



General Terms and Conditions Venture Architects

Article 1 – General

- 1.1 In these General Terms and Conditions, the following definitions apply:
 - a) Client: the party that commissions;
 - b) Contractor: the private company with limited liability De Waaghals B.V., actually established in Bennekom, also trading under the name Venture Architects;
 - c) Assignment or Agreement: the agreement of assignment, whereby the Contractor undertakes towards the Client to perform work.
- 1.2 All Assignments are exclusively accepted and executed by the Contractor, with the exception of Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code, regardless of whether the Client has expressly or tacitly granted the Assignment with a view to its execution by a specific person or persons.
- 1.3 All stipulations in these General Terms and Conditions have also been made for the benefit of all those who work for the Contractor and/or were in the context of the execution of the Assignment, including personnel, directors and subordinates of the Contractor. They can appeal to the client for this.

Article 2 - Applicability

- 2.1 These General Terms and Conditions apply to all Assignments or Agreements between the Client and the Contractor, respectively their legal successors, as well as on all resulting and/or related agreements, as well as on all offers and/or quotations made by the Contractor.
- 2.2 The applicability of the Client's General Terms and Conditions is expressly rejected by the Contractor.
- 2.3 Stipulations deviating from these General Terms and Conditions are only effective if and insofar as they have been expressly agreed in writing between the parties. Unless expressly agreed otherwise in writing, these deviations from or additions to the General Terms and Conditions only relate to the relevant Agreement.
- 2.4 If any clause, forming part of these general terms and conditions or of the agreement, would be null and void or is annulled, the agreement will otherwise remain in force as much as possible and the relevant clause will be replaced immediately in consultation between the parties by a clause that approximates the purport of the original clause as much as possible.

Article 3 - Conclusion of the Agreement

- 3.1 The Agreement is concluded at the moment that the order confirmation signed by the Contractor and the Client has been returned by the Contractor. The order confirmation is based on the information provided by the Client to the Contractor at the time thereof. The order confirmation is deemed to represent the Agreement correctly and completely.
- 3.2 If the Assignment has been issued orally, or if the order confirmation has not (yet) been received back signed, the Assignment is deemed to have been concluded under the applicability of these general terms and conditions at the moment that the Contractor has started the execution of the Assignment at the request of the Client.

Article 4 - Data and information

- 4.1 The Client is obliged to provide all data and information required by the Contractor, as well as the data and information that the Client can reasonably know that the Contractor needs for the correct execution of the Assignment, a) in a timely manner and b) in the form desired by the Contractor and c) in the manner desired by the Contractor.
- 4.2 The Client guarantees the correctness, completeness, reliability and legality of the data and information provided by or on behalf of the Client to the Contractor, even if these are provided via third parties or come from third parties, unless the nature of the Assignment dictates otherwise.
- 4.3 The Client is obliged to inform the Contractor immediately about facts and circumstances that may be important in connection with the execution of the Assignment.
- 4.4 The Contractor has the right to suspend the execution of the Assignment until the moment that the Client has fulfilled the obligations referred to in the first, second and third paragraphs.
- 4.5 Extra costs, extra hours, as well as the other damage for the Contractor, caused by the Client not having fulfilled the obligations referred to in the first, second or third paragraph, are at the expense and risk of the Client.
- 4.6 At the first request of the Client, the Contractor will return the original documents provided by the Client to the Client.

