

General Terms and Conditions Wesselman Accountants | Advisors - version May 2023

A. General

- In these general terms and conditions, the following definitions shall apply:
Client: the natural or legal person who has commissioned the Contractor to perform work, as well as the natural or legal persons affiliated with them.
Contractor: the partnership Wesselman Accountants | Advisors and/or the private limited company Wesselman Accounting | Outsourcing B.V.
Work: all work commissioned or arising from, or directly related to, the order, performed or to be performed, all in the broadest sense of the word, but in any event the work as stated in the order confirmation.
Documents: all items made available to the Contractor by the Client, including documents or data carriers, as well as all items produced by the Contractor in the context of the execution of the order, including documents or data carriers, whether or not lodged with third parties.
Agreement: any agreement between the Client and the Contractor to perform work on behalf of the Client in accordance with the provisions of the order confirmation.
- Sections 7:404 and 7:407 (2) of the Dutch Civil Code do not apply to the agreements between the Client and the Contractor.
- All clauses in these general terms and conditions are also made for the benefit of the Contractor's employees.
- These general terms and conditions also apply to the (legal) persons for whose benefit the Client's activities also extend.

B. Applicability

- The general terms and conditions apply to all legal relationships involving the Contractor. Any general terms and conditions of the Client shall not apply. Their applicability is explicitly rejected by the Contractor.
- Deviations from these general terms and conditions are only valid if and insofar as they have been agreed in writing between the Client and the Contractor.
- If any provision of these general terms and conditions is null and void or annulled, the remaining general provisions shall remain in force.
- In case these general terms and conditions and the order confirmation contain mutually contradictory terms, the terms contained in the order confirmation shall apply as far as the contradiction is concerned.
- The Client with whom an Agreement has once been concluded under these general terms and conditions, accepts the applicability of these terms and conditions to all subsequent offers from the Contractor and Agreements between the Client and the Contractor.

C. Commencement and duration of the agreement

- Any Agreement shall first come into existence and commence at the moment the order confirmation, signed by the Client, is received back by the Contractor. The parties are free to prove that an Agreement was concluded by other means.
- Each Agreement is entered into for an indefinite period, unless it follows from the nature or scope of the assignment that it is entered into for a definite period.
- The Contractor and the Client will consult about amending an Agreement if there are unforeseen circumstances, which mean that, according to standards of reasonableness and fairness, unchanged maintenance of the Agreement cannot be required.

D. Client data

- The Client is obliged to make all information and documents, which the Contractor believes it needs for the proper performance of the Agreement, available to the Contracted Party in good time, in the desired form and in the desired manner. This also includes the documents that the Contractor needs, to establish the Client's identity. Client must provide the data required to establish its identity to the Contractor prior to the performance of the Agreement.
- The Contractor shall be entitled to suspend the performance of the Agreement until the Client has fulfilled the obligations mentioned under paragraph D.1.
- The Client is obliged to inform the Contractor without delay, of facts and circumstances that may be relevant in connection with the performance of the Agreement.
- The Client guarantees the accuracy, completeness and reliability of the data and documents made available to the Contractor by it or on its behalf, even if they originate from third parties. The Contractor shall not be liable for damage, of whatever nature, resulting from the incorrectness and/or incompleteness of the data provided to the Contractor.
- The additional costs and additional fees resulting from the delay in the performance of the Agreement caused by the failure to provide the requested data, or the failure to do so on time or in the proper manner, shall be borne by the Client.
- The Contractor is obliged to ensure careful storage of the documents originating from the Client. If, and to the extent it is requested by the Client, the Client's original documents, subject to the provisions under paragraph O., will be returned to the Contractor after performance of the Work of the relevant Agreement.
- To the extent that the documents contain personal data, the Contractor will process such personal data in accordance with the obligations arising from the General Data Protection Regulation (GDPR). The Processor Agreement included in Annex A between the Client and the Contractor shall apply, whereby the Contractor is a processor within the meaning of the GDPR.

