agreed to the applicability of these terms and conditions to subsequent agreements concluded with the Contracted Party.

Applicability

Article 3

The agreement will be concluded at the moment that the Contracted Party accepts the assignment. The provision set out in the previous sentence also applies to changes in assignments. If the Client's interest requires immediate full or partial delivery by the Contracted Party, or if the Client has explicitly requested immediate delivery, the agreement will be deemed to have been concluded by the Contracted Party actually delivering all or part of the services to the Client.

Contracted Party's obligations

Article 4

a. The Contracted Party is obliged to protect the interests of his Client to the best of their knowledge and ability, all this insofar as this is possible and desirable in view of the legal relationship and the assignments arising from it.

b. The manner in which the accounting records are kept, and the

other activities are performed must, with due observance of any applicable statutory provisions, comply with the requirements arising from the Client's obligations and responsibilities.

c. If the work is intended to achieve a certain (financial) end result, it is not guaranteed that this intended end result will actually be achieved.

Obligations of the Client

Article 5

a. The Client shall ensure that all acts which frustrate or render impossible the performance of the assignment by the Contracted Party shall be refrained from.

b. The Client is obliged to provide the Contracted Party with all data, information and documents required for the execution of the assignment in a timely manner, in full and in the proper manner.

Confidential

Article 6

The Contracted Party undertakes to provide all data and documents, which relate to the assignment, and which are reasonably considered to be confidential and secret, to treat them as such. The Contracted Party shall not be liable for any breach of confidentiality by persons employed by him, if the Contracted Party can make a plausible case that he could not have prevented such a breach.

Cooperation with third parties

Article 7

a. Contracted Party may only call in other experts not belonging to his own company for the execution of the assignment after the necessity or desirability thereof has been determined in consultation with Client.

b. The Contracted Party accepts no liability for the work performed by third parties, including the experts referred to in Article 7a.

Shortcomings of the Contracted Party

Article 8

a. The Contracted Party is only liable towards the Client for damage that the latter suffers as a direct result of shortcomings on the part of the Contracted Party or persons employed by the Contracted Party that are related to the performance of the assignment, if and insofar as these shortcomings could have been avoided under normal circumstances and with due observance of normal professional knowledge and practice, subject to the further restrictions described below.

b. The Contracted Party is obliged to remedy the aforementioned shortcomings at no cost in the shortest possible term, if and insofar as the remedying of the shortcomings does not involve higher costs than those charged for the work in question. If the costs are higher, the Contracted Party is only obliged to carry out the remedial work if the Client declares in advance and in writing that it is willing to bear these additional costs.

c. Any liability of the Contracted Party shall lapse no later than 60 months (5 years) after the tax returns for the relevant financial year have been filed, plus the period for which a postponement has been granted.

d. All liability of the Contracted Party will lapse if the Client has not given the Contracted Party the opportunity to be present during a tax audit for the period concerned, furthermore in the event that the Client has not given the Contracted Party

the opportunity to remedy the shortcoming in question and in the event that further work has taken place as a result of or in connection with that shortcoming without the Client involving the Contracted Party.

e. The Client must correct the shortcomings referred to in this article exclusively in writing (by letter, fax or email) within 14 days after he/she has become aware of it or should reasonably have become aware of it, failing which any and all liability of the Contracted Party shall be excluded. Liability is excluded in any event and at any time unless and insofar as the professional liability insurance taken out by the Contracted Party entitles him to a payment and moreover, never exceeds the amount of that payment.

Shortcomings of the Client

Article 9

a. If and insofar as shortcomings in the execution of the work by the Contracted Party are the result of the fact that Client has not, not timely or not sufficiently fulfilled his obligations in accordance with Article 5, the Contracted Party shall in no way be liable.

b. Repair of the aforementioned shortcomings shall in such a case be at the expense of the Client.

Termination by the Client

Article 10

a. The Client may terminate an assignment at any time.

b. Termination of the assignment must take place by registered letter or bailiff's writ.

c. In the event of the termination of an assignment, a period will in principle be observed between the time of notification of this termination and the time at which it takes effect, which will be at least one month, to enable the Contracted Party to bring the work in progress and/or the administration in such a state that the transfer thereof to the Client or to a third party to be designated by the Client is feasible in an acceptable manner, without prejudice to the progress of the work, with due observance of the provisions of Article 9 of these terms and conditions.

d. The assignment given to the Contracted Party shall not expire on the death of the Contracted Party; his rights and obligations shall pass to his heirs and/or legal successor.

