

# General Terms and Conditions

JUNE 2022 VERSION

## General

These general terms and conditions are used by Rademaker Advies B.V., Rademaker Accountancy B.V., Rademaker Audit B.V. and Rademaker Belastingadvies B.V.

## Article 1 Definitions

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

**Client:** the natural person or legal entity who gave Rademaker Advies & Accountancy the assignment to perform Work.

**Rademaker Advies & Accountancy:** Rademaker Advies B.V., Rademaker Accountancy B.V., Rademaker Audit B.V. and Rademaker Belastingadvies B.V.

**Documents:** all goods, including documents or data carriers, which the Client or third parties have made available to Rademaker Advies & Accountancy, as well as all goods, including documents or data carriers, that have been produced or collected by Rademaker Advies & Accountancy in the framework of performing the Assignment.

**Agreement/Assignment:** every arrangement between the Client and Rademaker Advies & Accountancy for Rademaker Advies & Accountancy to perform work for the Client in accordance with the stipulations specified in the confirmation of the assignment.

## Article 2: Applicability

1 These general terms and conditions apply to: each offer, quote, assignment, legal relationship and Agreement, under whatever name, in which Rademaker Advies & Accountancy undertakes/will undertake to perform work for the Client, as well as to all work for Rademaker Advies & Accountancy resulting from the same. These general terms and conditions apply to any additional and/or subsequent assignments as well.

2 Departures from and additions to these general terms and conditions are only valid if these have been agreed explicitly in writing between the Client and Rademaker Advies & Accountancy.

3. In the event of conflict between (an offer of) an Agreement and these general terms and conditions, the arrangements included in the (offer of) an Agreement shall prevail.

4 Rademaker Advies & Accountancy explicitly rejects any applicability of the Client's general terms and conditions.

5 The underlying Assignment/Agreement – together with these general terms and conditions – represents the all of the arrangements between the Client and Rademaker Advies & Accountancy regarding the work for which the Agreement has been concluded. It replaces all prior arrangements made between the parties or proposals made in this respect.

6 If, at any time, one or more provisions in these general terms and conditions is invalid or becomes null and void, the other provisions in these general terms and conditions shall continue to be fully applicable. If any provision in these general terms and conditions or of the Agreement is not valid, this provision shall be replaced with a provision the content of which is as close as possible to the original provision.

7 Any provisions in the Agreement or these general terms and conditions that are explicitly or by their nature intended to remain valid after expiration or termination of the Agreement shall remain valid after expiration or termination.

## Article 3 Conclusion, duration and termination of the Agreement

1 Each Agreement shall be concluded at the time that the confirmation of assignment signed by the Client has been received by Rademaker Advies & Accountancy or the work is performed at the request of the Client. The confirmation is based on the information that the Client supplied to the Contracted Party at the time of the confirmation. The confirmation is deemed to represent the Agreement correctly and fully.

2. All assignments shall be deemed to have been provided to Rademaker Advies & Accountancy exclusively and not to any specific person connected to Rademaker Advies & Accountancy. All Agreements are therefore concluded with Rademaker Advies & Accountancy. This also applies if it is the Client's intention to have an Assignment carried out by a specific person or persons connected to Rademaker Advies & Accountancy. The articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch

Civil Code are explicitly excluded.

3 Each Agreement is entered into for an indefinite period of time, unless the nature, contents or purpose of the assignment awarded show that the Agreement was entered into for a fixed period of time.

4 The counterparty must be informed of cancellation in writing.

5 If and to the extent that Rademaker Advies & Accountancy terminates the Agreement by giving notice, it must inform the Client of its reasons for the cancellation and do everything the circumstances require in the interest of the Client.

## Article 4 Information from the Client

1 The Client is required to make available all data and Documents that Rademaker Advies & Accountancy has indicated it needs for the correct execution of the Agreement and the data and Documents that the Client knows or could reasonably know that Rademaker Advies & Accountancy needs for the performance of the Assignment in a timely manner in the form and the manner desired by Rademaker Advies & Accountancy for the performance of the Agreement. This also includes all that information that Rademaker Advies & Accountancy has indicated it needs in connection with compliance with regulations related to its business operations, including but not limited to information under the *Wet ter voorkoming van witwassen en financieren van terrorisme* ("Wwft", Money Laundering and Terrorist Financing (Prevention) Act) and information concerning establishing the identity of the Client. The Client must provide the thereby required data and Documents prior to the performance of the Agreement to Rademaker Advies & Accountancy.