E. Assignment execution

- The Contractor determines the manner in which, and the persons by whom, the Agreement will be executed.
- The Contractor is entitled to adjust the manner of performance of the Agreement in the interim, if there is a situation in which unchanged maintenance cannot be expected. This could include but is not limited to government measures taken (during a pandemic, for example) or any other unforeseen (emergency) situations that may arise.
- The Contractor has the right, without prior notice to, or written permission from the Client, to have certain work under the Agreement performed by a person or third party to be appointed by the Contractor. The costs of this person or third party to be appointed shall be borne by the Client.
- The Client authorises the Contractor to accept limitations of liability of third parties engaged by the Contractor on behalf of the Client.
- The Contractor shall perform the Work to the best of its ability and as a diligent professional. However, the Contractor cannot guarantee the achievement of any intended result.
- The Contractor will perform the Agreement in accordance with the rules of conduct and professional rules applicable to it, which are part of the Agreement and furthermore, in accordance with what is required of it by law. A copy of the rules of conduct and professional rules applicable to the Contractor will be sent to the Client on request. The Client will respect the obligations arising from these rules of conduct and professional rules for the Contractor and those working at or for the Contractor.
- Any deadlines stipulated in the Agreement within which the Work must be performed are, if not otherwise agreed in writing, only approximate timelines. Exceeding such a deadline shall not constitute an attributable breach by the Contractor and shall not constitute grounds for termination of the Agreement.
- The Work performed in execution of an Agreement is not aimed at detecting fraud, unless expressly agreed in writing. Nevertheless, if there are indications of fraud, the Contractor will report this to the Client. In doing so, the Contractor is bound by the applicable laws and regulations and the fraud guidelines issued by the professional organisations.
- If during the term of the Agreement, activities have been or are being performed, for the benefit of the Client that do not fall under the activities to which the Agreement relates, including activities of the private company Wesselman Registeraccountants B.V. and/or the private company Wesselman Consultancy B.V. and/or the private company Wesselman | Pensionsadviseurs B.V., these activities

shall be deemed to have been performed on the basis of a separate agreement, to which the general terms and conditions applicable thereto shall apply.

F. Confidentiality

- The Contractor is obliged to maintain confidentiality with regards to third parties who are not involved in the performance of the Agreement. This confidentiality concerns all information of a confidential nature made available to it by the Client and the results obtained by processing such information. This confidentiality does not apply to the extent that statutory or professional rules, including but not limited to the duty to report arising from the International Tax Assistance Act and the Money Laundering and Terrorist Financing (Prevention) Act and other national and international regulations of similar purport, impose a duty to disclose on the Contractor, or to the extent that the Client has released the Contractor from the duty of confidentiality.
This provision shall not apply to confidential collegial consultations or performance of internal quality reviews within the Contractor's organisation or on account of external quality reviews by or for professional organisations and regulators from outside the organisation, insofar as the Contractor deems this necessary for careful performance of the Agreement or in order to comply with statutory or professional obligations.
- The Contractor is entitled to use the numerical results obtained after processing, provided those results cannot be traced back to individual Clients, for statistical or comparative purposes.
- With the exception of the provisions under clause F.1., 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, except 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 an offence or crime, it is entitled to disclose documents of the Client to the Tax Inspector or to the court if this is necessary in the context of the defence to be put forward by the Contractor.
- Subject to the Contractor's explicit prior written consent, the Client shall not be permitted to disclose or otherwise make available to third parties the contents of advice, opinions or other statements made by the Contractor, whether or not in writing, except insofar as this arises directly from the Agreement or if this is done to obtain an expert opinion regarding the work carried out by the Contractor in question, or if the Client has a statutory or professional obligation to disclose, such as arising from the International Tax Assistance Act and the Money Laundering and Terrorist Financing (Prevention) Act, or if the Client acts on its own behalf in disciplinary, civil or criminal proceedings.
- If the prohibition set out under clause F.4. is breached, the Contractor shall impose a €25,000 penalty payable immediately by the Client, without prejudice to the Contractor's right to demand compliance with the Agreement and/or full compensation.

