



General Terms and Conditions

A. General

The following terms and definitions are used in these general terms and conditions:

1. *the Client*: the natural person or legal entity who mandates the Commissionee to perform Work, including companies and enterprises affiliated with Client for which Commissionee essentially performs Work at the request of or in the interest of Client.
2. *the Commissionee*: the (accountancy/consulting) firm that enters into the Agreement and applies these general terms and conditions. All Agreements are concluded with the Commissionee, exclude Articles 7:404 and 7:407 paragraph 2 Netherlands Civil Code, and are solely performed by the Commissionee. This shall also be the case if it is the explicit or implicit intention of the Client that the Work be performed by a particular person or persons.
3. *Work*: all Work for which a mandate is given or that the Commissionee performs on any other basis. The above shall apply in the broadest sense of the word and shall in any case encompass the Work specified in the confirmation of the mandate.
4. *Documents*: all property that the Client places at the Commissionee's disposal, including records and data carriers, as well as all property including records and data carriers prepared by the Commissionee in the context of the performance of the mandate.
5. *Agreement*: any arrangement between Client and Commissionee for the performance of Work by Commissionee on Client's behalf, in accordance with the provisions set out in the confirmation of the mandate.

B. Applicability

1. These general terms and conditions shall apply to all offers, tenders, mandates, legal relationships and Agreements however called where the Commissionee shall undertake to perform Work for the Client as well as to all Work, of any kind, arising from it for the Commissionee.
2. Not just Commissionee, but also all persons – both those that are affiliated to Commissionee in any way and third parties – who have been engaged in the performance of any mandate of a Client, can appeal to these general terms and conditions.
3. Stipulations varying from and adding to these general terms and conditions shall only apply if they shall be expressly agreed in writing, for example in a (written) Agreement or confirmation of the mandate.
4. Should these general terms and conditions and the confirmation of the mandate contain reciprocally contradictory conditions then the conditions set down in the confirmation of the mandate shall apply.
5. Any applicability of the Client's general terms and conditions is expressly rejected by the Commissionee.
6. The Client with whom an Agreement has been entered into once under these general terms and conditions, accepts the applicability of these general terms and conditions to all later tenders of Client and to Agreements between Client and Commissionee.
7. If one or more stipulations from these general terms and conditions shall be or become null and void, the other stipulations of these general terms and conditions remain fully applicable. If any stipulation of these general terms and conditions or of the Agreement not be legally valid, Client and Commissionee shall negotiate about the content of a new stipulation, which shall be as close as possible to the content of the original stipulation.

C. Commencement and duration of the Agreement

1. Each Agreement shall not come into force until, and shall only commence at the time that, the Commissionee receives back from the Client the signed confirmation of the mandate or in case the Work has actually been carried out. The confirmation is based on the information provided by the Client to the Commissionee at that time. The confirmation shall be deemed to represent the Agreement accurately and completely.
2. The parties shall be free to prove the formation of the Agreement by other means.
3. Each Agreement shall be entered into for an indefinite period, unless it shall follow from the nature, content or purpose of the awarded mandate that it is being entered into for a specific period.