2 Additionally, the Client is required to inform Rademaker Advies & Accountancy immediately of (amendments to) the legal structure and control structure within the group to which the Client belongs, as well as other financial collaborations in which the Client participates or is part, all in the broadest sense of the word, and about other facts and circumstances that may be important in connection with the performance of the Assignment for the purpose of enabling Rademaker Advies & Accountancy to comply with the independence requirements.

3 Rademaker Advies & Accountancy is entitled to suspend performance of the Agreement until the Client has complied with the obligation listed in Article 4.1.

4 The Client is required to notify Rademaker Advies & Accountancy immediately regarding facts and circumstances that may be relevant in connection with the performance of the Agreement.

5 The Client guarantees the correctness, completeness and reliability of the data and Documents that it or third parties make available on its behalf to Rademaker Advies & Accountancy, including if this comes from third parties. Rademaker Advies & Accountancy is not liable for any damage whatsoever resulting from the incorrectness and/or incompleteness of the data that the Client has provided to Rademaker Advies & Accountancy.

6 The damage to Rademaker Advies & Accountancy arising from delays in the performance of the Agreement, including extra costs and extra fees resulting from any failure to make the desired data available or to do so in time or properly, shall be borne by the Client.

7 If and to the extent that the Client so requests, the Documents made available will be returned to the Client, subject to the stipulations under Article 9.4. The Client shall bear the costs for the return shipment of the Documents.

8 If the Client has awarded several Assignments to Rademaker Advies & Accountancy, it shall automatically consent to the sharing of data and Documents provided within Rademaker Advies & Accountancy in the framework of an Assignment for the benefit of the performance of another Assignment.

9 The Client itself is responsible for submitting documents to third parties, including tax returns, annual accounts and reports. If such documents are sent (electronically) by Rademaker Advies & Accountancy, these documents shall be deemed to have been sent and signed by the Client.

## Article 5 Performance of the Assignment

1 Rademaker Advies & Accountancy shall stipulate the manner in which the Assignment will be performed and which person or persons shall perform it.

2 Rademaker Advies & Accountancy shall perform the Work to the best of its ability and in a manner to be expected of a careful professional with due regard to the applicable legislation and (professional) regulations. However, Rademaker Advies & Accountancy cannot guarantee that any envisaged result will be realised.

3 Rademaker Advies & Accountancy is entitled to have work performed by a third party to be designated by Rademaker Advies & Accountancy if Rademaker Advies & Accountancy believes this is desirable. The costs of this person or third party shall be charged to the Client.

4 Rademaker Advies & Accountancy is entitled to adapt the manner of performance of the Assignment throughout the performance of the

Agreement if a situation arises in which an unaltered maintenance cannot be expected, such as government measures taken during the term of the Agreement as a result of, for example, a pandemic. This is at the discretion of Rademaker Advies & Accountancy.

5 Unless otherwise agreed in writing, terms specified in the Agreement within which the Works must be performed shall be approximate terms rather than deadlines. Thus, should such a term be exceeded, this does not constitute a culpable failure on the part of the Contracted Party and is, consequently, not grounds for dissolving the Agreement.

6 Unless explicitly stipulated otherwise in writing, the performance of the Agreement is not specifically aimed at detecting fraud. If the work yields indications of fraud, Rademaker Advies & Accountancy will report this to the Client. In so doing, Rademaker Advies & Accountancy is required to observe applicable legislation and regulations as well as the regulations and guidelines prescribed by the various professional organisations.

#### Article 6 - Non-Disclosure and protection of personal data

1 Rademaker Advies & Accountancy is required to keep secret from third parties all confidential information that the Client has made available to it and the results obtained by processing this information. This obligation of confidentiality does not apply insofar as Rademaker Advies & Accountancy has a legal or professional obligation to disclose, or insofar as the Client has released Rademaker Advies & Accountancy from the obligation of confidentiality. This obligation does not apply should such information, in the interest of (a proceedings concerning) (the performance of) the Assignment, be required to be provided to a third party engaged by Rademaker Advies & Accountancy and/or its insurer or insurers. This provision does not prevent confidential consultations between colleagues within the organisation of Rademaker Advies & Accountancy insofar as Rademaker Advies & Accountancy deems this necessary for the careful performance of the Agreement or due observance of the law or professional regulations.

2 Rademaker Advies & Accountancy is entitled to use the figures obtained after processing for statistical or comparative purposes, provided these figures cannot be traced back to individual Clients.

3 Rademaker Advies & Accountancy is not entitled to use the information made available by the Client for any purpose other than that for which it was obtained, with the exception of the provisions in Article 6.2 and, in the case where Rademaker Advies & Accountancy is acting for itself in disciplinary proceedings, under civil or administrative law or criminal proceedings for which these documents could be deemed to be important.