G. Intellectual property

- The intellectual property rights to everything the Contractor uses and/or makes available in the context of the performance of the Agreement are vested in the Contractor or its licensors. Nothing in the Agreement or these terms and conditions serves to transfer intellectual property rights, unless otherwise agreed in writing.
- The Client is not permitted to provide, reproduce, disclose or exploit to third parties that which is the subject of the Contractor's intellectual property rights, including computer programmes, system designs, working methods, advice, (model) contracts and other intellectual products, all in the broadest sense of the word.
- If the provisions set out in this article are breached, the Client shall owe the Contractor an immediately payable penalty of €25,000.00, without prejudice to the Contractor's right to claim full compensation and/or performance of the agreement.

H. Force majeure

- If the Contractor cannot fulfil its obligations under the Agreement, or cannot fulfil them on time or properly, and if this is not due to its fault, nor for its account by virtue of the law or generally accepted practice, including but not limited to illness of employees, breakdowns of the computer network, strikes government measures, fire, floods, acts of war and other stagnation in the normal course of business, including, for example, as a result of a pandemic, those obligations shall be suspended until the Contractor is able to fulfil them in the agreed manner, without the Contractor being in default and without being liable for any compensation.
- If partial performance has already taken place, dissolution can only relate to the future and the Contractor shall owe a price proportional to the part of the Agreement already performed.
- The Client has the right, if the situation referred to in the first paragraph (H.1.) of this article lasts for more than one month, to terminate the Agreement immediately, without the right to claim any compensation in respect of the termination.

I. Fee

- All fees and prices of the Contractor are net, exclusive of costs, disbursements and turnover tax. Any advance payments will, in principle, be settled with the final invoice.
- The Contractor's rates and prices, also taking into account indexation, may be revised annually.
- If, in the period between the date of acceptance of the order and execution of the agreement, the circumstances that served as a basis for the rates and price calculations have undergone significant changes, the Contractor shall be entitled to increase the rates and price accordingly in the interim, with due observance of any statutory regulations that may exist in this respect.
- The Contractor's fee does not depend on the result of the work performed. The fee may consist of a predetermined amount per agreement or may be calculated on the basis of rates per unit of time of at least 15 minutes worked by the Contractor. If a fixed amount per agreement has been agreed, the Contractor shall be entitled to charge a rate per unit of time worked, if and insofar as the work exceeds the work provided for in the Agreement, which rate shall also be payable by the Client, unless the parties have agreed otherwise in writing. If and insofar as applicable, the parties may agree on a success fee.
- The Client shall, whenever the Contractor so requests, be obliged to pay to the Contractor an advance payment to be reasonably determined by the Contractor.
- Whenever a reasonable advance payment has been requested by the Contractor, the Contractor shall be entitled to suspend the performance of the work until the Client has paid the advance payment to the Contractor or has provided sufficient security therefor.
- The Contractor's fee, and advances to, and invoices from, third parties required, including any turnover tax due, shall be charged at least once a month.
- The recorded hours from the Contractor's timekeeping system shall constitute compelling evidence of the hours worked by the Contractor on behalf of the Client, subject to evidence to the contrary from the Client.

J. Payment

- All costs of payment, including foreign exchange and bank charges, shall be borne by the Customer.
- Payment of the amount invoiced to the Client must be made within 14 days of the invoice date, in euros, by transfer to a bank account to be designated by the Contractor, without any right to discount, off-sett and suspend.
- If the Client has not paid within the aforementioned term of 14 days, or a term agreed upon in writing between the parties in deviation thereof, it shall immediately be in default by operation of law at the expiry of that term without any further summons or notice of default being required. From the moment of default, the Client owes default interest on the invoiced amount of 1% per month, or the statutory interest if this is higher, until the day of payment in full, all this without prejudice to the Contractor's further rights.
- All costs incurred as a result of extrajudicial collection of the claim shall be borne by the Client. The extrajudicial costs are set at the actual costs or at least 15% of the amount due, with a minimum of € 250. The mere engagement of (a) third party (parties) by the Contractor for this purpose shall render the collection costs due.
- Payments made by the Customer shall first serve to settle costs, then interest and then the oldest debts, even if the Customer has given another title to its payment.

Nu telt voor later.