D. Information from the Client

1. The Client shall be obliged to provide the Commissionee with all information and Documents in the desired form and in the desired way that the latter in its opinion needs to properly perform the Agreement. This should also include the Documents that Commissionee claims to need in the context of establishing the identity of Client. Client should provide to Commissionee the necessary details for establishing his identity prior to performance of the Agreement.
2. The Commissionee shall be entitled to suspend performance of the Agreement until such time as the Client shall have complied with the obligation set out in the previous paragraph.
3. The Client shall be obliged to inform the Commissionee without delay of any facts or circumstances that could be significant in the context of the performance of the Agreement.
4. The Client shall warrant the accuracy, completeness and reliability of the information and Documents provided to the Commissionee by him or on his behalf, even if they originate from third parties, as well as for the legitimacy of the provision of the documents to the Commissionee. Commissionee shall not be held liable for any damage resulting from incorrect and/or incomplete details being provided to Commissionee by Client, nor for the provision of the details as such to Commissionee.
5. Any additional costs or additional fees arising from a delay in the performance of the Agreement that itself results from the failure to provide the requested information in time or at all or adequately shall be for the Client's account.
6. If and in so far as the Client shall so request, then subject to the provisions set out under O the Documents provided shall be returned to him. Client shall bear the cost of returning documents.
7. If and in so far as the documents provided to Commissionee by Client (partially) consist of personal data, Commissionee can be qualified as processor with respect to the processing of that personal data (if Client is responsible) or as sub-processor (if Client is processor itself). Commissionee will only process the personal data in that capacity and only within the framework of the performance of the Agreement.
8. Commissionee shall take technical and organisational measures in order to secure the personal data against loss or against any form of fraudulent processing. These measures shall be suitable, taking into account the state of the art and the costs involved and will in part be aimed at preventing unnecessary collections and further processing of personal data.
9. As soon as a security breach occurs as intended in article 34a Dutch Personal Data Protection Act (Wet bescherming persoonsgegevens, WBP), concerning the personal data sent by Client, which must be reported to the Authority and/or those involved on the basis of the WBP, Commissionee shall inform Client about this as soon as possible after discovery, without prejudice to Commissionee's obligation to use its best efforts in that case and take its own measures in order to negate the negative consequences arising from the breach as much as possible and to limit further negative consequences as much as possible.
10. Commissionee maintains a detailed log of all incidents as intended in the previous paragraph, as well as the measures that are taken following such incidents, and will allow inspection of it upon first request from Client.

E. Performance of the Agreement

1. The Commissionee shall determine the way in which and the person(s) who shall perform the Agreement. To the extent possible, the Commissionee shall take into account timely and responsible instructions issued by the Client regarding the performance of the Agreement.
2. The Commissionee shall perform the Work to the best of its ability and as a professional acting with due care would. However, the Commissionee cannot warrant that any desired result will be achieved.

3. Should the Commissionee deem this desirable then it shall be entitled to have certain Work performed by a person or third party nominated by the Commissionee, without notifying or obtaining the express consent of the Client. Within that framework Commissionee shall be entitled to send (personal) data from Client relevant to this Work to this third party. The enlisted third party shall as far as personal data protection laws are concerned be deemed to be (sub) sub-processor. Commissionee guarantees that the obligations that are imposed on Commissionee under the agreement are also imposed on this third party. The cost of this person or third party could be charged to Client.
4. The Commissionee shall perform the Agreement in line with the relevant rules of conduct and professional rules, which rules shall constitute part of the Agreement, and with that required of it by law. A copy of the rules of conduct and professional rules that apply to the Commissionee shall be sent to the Client upon request. The Client shall respect the obligations that follow from these rules of conduct and professional rules for the Commissionee and for the parties employed by or working for the Commissionee respectively.
5. If during the duration of the Agreement Work is performed for the Client's business or company that is not covered by the Work to which the Agreement relates then this Work shall be deemed to have been performed on the basis of separate Agreements.
6. Any deadlines set down in the Agreement by which the Work must have been performed shall be deemed to be merely approximate and not strict deadlines. Accordingly, the exceeding of such a deadline shall not constitute an attributable breach on the part of the Commissionee and consequently shall not be grounds for the termination of the Agreement. Deadlines by which the Work should have been completed shall only be deemed to be strict deadlines if this shall be expressly agreed in so many words between the Client and the Commissionee.
7. Unless expressly stated otherwise in writing, the performance of the Agreement shall refrain from specifically focussing on the uncovering of fraud. Should the Work uncover indications of fraud then the Commissionee shall inform the Client accordingly. In this respect, the Commissionee must comply with the relevant legislation and regulations and with the relevant rules and guidelines issued by the various professional organisations.