4 With the exception of explicit prior written consent from Rademaker Advies & Accountancy, the Client may not publicise the contents of announcements, correspondence, advice, opinions or other statements (written or not) by Rademaker Advies & Accountancy or make these available to third parties in any other way, except to the degree that this results directly from the Agreement, is done to obtain an expert opinion regarding Rademaker Advies & Accountancy's work in question, or if the Client is under a statutory or professional duty of disclosure.

5 The Client shall only provide personal data within the meaning of Article 4 paragraph 1 of the General Data Protection Regulation ('GDPR') to Rademaker Advies & Accountancy insofar as this is necessary for the performance of the Assignment. Rademaker Advies & Accountancy shall process personal data only for the benefit of the Assignment or to comply with its legal obligations.

#### Article 7 Intellectual property

1 All intellectual property rights that are related to and/or result from the work performed by Rademaker Advies & Accountancy in the framework of an Assignment shall lie with the Contracted Party or its licensors. Nothing in the Agreement or these general terms and conditions entails the transfer of rights to intellectual ownership unless explicitly specified in writing.

2 The Client is explicitly prohibited from providing, reproducing, publicising or exploiting those products in which or on which the intellectual property of Rademaker Advies & Accountancy rests, including but not limited to computer programs, system designs, work methods, advice, (model) contracts and other intellectual products, all in the broadest sense of the word – whether or not by using third parties – to third parties.

3 The Client is not permitted to provide (resources of) those products referred to in Article 7.2 to third parties other than for the purpose of obtaining an expert opinion regarding Rademaker Advies & Accountancy's work. In that case, the Client shall impose his obligations upon the third parties he calls in by virtue of this article.

#### Article 8 Fee

1 Unless explicitly agreed on otherwise, the work performed by

Rademaker Advies & Accountancy shall be charged to the Client at the rate applicable at the time of performing the work. The liability to pay the fee does not depend on the outcome of the work performed.

2 Rademaker Advies & Accountancy is always entitled to charge the Client one or more advance payments, even if this is not stated in a quote or order confirmation.

3 If wages and/or prices change after the Agreement has been concluded but before the Assignment has been fully executed, Rademaker Advies & Accountancy is entitled to adjust the rate agreed on accordingly unless the Client and Rademaker Advies & Accountancy have made other agreements in this regard.

4 The fee owed to Rademaker Advies & Accountancy, increased with (if applicable) expenses and invoices from third parties engaged, will be charged to the Client per month, per quarter, per year or after completion of the work, at the discretion of Rademaker Advies & Accountancy, unless the Client and Rademaker Advies & Accountancy have made other agreements in this regard. If turnover tax is to be charged, the turnover tax shall be invoiced separately.

#### Article 9: Payment

1 The Client must pay the invoice amount within the terms agreed upon without any deductions, discount or settlement within 14 days after the invoice date by means of payment into a bank account to be designated by the Rademaker Advies & Accountancy and, unless otherwise agreed, in euros.

2 If payment of the amount owed is not made punctually by the Client, it is by law in default and Rademaker Advies & Accountancy is entitled, without any further demand or notice of default being required, to charge the Client 1.5% interest per month on the amount owed from the due date, whereby part of a month counts as a full month, until the day of full payment, all of this without prejudice to Rademaker Advies & Accountancy's further rights.

3 Furthermore, all costs, both judicial and extrajudicial, that Rademaker Advies & Accountancy must incur to collect what the Client erroneously leaves unpaid shall be for the expense of the Client.

4 Rademaker Advies & Accountancy is entitled to suspend performance of the Agreement until the Client has paid Rademaker Advies & Accountancy the amount owed in full.

5 If Rademaker Advies & Accountancy is of the opinion that the Client's financial position or payment record gives rise to this, Rademaker Advies & Accountancy is entitled to demand that the Client immediately furnish (additional) security in a form to be specified by Rademaker Advies & Accountancy. If the Client fails to furnish the demanded security, Rademaker Advies & Accountancy is entitled – without prejudice to any other rights it may have – to immediately suspend further performance of the Agreement and all that the Client owes Rademaker Advies & Accountancy on any account whatsoever will be due and payable at once.

6 In the event of liquidation, bankruptcy, suspension of payment or any other insolvency proceedings, including the application of the *Wet Homologatie Onderhands Akkoord* (Court Approval of a Private Composition (Prevention of Insolvency) Act) (with respect to) the Client, the claims on the Client shall be due and payable immediately.