Postadres

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6. In the case of a jointly awarded order, to the extent that the work was performed on behalf of the joint Clients, irrespective of the division, the Clients are each jointly and severally liable for the full payment of the invoices.
 7. The Contractor reserves the right at all times to require (additional) security for timely payment -in view of both work already performed and work yet to be performed. Without prejudice to its other rights, the Contractor shall be entitled to suspend its obligations or not to start work as long as the Client has not provided the requested or sufficient security for payment.
 8. In the event of liquidation, bankruptcy, suspension of payments or any other insolvency proceedings, including the application of the WHOA (in respect of) the Client, the claims against the Client shall become immediately due and payable.
- K. Complaints**
1. Complaints about the work performed and/or invoices must be reported in writing by the Client to the Contractor within 5 working days of discovery, but at the latest within 14 days of completion of the work in question, failing which, the Client's rights in this respect will have lapsed.
 2. If a complaint is justified, the Contractor will still perform the work as agreed, unless, in the meantime, this has become irrefutably futile. The latter must be made known by the Client in writing.
 3. A complaint does not suspend the Client's payment obligation unless the Contractor has indicated that it considers the complaint to be justified.
 4. In the event of a justified complaint, the Contractor shall have the choice between adjusting the fee charged, correcting or redoing the rejected work or discontinuing all or part of the Engagement against a proportional refund of the fee already paid by the Client.
- L. Liability**
1. The Contractor shall only be liable for damage that is the direct result of an attributable failure in the performance of the Agreement.
 2. Except for intentional or gross negligence on the part of the Contractor, it is in any case not liable for:
 - Damage to the Client or third parties, if the damage results from the provision of incorrect, incomplete or untimely documents, data or information by the Client to the Contractor, or otherwise results from acts or omissions by the Client, including the situation in which the Contractor is unable to file the annual accounts with the Chamber of Commerce within the statutory deadline as a result of acts or omissions on the part of the Client;
 - Damage incurred by the Client or third parties resulting from acts or omissions of auxiliary persons engaged by the Contractor (not including employees of the Contractor), even if they are employed by an organisation affiliated with the Contractor;
 - Operational, indirect or consequential damage suffered by the Customer or third parties, including stagnation in the usual course of business in the Customer's company.
 - Damage resulting from errors in used computer software or cloud applications, unless and insofar as the supplier of said software or applications accepts liability and the damage can be recovered from them.
 3. The Contractor's liability shall at all times be limited to the amount paid out by the professional liability insurer in that case, including the amount of the Contractor's excess. If the professional liability insurer does not pay out, then the liability of the Client is limited to a one time the fee charged for the assignment or partial assignment in question. If the professional liability insurer does not pay out and the liability ensues from an Agreement with a duration of more than one year, the liability is limited to a maximum of a once-off fee that can be attributed to the relevant part of the work carried out by the Contractor for the Client during one year prior to the occurrence of the damage. In all cases where the professional liability insurer does not pay out, liability is limited to an amount of €100,000.
 4. The Contractor shall at all times have the right, if and to the extent possible, to undo or limit the Client's damage by repairing or improving the defect. If the Contractor is not enabled to undo or limit the damage, the right to compensation shall lapse.
 5. The Contractor is not liable for damage or destruction of documents during transport or during mailing, regardless of whether the transport or mailing is done by or on behalf of the Client, the Contractor or third parties.
 6. During the performance of the assignment, the Client and the Contractor may communicate with each other by electronic means and/or make use of electronic storage, such as cloud applications. Unless otherwise agreed in writing, the parties may assume that sending correctly addressed faxes, e-mails and voice-mail messages, regardless of whether they contain confidential information or documents relating to the assignment, will be mutually accepted. The same applies to other means of communication used and accepted by the parties.
 7. The Client and the Contractor are not liable to each other for damage resulting from the use of these means (as described in paragraph L.6.), including damage resulting from non-delivery or delayed delivery of electronic communication by third parties or by software/equipment used to send, receive or process electronic communication, transmission of viruses and non-functioning or incorrect functioning of the communication network or other means required for electronic communication, except insofar as such damage is the result of intentional or gross negligence. The Client and the Contractor shall do or omit to do all that may reasonably be expected of them to prevent the aforementioned risks. Barring evidence to the contrary by the recipient, the data extract from the sender's computer systems will constitute conclusive evidence of the electronic communication sent.
