

The general conditions have been filed by SRA at the chamber of commerce in Utrecht under no. 40481496

A Definitions

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

1 Principal: the natural person or legal entity which gave the Contractor instructions to perform Work.

2 Contractor: the firm (of accountants) which concludes the Agreement and uses these general terms and conditions. All instructions are deemed to be given exclusively to the firm (of accountants) and not to any individual associated with the firm (of accountants). All Agreements are therefore established with the Contractor. That also applies if it is the

Principal's intention that the instructions are to be performed by a specific individual or specific individuals associated with the firm (of accountants). Sections 7:404 and 7:407 (2) of the Dutch Civil Code explicitly do not apply

3 Work: all work for which the Contractor has received instructions or which the Contractor performs on another account. The above applies in the broadest sense of the word and in any event comprises the work as specified in the confirmation of the instructions.

4 Documents: all goods, including documents or data media, which the Principal has made available to the Contractor, as well as all goods, including documents or data media, which have been produced or compiled by the Contractor in the scope of fulfilling the instructions.

5 Agreement/Instructions: every agreement between the Principal and the Contractor to perform Work by the Contractor for the Principal in conformance with the stipulations specified in the confirmation of the instructions.

B Applicability

1. These general terms and conditions apply to: all offers, quotations, instructions, legal relationships and agreements, under whatever name, in which the Contractor undertakes/will undertake to perform Work for the Principal, as well as to all Work resulting from the same for the Contractor.

2 Departures from and additions to these general terms and conditions are only valid if these have been agreed upon explicitly and in writing, for example in a (written) agreement or (a further) confirmation of the instructions.

3 In the event that these general terms and conditions and the confirmation of the instructions contain conflicting conditions, the conditions included in the confirmation of the instructions will apply as regards the conflict.

4 The Contractor explicitly rejects any applicability of the Principal's general terms and conditions.

5 The underlying Instructions/Agreement – together with these general terms and conditions – represent the full agreements between the Principal and the Contractor regarding the Work for which the Agreement is concluded. It replaces all prior agreements made between the parties or proposals made in this respect.

6 The Principal with whom an Agreement is once concluded under these general terms and conditions accepts the applicability of these general terms and conditions to all later quotations of the Contractor and Agreements between the Principal and Contractor.

7. Should one or more provisions from these general terms and conditions be invalid or be nullified, the other provisions of these general terms and conditions remain fully applicable.

Should any of these general terms and conditions or the Agreement not be legally valid, parties shall negotiate the content of a new provision, which shall come as close as possible to the original provision.

8 Provisions in the Agreement or these general conditions that must expressly or by their nature also remain in force after the expiry or termination of the Agreement shall remain in force after expiry or termination, including Articles G, I, J, L, P and R paragraph 2.

C Commencement and duration of the Agreement

1 Each Agreement is only established and commences at the time the confirmation of the instructions signed by the Principal has been returned to and signed by the Contractor.

The confirmation is based on the information which the Principal supplied to the Contractor at the time of the confirmation. The confirmation is deemed to correctly and fully represent the Agreement.

2 The parties are free to prove the establishment of the Agreement by other means.

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

D Information of the Principal

1 The Principal is required to make all information and Documents which the Contractor believes are necessary to correctly fulfil the Agreement available to the Contractor in time, in the requested form and in the desired manner. This should also be understood to mean the documents that the Contractor says he needs for the purposes of determining the identity of the Principal. The Principal must provide the required information to determine his identity to the Contractor prior to the fulfilment of the Agreement.

2 The Contractor is entitled to suspend the fulfilment of the Agreement until the Principal has complied with the obligation mentioned in the previous paragraph.

3 The Principal is required to notify the Contractor at once regarding facts and circumstances which may be relevant in connection with the fulfilment of the Agreement.

4 The Principal guarantees that the information and documents which are made available to the Contractor by or on behalf of the Principal are correct, complete and reliable, even if the information and documents originate from third parties. The Principal is not liable for

damage, of any kind, that is the result of the information provided by the Principal to the Contractor being incorrect and/or not complete.

5 The extra costs resulting from delays in the fulfilment of the Agreement and the extra fee resulting from any failure to make the desired information available or to do so in time or properly will be borne by the Principal.

6 If and to the extent that the Principal so requests, the documents made available will be returned to the Principal, subject to the stipulations under O. The Principal bears the costs for returning these documents.

E Fulfilment of the Agreement

1 The Contractor determines the manner in which and by what person(s) the Agreement will be fulfilled. If possible, the Contractor will take any directions from the Principal regarding the fulfilment of the Agreement into account, provided these instructions are sound and are given in a timely fashion.

2 The Contractor will perform the Work to the best of his ability and in a manner to be expected of a careful professional. However, the Contractor cannot guarantee that any envisaged result will be realised.

3 The Contractor is entitled to have a person or third party to be designated by the Contractor perform specific Work without notification to and explicit consent from the Principal if the Contractor believes that this is advisable. The costs of this person to be designated are charged to the Principal.

4 The Contractor will fulfil the Agreement in accordance with the rules of conduct and the professional rules that apply to him, which are part of the Agreement, and in accordance with the statutory requirements. Upon request, a copy of the rules of conduct and the professional rules applying to the Contractor will be sent to the Principal. The Principal will respect the Contractor's obligations and the obligations for parties working at or for the Contractor, respectively, that arise from these rules of conduct and professional rules and from the law.

5 In the event that Work is performed for the profession or business of the Principal during the duration of the Agreement which is not covered by the Work to which the Agreement relates, this Work will be deemed to have been performed based on separate Agreements.

6 Any terms specified in the Agreement for performing the Work will be approximate terms rather than deadlines. Thus, in the event that such a term is exceeded this does not constitute a culpable failure on the part of the Contractor; consequently this is not a ground for dissolving the Agreement. Terms set for completing the Work can only be considered as deadlines if the Principal and the Contractor have explicitly agreed on this in so many words.

7 Unless stipulated otherwise in writing, the fulfilment of the Agreement is not specifically aimed at detecting fraud. In the event that the work results in indications of fraud, the Contractor will report this to the Principal. In so doing, the Contractor is required to observe applicable statutory and other rules as well as the regulations and guidelines issued by the various professional organisations.

F Confidentiality and exclusivity

1 The Contractor is required to maintain confidentiality with respect to third parties who are not involved in the fulfilment of the Agreement. This confidentiality involves all confidential information which the Principal made available to the Contractor and the results obtained by processing this information. This confidentiality does not apply to the extent that statutory or professional rules, including but not limited to the notification duty resulting from the Dutch Act on Measures to Prevent Money Laundering and the Financing of Terrorism and other national or international rules with a similar purpose, impose a duty of disclosure on the Contractor, or in as far as the Principal has released the Contractor from the confidentiality obligation. This stipulation does not prevent confidential consultations between colleagues within the Contractor's organisation to the extent that the Contractor deems this necessary for careful fulfilment of the Agreement or the due observance of statutory or professional rules.

2 The Contractor is entitled to use the figures obtained after processing for statistical or

comparative purposes, provided these figures cannot be traced back to individual Principals.

3 The Contractor is not entitled to use the information which the Principal makes available to the Contractor for any purpose other than the purpose for which the information was obtained, except as stipulated in paragraph 2, and in the event that the Contractor is acting