7 If an assignment has been issued jointly, the Clients are jointly and severally liable for the payment of the invoice amount, the interest owed and costs.

#### Article 10 Complaints

1 A complaint regarding the work performed and/or the invoice amount must, on pain of forfeiture of all claims, be submitted in writing within 30 days after the sending date of the documents or information about which the Client is complaining, or, if the Client demonstrates that it could not have reasonably discovered the defect earlier, within 30 days after the discovery of the defect, to be notified in writing to Rademaker Advies & Accountancy, stating in detail the nature and grounds of the complaints.

2 A complaint does not suspend the Client's payment obligation except where Rademaker Advies & Accountancy indicates that it believes the complaint is valid.

3 Rademaker Advies & Accountancy must be enabled to investigate the Client's complaint.

4 In the event of a legitimate complaint, Rademaker Advies & Accountancy, may choose to adjust the fee charged, rectify or redo the relevant work at no cost or not (or no longer) execute all or part of the Assignment in exchange for restitution in proportion to the fee which the Client already paid.

#### Article 11 Liability and Indemnification

1 With due regard to the provision in Article 10, Rademaker Advies & Accountancy, is only liable towards the Client for damage that directly results from a (related series of) culpable failure or failures in performing the Assignment. This liability is limited to the amount paid for the event in question by the liability insurer, increased by the excess to be paid by Rademaker Advies & Accountancy by virtue of the insurance policy, if any. If, for any reason whatsoever, the liability insurer does not pay, Rademaker Advies & Accountancy's liability is limited to the amount of the fee charged for performing the Assignment. If the Assignment has been concluded for an unspecified period or with a duration of more than one year, then the "fee charged" as referred to in the previous full sentence is based on the fee charged over a period of at most six months prior to the time that the claims by the Client on Rademaker Advies & Accountancy were made known. In no event will the total compensation of the damage by virtue of this article amount to more than € 50,000 per event, where a series of connected events shall be regarded as a single event, unless – in view of the scope of the Assignment or the risks related to the Assignment – the parties feel that there is reason to deviate from this maximum at the time the agreement is concluded.

2 Rademaker Advies & Accountancy is not liable for any consequential loss, trading loss, sanction damage, loss of profits or other indirect damage that is the result of non-performance, late performance or improper performance by Rademaker Advies & Accountancy.

3 With the exception of intent or gross negligence on the part of Rademaker Advies & Accountancy and the provision in Article 11.2, Rademaker Advies & Accountancy is in any case not obligated to compensate for damage to the Client or third parties that is the result of:

- the provision of incorrect or incomplete Documents not delivered on time, data or information by the Client or a third party to With the exception of intent or gross negligence on the part of Rademaker Advies & Accountancy or is otherwise the result of an action or negligence on the part of the Client or a third party, including the situation that Rademaker Advies & Accountancy is not able to file the annual report and accounts with the Chamber of Commerce within the statutory period as the result of an action or negligence on the part of the Client;
- action or negligence by third parties engaged by Rademaker Advies & Accountancy for the performance of the Assignment, unless it is a third party that is involved in the performance of the Assignment at the initiative of Rademaker Advies & Accountancy and the Client can demonstrate that Rademaker Advies & Accountancy did not act carefully when choosing the third party.

4 'Third parties' are understood to include any shareholder, director or supervisory director, any group company of the Client, persons working with or for the Client and others who are involved in the organisation of the Client who are directly or indirectly related to the performance of the Agreement and any family member of the Client.

5 Insofar as not determined otherwise in these general terms and conditions, any claim by the Client with respect to the Assignment and the related work shall in any case lapse 1 year after the time at which the Client knew or could reasonably have known about the existence of this claim. This period does not apply to the possibility of submitting a (disciplinary) complaint to the authority or authorities designated to handle the complaint and/or the *Raad voor Geschillen* (Dispute Adjudication Board).

6 The Client indemnifies Rademaker Advies & Accountancy against all claims by third parties in connection with the (performance of the) Assignment. The Client specifically indemnifies Rademaker Advies & Accountancy against claims from third parties on account of damage caused because the Client provided Rademaker Advies & Accountancy with no, with incorrect or with incomplete information unless the Client can demonstrate that the damage is not related to any culpable act or omission on its part, or has been caused by intent or gross negligence on the part of Rademaker Advies & Accountancy.

7 The Client indemnifies Rademaker Advies & Accountancy against all possible claims by third parties in the event that Rademaker Advies & Accountancy is forced by virtue of the law and/or its professional regulations to terminate the Assignment and/or is forced to lend its assistance to government agencies that are entitled to receive information – both when asked and at their own initiative – that Rademaker Advies & Accountancy received from the Client or third parties in the course of performing the Assignment.