Suspension/dissolution/termination by the Contracted Party

Article 11

Without prejudice to the general authority to suspend or dissolve the agreement mentioned in these terms and conditions, the Contracted Party shall be entitled, if the Client fails to fulfil any obligation arising from the agreement entered into by the parties on time, or fails to do so fully or adequately, if a petition for bankruptcy or suspension of payments has been filed (by a third party), if an attachment is levied on the Client in any form whatsoever, if the Client liquidates or shuts down or transfers his business in full or in part, or if he fails to pay the invoices due on time:

- a. to terminate an assignment at all times, which termination must be affected by registered letter or bailiff's writ;
- b. to request advance payment or security from the Client - for all existing agreements or agreements to be concluded in the future - before the Contracted Party commences with the delivery of his (further) work;
- c. suspend delivery of its services;
- d. to deem the agreement in question fully or partially dissolved,

insofar as not performed, by sending a written notification to the Client, without the need for judicial intervention, all this without prejudice to the Contracted Party's rights to compensation for damages due to dissolution;

e. If the Contracted Party makes use of his rights as laid down in this article, the Contracted Party shall never be liable to Client for any damage that may arise therefrom, either directly or indirectly.

Transfer, delivery time and delivery

Article 12

a. Subject to further agreement(s) between the Client and the Contracted Party, the required documents, books, papers, administrative and/or other data, etc. will be delivered by or on behalf of the Client to the Contracted Party, as well as the delivery by the Contracted Party to the Client, in a manner, form and number to be determined by the Contracted Party.

b. If Client fails to comply with the provisions of sub a., regardless of the reason, the Contracted Party shall be entitled to suspend its activities. Any resulting damage, in whatever form and scope, cannot lead to any liability of the Contracted Party.

Lien

Article 13

a. Client and Contracted Party explicitly agree that the Contracted Party shall be entitled to suspend the delivery of goods until Client has fulfilled his obligation to pay outstanding invoices, including any interest and costs owed thereon, as well as his obligation to pay compensation for damages suffered by the Contracted Party within the scope of the legal relationship in question, or has provided security for this, such as an irrevocable bank guarantee, which is considered sufficient in banking circles.

b. The goods referred to in paragraph a. shall in any case include books, documents, records, administrative data and other data carriers which have been created with regard to the execution of the assignment.

Force majeure

Article 14

a. In case of strike, theft, government measures, fire, computer defects, epidemics, loss of data, war, water damage and all other circumstances which may or may not temporarily prevent performance of the contract, the Contracted Party shall be entitled either to rescind the contract by registered letter or bailiff's writ, or to add the duration of the force majeure to the delivery period.

b. In the event of a situation of force majeure, the Contracted Party is obliged to notify the Client immediately.

c. The Client is liable for any damage caused by the damage or destruction of documents or records of third parties which the Contracted Party holds in custody for the Client.

d. In the event of a situation of force majeure lasting longer than one month, the Client Party will be entitled to terminate the agreement. This notice of termination must be given by registered letter or bailiff's writ and must be received by the Contracted Party before the situation of force majeure ends.

e. The above-mentioned dissolution does not release the Client from his obligation to fulfil the provisions of Article 19. The costs that fall between the date of the last invoice and the date of dissolution will be at the expense of the Client. In the event of dissolution, the Client cannot claim compensation.

f. Upon termination of the force majeure, the Contracted Party shall notify the Client as soon as possible, whereupon the

Contracted Party shall resume execution of the assignment.

General provisions of a financial nature

Article 15

- a. If the parties have not agreed otherwise in writing, the Contracted Party's fee shall be determined on the basis of an hourly rate.
 - b. At Client's request, the Contracted Party will provide an estimate in advance of the costs for the work to be performed by him and/or his staff, either for a particular assignment or per calendar year.
- or financial year.

Declaration

Article 16

Unless otherwise agreed, the invoice must be itemised in such a way that the Client has sufficient insight into the composition of the components that together make up the invoiced amount.