 8. The Contractor accepts no liability for any loss arising from or in connection with the electronic transmission of financial statements and their digital filing with the Chamber of Commerce.
 9. The Client shall indemnify the Contractor against all claims by third parties, including shareholders, directors, supervisory directors and staff of 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 performance of the Agreement. In particular, the Client shall indemnify the Contractor against third-party claims for damage caused by the fact that the Client supplied the Contractor with incorrect or incomplete information, unless the Client proves that the damage is not related to culpable acts or omissions on its part or was caused by intent or gross negligence on the part of the Contractor. This provision does not apply to assignments to audit annual accounts as referred to in Article 2:393 of the Dutch Civil Code.
 10. The Client shall indemnify the Contractor against all possible third-party claims if the Contractor is forced by law or its professional rules to return the order or is forced to cooperate with government agencies, which are entitled to receive, solicited or unsolicited, information which the Contractor has received from the Client or third parties in the performance of the agreement.
 11. All restrictions regarding the liability of the Counterparty contained in this article shall apply in full to the actual performer(s) carrying out work for the Client. Actual performers may also invoke these provisions against the Client.
- M. Due date**
- In so far as it is not otherwise provided for in these general terms and conditions, rights of action and other powers of the Client on whatever account with regards to the Contractor in connection with the performance of work by the Contractor shall lapse in any event one year after the time at which the Client became aware or could reasonably have become aware of the existence of these rights and powers. This period does not apply to the possibility of filing a (disciplinary) complaint with the designated complaint handling body or bodies.
- N. Termination**
1. The Client and the Contractor may terminate the agreement at any time with immediate effect by giving notice, unless different arrangements have been made in the order confirmation or service level agreement. If the agreement ends before the assignment has been completed, the provisions of Article 1.4 shall apply and in any case the fee for the work performed and the costs incurred by the Contractor must be reimbursed.
 2. Notice of termination must be given to the other party in writing.
3. If and to the extent that the Contractor terminates the Agreement by Termination, it shall be obliged to inform the Client of the reasons underlying the termination and to do all that the circumstances demand in the interest of the Client.
 4. If, after termination of the agreement by the Client, the Contractor still receives a request from the Client or third parties engaged by the Client to perform certain (exit) activities, including supplying or explaining the Client's (file) data, the Contractor is entitled to charge the Client for these activities at the fee referred to in paragraph 1.4.
- O. Suspension right**
- The Contractor shall be entitled to suspend the performance of all its obligations, including the surrender 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.
- P. Other**
1. In the event that the Contractor performs work at the Client's location, the Client shall provide a suitable workplace that meets the statutory working conditions standards and other applicable regulations pertaining to working conditions. The Client must ensure that the Contracted Party is provided with office space and other facilities which the Contracted Party deems necessary or useful for the fulfilment of the Agreement and which meet all (statutory) requirements in this respect. With regard to (computer) facilities made available, the Client is obliged to ensure continuity, inter alia by means of back-ups, security and virus control procedures.
 2. The Client shall not hire or approach any employees of the Contractor involved in the performance of the work to join the Client, whether temporarily or not, directly or indirectly, or to perform work directly or indirectly on behalf of the Client, whether as an employee or not, during the term of the Agreement or any extension thereof and for 12 months after its expiry.
- Q. Applicable law and choice of forum**
1. All agreements between the Client and the Contractor to which these general terms and conditions apply and the general terms and conditions themselves are governed by Dutch law.
 2. All disputes relating to agreements between Client and Contractor to which these terms and conditions apply shall be settled exclusively by the District Court of East Brabant.
 3. Notwithstanding the above, parties may opt for another method of dispute resolution, including the process of disciplinary proceedings.
 4. The version of these General Terms drawn up in the Dutch language shall prevail over General Terms drawn up in English, German or any other language.
 5. The latest published version of the general terms and conditions shall always apply. The Contractor shall be entitled to amend the General Terms and Conditions. Publication of the general terms and conditions takes place on the Contractor's website. Amended general terms and conditions will apply to the Client as of 30 days after it has been notified electronically or otherwise, unless the Client gives notice in writing within that period to object to the amendment. In that case, the unchanged general terms and conditions shall continue to apply between the parties until the Agreement is terminated.