F. Confidentiality and exclusivity

1. The Commissionee shall be obliged to maintain confidentiality vis-à-vis third parties that are not involved in the performance of the Agreement. This confidentiality relates to all information of a confidential nature that the Client provides it with, included among which all personal data, and to the results achieved from processing it. This confidentiality shall not apply if and in so far as statutory regulations or professional rules, these including but not limited to the duty to report under the Act to prevent money laundering and the financing of terrorism and other national or international regulations with a similar purpose, shall impose a duty of disclosure on the Commissionee or in so far as the Client shall have released the Commissionee from the latter's duty of confidentiality. This provision shall not prevent confidential consultations with colleagues within the Commissionee's organisation either, or otherwise with third parties engaged by Commissionee, in so far as the Commissionee shall deem this necessary for a prudent performance of the Agreement or of statutory or professional obligations.
2. The Commissionee shall be entitled to use for statistical or comparative purposes the results in figures obtained from processing, provided that these results cannot be traced back to individual clients.
3. The Commissionee shall not be entitled to deploy the information that the Client provides it with for a purpose other than that for which it was obtained, with the exception of the provisions of paragraph 2, and in the case that the Commissionee appears on its own behalf in disciplinary, civil, administrative or criminal proceedings where these Documents could be of importance. Should the Commissionee be accused of having perpetrated an offence or a crime or to have taken part in it, he shall be entitled to disclose the Client's Documents to the inspector of taxes or the judge should such disclosure be necessary in the context of conducting the Commissionee's defence.
4. Except with the express and prior written consent of the Commissionee, the Client shall not be permitted to disclose or otherwise make available to third parties the content of advice, opinions or other statements made in writing or otherwise by the Commissionee, excepting in so far as this shall follow directly from the Agreement or shall be done to obtain an expert opinion on particular Work of the Commissionee, or should the Client be subject to a statutory or professional obligation to disclose or should the Client be appearing on his own behalf in disciplinary, civil, administrative or criminal proceedings.
5. In case of violation of the ban in the previous paragraph Client shall owe to Commissionee an immediately payable fine which is not open to judicial mitigation, to the amount of € 25,000 without prejudice to the Commissionee's right to claim compensation.

G. Intellectual property

1. The Commissionee shall retain all rights in respect of the products of the mind that it uses or has used in the context of the performance of the Agreement with the Client, in so far as rights in a legal sense may exist or be established in respect of these products.
2. The Client shall be expressly prohibited from providing to third parties or duplicating or disclosing or utilising, including with the deployment of third parties, these products, these products including but not being limited to computer programmes, system designs, procedures, a device, (model)contracts and other products of the mind, except and to the extent that this has been agreed or it results from the nature of the Agreement that this is allowed.
3. The Client shall not be permitted to provide these products or related auxiliary materials to third parties other than for the purposes of obtaining an expert opinion on the Commissionee's Work. In that case, the Client shall impose his obligations under this Article on the third parties he brings in.
4. In case of violation of the bans in paragraph 2 and/or 3 Client shall owe to Commissionee an immediately payable fine which is not open to judicial mitigation, to the amount of € 25,000 without prejudice to the Commissionee's right to claim compensation.

H. Force majeure

1. Should the Commissionee fail to perform its obligations under the Agreement at all or in time or adequately for a reason that is not its fault, this to include but not be limited to employees being ill, faults in the computer network and other delays in the normal course of events in its company then these obligations shall be suspended until such time as the Commissionee shall be able to perform them in the agreed way after all.
2. In the situation referred to in the first paragraph, the Client shall be entitled to terminate the Agreement in whole or part and with immediate effect, without there being any entitlement to any compensation.
3. Insofar as, at the moment of the force majeure, Commissionee has fulfilled his obligations under the Agreement or shall be able to fulfil these, Commissionee shall be entitled to invoice the already finished and yet to finish parts separately. Client shall be held to paying this invoice as if it was a separate Agreement.

I. Fees

1. The Commissionee shall be entitled to suspend the performance of its Work before it commences it or whilst it is performing it until such time as the Client shall pay an advance payment to be determined fairly by the Commissionee for the Work to be performed or shall have provided security for it. In principle, an advance payment paid by the Client shall be set off against the final invoice.
2. The Commissionee's fee shall not depend on the result of the Work performed.
3. The Commissionee's fee may consist of a preset amount per Agreement and/or may be calculated based on tariffs for each unit of time worked by the Commissionee and shall be owed pro rata to the performance of the Commissionee's Work for the Client.
4. Should a fixed amount be set per Agreement then the Commissionee shall be entitled to charge a tariff per unit of time in excess of this, if and in so far as the Work shall exceed the Work provided for in the Agreement, which sum the Client shall then owe too.

5. Should wages and/or prices change after the Agreement has been formed yet before the mandate has been performed in its entirety then the Commissionee shall be entitled to amend the agreed tariff accordingly, unless the Client and the Commissionee have made other arrangements in this respect.
6. The Commissionee's fee, if necessary supplemented by advance payments and invoices from deployed third parties, and including any turnover tax owed, shall be charged to the Client or one or more affiliated companies or enterprises that Commissionee deems suitable per month, per quarter, per year or after completion of the Work.