8 The provision in Article 11 as well as all constraints with respect to liability on the part of Rademaker Advies & Accountancy included in these general terms and conditions applies in full to all group companies of Rademaker Advies & Accountancy, its shareholders as well as all implementing party or parties that perform work for the Client. Implementing parties may also invoke these provisions against the Client.

#### Article 12 Use of electronic communication

1 Rademaker Advies & Accountancy is not liable for any damage to or loss of Documents during transport or dispatch by mail, regardless of whether the transport or dispatch takes place by or on behalf of the Client, Rademaker Advies & Accountancy or third parties.

2 During the performance of the Assignment, the Client and Rademaker Advies & Accountancy shall communicate with one another by electronic means and/or making use of electronic storage (such as cloud applications). Unless otherwise agreed in writing, the parties may assume that transmitting correctly addressed fax message, emails (including emails sent via internet) and voicemail messages will always be accepted, regardless of whether they contain confidential information or documents that are related to the Assignment. The same applies for other means of communication used or accepted by the other party.

3 The Client and Rademaker Advies & Accountancy are not liable towards one another for damage that may arise as a result of the use of electronic means of communication, networks, applications, electronic storage, or other systems, including – but not limited to – damage resulting from non-delivery, delay, omissions, distortion, interception or manipulation of electronic communications by third parties or by software/equipment used to send, receive or process electronic communication, the transmission of viruses and the failure of the telecommunication network or other means required for electronic communication to function (properly), except to the extent that the damage is the result of intent or gross negligence. The foregoing also applies to Rademaker Advies & Accountancy's use of this to contact third parties.

4 In addition to the previous paragraph, Rademaker Advies & Accountancy does not accept any liability for any damage arising from or in connection with the electronic transmission of (electronic) annual report and accounts and digital filing with the Chamber of Commerce as well as the electronic transmission of tax returns and other electronic communication with the tax authorities and/or electronic communication with banks.

5 Both the Client and Rademaker Advies & Accountancy will do everything they may reasonably be expected to do or refrain from doing to prevent the aforementioned risks from occurring.

6 The data extracts from the sender's computer systems shall serve as conclusive proof of (the contents of) the electronic communication sent by the sender until the recipient has furnished proof to the contrary.

7 The provisions made in Article 11 apply accordingly.

#### Article 13 Working conditions and acquisition of staff

1 If Rademaker Advies & Accountancy performs work at the Client's location, the Client shall arrange for a suitable workplace that complies with statutory occupational health and safety standards and with other applicable regulations with respect to working conditions. The Client shall arrange for office space and other facilities that, in the opinion of Rademaker Advies & Accountancy, are necessary or useful for performing the Assignment and that comply with all (legal) requirements. With respect to (computer) facilities made available, the Client is required to ensure continuity through means that include adequate backup, safety and virus control procedures.

2 When performing the work, the Client shall not engage or approach any of Rademaker Advies & Accountancy's employees, temporarily or permanently, directly or indirectly, or, directly or indirectly, for the benefit of the Client, whether or not for employment, for the performance of work for the duration of the Agreement or any extension thereof and for 12 months after.

#### Article 14 Compliance with laws and regulations

1 In accordance with applicable laws and regulations, Rademaker Advies & Accountancy is required to report certain forms of fiscal advice and proposed or other structures to the tax authorities. Whether a report is submitted and what its content is, is at the discretion of Rademaker Advies & Accountancy. If Rademaker Advies & Accountancy believes that it is relevant for the services implemented, it shall inform the Client about the report or the intention to report. Additionally, Rademaker Advies & Accountancy may be required to inform the tax authorities about the names of the persons and parties concerned that are involved in the advice or the structure.

2 Rademaker Advies & Accountancy may also be required, under certain circumstances, to report to and to provide the authorities with information insofar as unusual transactions are involved (in accordance with the Money Laundering and Terrorist Financing (Prevention) Act) and other suspected infractions of the applicable legislation and regulations. In such cases, Rademaker Advies & Accountancy is not permitted to inform the Client about this.



**Article 15 Applicable law and forum selection**

1 All legal relationships between the Client and Rademaker Advies & Accountancy are governed by Dutch law.

2 All disputes between the Client and Rademaker Advies & Accountancy shall be settled in the first instance exclusively by a competent Dutch court.

3 Article 15.1 does not affect the possibility of the Client to submit a dispute with the *Raad voor Geschillen* (Dispute Adjudication Board) and/or a complaint with the body or bodies designated for handling complaints.

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