Article 5 - Execution of the Assignment

- 5.1 The Contractor determines the manner in which and by which person(s) the Assignment is carried out, but will take into account the wishes expressed by the Client as much as possible. If the Contractor wishes to engage third parties in the execution of the Assignment on behalf of the Client, it will only do so with the approval of the Client.
- 5.2 The Contractor will carry out the work to the best of its ability and as a carefully acting professional. However, the Contractor cannot guarantee the achievement of any intended result.
- 5.3 The Assignment is carried out with due observance of the applicable (professional) regulations and what is required by or pursuant to the law. The Client shall always and fully cooperate with the obligations arising from this for the Contractor.
- 5.4 The Client is aware that, on the basis of the Money Laundering and Terrorist Financing (Prevention) Act (Wwft):
 - a) may be obliged to conduct an investigation into the identity of the Client and/or client;
 - b) may be required to report certain transactions to the authorities set up for this purpose by the government.
- 5.5 (Professional) regulations are in any case understood to mean the Professional Practice Regulations of the Dutch Association of Tax Advisers (NOB).
- 5.6 The Contractor excludes any liability for damage that arises as a result of the Contractor complying with the laws and (professional) regulations applicable to it.

- 5.7 In respect of the Assignment, the Contractor will keep a work file containing copies of relevant documents, which is the property of the Contractor.
- 5.8 The Contractor may use electronic means of communication during the Assignment. The Client agrees to the use by the Contractor of an electronic signature as referred to in Article 3:15a of the Dutch Civil Code. The Client and the Contractor are not liable to each other for damage resulting from the use of electronic means of communication. Both the Client and the Contractor will do everything that can reasonably be expected to prevent risks such as the spread of viruses and distortion.
- 5.9 In case of doubt about the content and/or sending of electronic mail, the data extracts from the Contractor's computer systems are decisive.

Article 6 - Time limits

- 6.1 Deadlines within which work must be completed are only strict deadlines if this has been agreed in writing.
- 6.2 If the Client owes an advance payment or if it must make available the data and information required for the execution of the Assignment, the period within which the work must be completed shall not start until the payment has been received in full by the Contractor, or the data and information have been made available to the Contractor in full.
- 6.3 The Agreement can - unless it is established that execution is permanently impossible - not be dissolved by the Client due to exceeding the term, unless the Client, after the expiry of the agreed term, has given the Contractor a reasonable period of time to still (fully) execute the Assignment and the Contractor also does not or not fully execute the Assignment within the noticed period.

Article 7 - Termination

- 7.1 The Agreement is entered into for an indefinite period of time, unless it follows from the content, nature or purport of the Assignment granted that it has been entered into for a certain period of time.
- 7.2 The Client and the Contractor may terminate the Agreement at any time (prematurely) with due observance of a reasonable notice period, unless reasonableness and fairness oppose termination or termination on such a period. The termination must be communicated in writing to the other party.
- 7.3 The Agreement may be terminated (prematurely) by both the Contractor and the Client by registered letter without observance of a notice period in the event that the other party is unable to pay its debts or if a trustee, administrator or liquidator has been appointed, the other party enters into a debt restructuring, or for any other reason ceases its activities or if the other party has the occurrence of one of the aforementioned circumstances with one party. considers reasonably plausible or if a situation has arisen that justifies immediate termination in the interest of the terminating party.
- 7.4 In all cases of (premature) termination, the Contractor reserves the right to payment of the invoices for work performed by it up to that point, whereby the provisional results of the work performed up to that point will be made available to the Client subject to reservation. If the Client has proceeded to (premature) termination, the Contractor is entitled to compensation for the loss of occupancy that has arisen and can be plausibly made on its side, as well as for additional costs that the Contractor has reasonably had to incur

or must incur as a result of the early termination of the Agreement (such as costs with regard to possible subcontracting), unless there are facts and circumstances underlying the termination that The Contractor is attributable.

- 7.5 If the Contractor has proceeded to (premature) termination, the Client is entitled to the contractor's cooperation in the transfer of work to third parties, unless there are facts and circumstances underlying that termination that can be attributed to the Client.
- 7.6 Insofar as the transfer of the work entails additional costs for the Contractor, these will be charged to the Client.
- 7.7 Upon termination of the Agreement, each of the parties must immediately hand over to that other party all goods, goods and documents in its possession that belong to the other party.