J. Payment

1. The Client must pay the invoice amount by the agreed deadlines but in any case no later than thirty days after the invoice date, in Euro, at the offices of the Commissionee or by means of payments in favour of a bank account to be designated by the latter and, insofar as the payment relates to Work, without any entitlement to a discount or setoff. Commissionee shall be free to use a different (shorter) payment term at any time, or to shorten the payment term of an invoice that was already sent.
2. Should the Client fail to pay by the deadlines set out in paragraph 1 or by a further agreed deadline then he shall be in default by operation of law, and without any further demand or notice of default being required the Commissionee shall be entitled to charge the Client the statutory (commercial) interest rate on the invoiced amount from the due date until the date of full payment, the above without prejudice to the further rights of the Commissionee.
3. All costs that arise by virtue of judicial or extrajudicial collection of the amount owed shall be for the Client's account, including insofar as these costs shall exceed the judicial order for costs. Here it concerns at least the costs on the principal sum in accordance with the Decision for compensation of extrajudicial collection costs of 1 July 2012 (Government Gazette 2012/141), with a minimum of € 375.
4. Commissionee shall be entitled to in first instance apply Client's payments to the costs as intended in paragraph 3, next to the payable interest and finally to the payable principal sums that have been outstanding the longest and current interest.
5. Should the Client's financial situation or payment history give cause to do so in the Commissionee's opinion then the Commissionee shall be entitled to demand that the Client provide (supplementary) security in a form to be stipulated by the Commissionee. Should the Client fail to provide the security demanded then without prejudice to its other rights the Commissionee shall be entitled to immediately suspend the further performance of the Agreement, and all that the Client shall owe the Commissionee for whatever reason shall become due and payable immediately.
6. In case of liquidation, (filing for) bankruptcy, application of statutory debt restructuring scheme, suspension of company activities, suspension of payment, death of Client, any claims on Client shall be payable immediately.
7. In the case of a jointly awarded mandate, then in so far as the Work is to be performed for the joint clients then these clients shall be jointly and severally liable for payment of the invoice amount. In case there is just one Client, but Commissionee performs Work for other companies or enterprises on request of the Client, then all companies and enterprises belonging to the group of Client, shall be jointly and severally liable for paying the invoice amount.

K. Complaints

1. Complaints relating to the Work performed and/or to the invoice amount must be made known to the Commissionee in writing no later than thirty days after the dispatch date of the Documents or information that the Client is complaining about or no later than thirty days after the discovery of the defect, provided that the Client can demonstrate that he could not be reasonably expected to have discovered the defect earlier, under detailed listing of the nature and reason of the complaints.
2. Complaints as referred to in the first paragraph will not suspend the Client's payment obligation, apart from in so far as the Commissionee has made it known that it deems the complaint to be justified.
3. In the case of a complaint made that proves justified, the Commissionee shall have the option of adjusting the fee charged, of improving or completely redoing the rejected Work free of charge or of deciding to refrain from carrying out all or part of the Work against a pro rata refund of the fee already paid by the Client.
4. If the complaint is not instituted in time then all the Client's rights in respect of the complaint will lapse.