Complaints

Article 17

- Complaints must be made in writing, ex Article 8(e), within 14 days of each
- The complaint must be submitted to the Contracted Party within 14 days of delivery or - if the defect or defects relate to one or more items discovered later - within 14 days of such discovery. The complaint must include a (reasoned) description of the grievances, or the defects found.
- b. The Contracted Party shall inform the Client within 21 days of the date of receipt of the complaint whether and, if so, how the complaint will be dealt with.
 - c. Complaints about deliveries made and/or services/operations performed by the Contracted Party and about the work carried out in this connection will explicitly not give the Client the authority to suspend the obligation to pay outstanding invoices.
 - d. Complaints about invoices sent by the Contracted Party to the Client must be made in writing, pursuant to Article 8, paragraph e. within 14 days of the date of dispatch stated on the invoice.
- All rights to submit claims in respect of fee statements will lapse if the term referred to in this paragraph is exceeded, unless the Client was unable to take cognisance of the content of the fee statement within the aforesaid period due to force majeure to be stipulated and demonstrated by the Client. In the latter case, the period shall start on the day of acquaintance.

Intellectual property

Article 18

All intellectual property rights relating to computer programmes, system designs, working methods, research methods, reports, etc. originating from or used by the Contracted Party shall become and remain the explicit and exclusive property of the Contracted Party, both during and after the execution of the assignment, all this irrespective of the Client's own share or the share of any third party/parties engaged in the creation of the aforementioned programmes, designs, working methods, etc. The exercise of these rights is exclusively and explicitly reserved for the Contracted Party, both during and after the execution of the assignment.

Payment

Article 19

- a. The invoice must be paid within 14 days after the date of the invoice, after which the Client will be in default by operation of law.

- b. After expiry of the term referred to in paragraph a, the Client shall owe an interest payment of 2% per month until the day of full payment, whereby part of the month shall be regarded as a whole month. The costs of (every) written reminder by the Contracted Party to the Client in this regard will be charged to the Client and will amount to at least €35.00 ex VAT.

- c. At the end of the period referred to in paragraph a, the Client will also owe the Contracted Party all costs reasonably incurred to obtain extrajudicial payment of the invoice, which costs will amount to at least 15% of the Client sum, plus VAT, with a minimum of €150.00, whereby it applies that this provision is not subject to judicial moderation and without the Contracted Party being obliged to demonstrate whether he has actually incurred the costs in question. Furthermore, the Client will in that case owe the Contracted Party all legal costs incurred by the Contracted Party. If the Contracted Party engages third parties for judicial or extrajudicial work, the Client will also owe the Contracted Party all costs directly or indirectly incurred by those third parties in connection with extrajudicial work.

- d. If, following a request to make an advance payment or to provide security, a proper response to this request is not forthcoming, the Contracted Party will be entitled to dissolve the agreement in writing by registered letter or letter with acknowledgement of receipt, or by telefax with dispatch and/or acknowledgement of receipt, or by email with confirmation of reading by the Client, with effect from twice twenty-four hours after the date of dispatch, all this without prejudice to the right of the Contracted Party to payment for the work already delivered and to the damages to which it is entitled on account of the dissolution.

- e. Without prejudice to any notification by the Client when making his payment and without prejudice to the method of administrative processing of the payment. If the Client has not paid the amounts owed by the Client, payments made by the Client will always and exclusively be considered as a deduction of the amounts owed to the Contracted Party, in the following manner. First of all, each payment will be applied to reduce the costs and interest owed by the Client, and subsequently, payments will be applied to reduce the oldest outstanding invoices from the Contracted Party and then the final interest rate.

Disputes

Article 20

- a. Dutch law shall apply to all agreements between the Client and Contracted Party to which these General Terms and Conditions apply.
- b. All disputes relating to agreements between the Client and the Contracted Party, to which these conditions apply, shall be settled by the competent court in the district in which the Contracted Party is domiciled, barring legal exclusion.
- c. The Contracted Party shall be entitled to make interim adjustments to these terms and conditions. The Client will be notified of the adjustment in writing. If the Client does not object in writing within 14 days after the date of dispatch of this adjustment, the adjustment is binding between the parties. The Contracted Party reserves all rights in the event that the Client does not accept the adjustment.