L. Liability

1. The Commissionee shall solely be liable vis-à-vis the Client for losses that are the direct result of one or more attributable breaches (including a connected series of such breaches in the performance of the Agreement). This liability shall be limited to the amount to be paid out according to the Commissionee's liability insurer plus any excess to be borne by the Commissionee under the insurance cover. If the liability insurer declines to pay out for whatever reason then the Commissionee's liability will be limited to the fee charged for the performance of the Agreement. If the Agreement is a continuing performance contract with a duration of more than one year then the amount referred to above will be set at three times the amount of the fee charged to Client in the twelve months preceding the inception of the loss. In no case will the total compensation for the loss by virtue of this Article exceed € 300,000 per event, whereby a series of connected events will be deemed to be a single event, unless given the scope of the mandate or the risks associated with the mandate the parties when entering into the Agreement see grounds for departing from this maximum.
2. The Commissionee shall not be liable for:
 - losses incurred by the Client or third parties that are the result of the provision of incorrect or incomplete information by the Client to the Commissionee or that are otherwise the result of the Client's acts or omissions;
 - losses incurred by the Client or third parties that are the result of the acts or omissions of auxiliary persons (this term not including the Commissionee's employees) deployed by the Commissionee, including if they were employed by an organisation affiliated with the Commissionee;
 - trading losses or consequential losses incurred by the Client or third parties, this including but not limited to delays in the normal course of events at the Client's company.
3. A condition for liability is furthermore that Client immediately notifies Commissionee in writing after discovering of a breach and Commissionee shall at all times be entitled to, if and insofar as possible, remedy or limit the Client's loss by rectifying or improving the defective product.
4. The Commissionee shall not be liable for the damaging or destruction of Documents during shipment or mailing, irrespective of whether the shipment or mailing was made by or on behalf of the Client, the Commissionee or third parties. During the performance of the mandate, at the Client's request the Client and the Commissionee may communicate with each other using electronic means. The Client and the Commissionee are not reciprocally liable for any losses occurring at either or both parties that follow from the use of electronic means of communication, this including but not limited to losses arising from failure on the part of a third party or software/equipment used for transmission to deliver electronic communication at all or in time, receipt or processing of electronic communications, transmission of viruses, and failure of the telecommunications network or other tools used for electronic communication to work properly or at all, apart from in so far as the loss shall result from an intentional act or gross negligence. Both the Client and the Commissionee shall do or omit to do all that may be reasonably expected of them in order to prevent the abovementioned risks from occurring. The data extracts from the sender's computer systems shall provide compelling proof of the (content of the) electronic communication transmitted by the sender until such time as the recipient shall furnish proof to the contrary.
5. The Client shall indemnify the Commissionee against all thirdparty claims, including those by shareholders, directors, supervisory board members and staff of the Client or affiliated legal entities, companies and others involved with the Client's organisation that are related directly or indirectly to the performance of the Agreement. The Client shall indemnify the Commissionee in particular against claims by third parties due to losses caused by the fact

that the Client provided the Commissionee with incorrect or incomplete information, unless the Client can demonstrate that the loss is not connected with attributable acts or omissions on his part or is caused by intentional acts or gross negligence on the part of the Commissionee. The above shall not apply in respect of mandates to audit annual accounts as referred to in Article 2:393 Netherlands Civil Code.

6. The Client shall indemnify the Commissionee against all potential claims made by third parties, in the event that the Commissionee by virtue of the law and/or its professional rules shall be compelled to hand back the mandate and/or shall be compelled to cooperate with government institutions that shall be entitled to obtain requested and/or unrequested information that the Commissionee has received from the Client or third parties in the performance of its mandate.

M. Expiry date

In so far as not stipulated otherwise in these general terms and conditions, rights of action and other powers held by the Client for whatever reason including vis-à-vis the Commissionee in connection with the performance of Work by the Commissionee shall lapse in any case one year after the time when the Client became aware or could have reasonably become aware of the existence of these rights and powers. This deadline shall not relate to the option to submit a complaint to the relevant competent authority/ies for the handling of complaints and/or to the Raad voor Geschillen disputes council.

N. Termination

1. The Client and the Commissionee may terminate the Agreement at any time with immediate effect. If the Agreement ends before the mandate has been completed then the provisions set out under I second paragraph shall apply.
2. Termination must be communicated to the other party in writing.
3. If and in so far as the Commissionee shall end the Agreement through termination then it shall be obliged to inform the Client of its reasons for this termination and to do all that required by the circumstances that is in the Client's interest.

O. Right to suspend performance

The Commissionee shall be entitled to suspend performance of all its obligations, this to include the handing over of Documents or other items to the Client or third parties, until such time as the Client has paid in full all due and payable amounts owed. The Commissionee may only refuse to comply with its obligation to hand over Documents after the interests involved have been carefully weighed up.

P. Applicable law and choice of forum

1. All Agreements between the Client and the Commissionee to which these general terms and conditions apply shall be governed by Dutch law.
2. All disputes arising in connection with Agreements between the Client and the Commissionee to which these terms and conditions apply shall be settled by the competent court in the district in which the Commissionee has its place of business.
3. Contrary to the provisions of paragraph 2, the Client and the Commissionee may opt for an alternative means of settling disputes.

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