Article 8 - Intellectual property rights

- 8.1 All rights with regard to products of the spirit that the Contractor develops or uses in the execution of the assignment, including advice, working methods, (model) contracts, systems, system designs and computer programs, belong to the Contractor, insofar as these do not already belong to third parties.
- 8.2 Subject to the express prior written consent of the Contractor, the Client is not permitted to reproduce, disclose or exploit the products of the spirit or the recording thereof on data carriers, whether or not together with or by engaging third parties, without prejudice to the provisions of Article 9.3.

Article 9 - Confidentiality

- 9.1 The Contractor is obliged to keep the data and information provided by or on behalf of the Client secret from third parties who are not involved in the execution of the Assignment. This obligation does not apply to the extent that the Contractor has a legal or professional obligation to disclose, including the obligations arising from the Money Laundering and Terrorist Financing (Prevention) Act (Wft) and other national or international regulations with similar effect, or insofar as the Client has relieved the Contractor of the obligation of confidentiality.
- 9.2 The first paragraph does not prevent confidential collegial consultation within the Contractor's organization, insofar as the Contractor deems this necessary for a careful execution of the Assignment or for careful compliance with a legal or professional obligation.
- 9.3 If the Contractor acts for itself in disciplinary, civil, arbitral, administrative or criminal proceedings, the Contractor is entitled to use the data and information of which it has become aware during the execution of the Assignment insofar as it may be of interest in its reasonable opinion.
- 9.4 Except with the express prior written consent of the Contractor, the Client is not permitted to publish the content of advice, opinions or other statements of the Contractor, whether or not in writing, or otherwise make them available to third parties, except insofar as this results directly from the Agreement, for the purpose of obtaining an expert opinion about the relevant activities of the Contractor, the Client has a legal or professional obligation to disclose, or if the Client acts for itself in disciplinary, civil, arbitral, administrative or criminal proceedings.

- 9.5 The Contractor is entitled to mention the name of the Client and to state in general terms the work performed to (commercial) relations of the Contractor as an indication of the Experience of the Client.

Article 10 - Personal data and the General Data Protection Regulation

- 10.1 When providing and making personal data available to the Contractor, the Client will observe the General Data Protection Regulation and other applicable laws and regulations in the field of the protection of personal data.
- 10.2 In the execution of the assignment, the Contractor will observe the General Data Protection Regulation and other applicable laws and regulations in the field of the protection of personal data and will only process personal data obtained insofar as they are not incompatible with the purpose for which the personal data are obtained.
- 10.3 If necessary, the Client and the Contractor will conclude a processing agreement.
- 10.4 The Contractor will take appropriate technical and organizational measures to protect the personal data against destruction, loss and unauthorized access.
- 10.5 The Client agrees that the Contractor works with third parties such as ICT service providers and suppliers of administration tools for the purpose of the provision of services and the optimisation thereof and in that context shares personal data with these third parties. In accordance with the provisions of the General Data Protection Regulation, the Contractor concludes a processing agreement with the (sub)processors engaged by it.

Article 11 - Fee

- 11.1 The Client owes the Contractor a fee as well as compensation for costs incurred in accordance with the Contractor's usual rates, calculation methods and working methods.
- 11.2 The Contractor has the right to request an advance from the Client.
- 11.3 If, after the conclusion of the Agreement, but before the Assignment has been fully executed, rate-determining factors such as wages and/or prices undergo a change, the Contractor is entitled to adjust the previously agreed rate accordingly.
- 11.4 All rates are exclusive of turnover tax and other levies imposed by the government.

Article 12 - Payment

- 12.1 Payment must be made without any deduction, discount or set-off in Dutch currency by deposit or transfer to the bank account indicated on the invoice within fourteen days of the invoice date. The day of payment is the day of crediting the amount due to the Contractor's account. Objections to the amount of the invoice do not suspend the client's payment obligation.
- 12.2 If the Client has not paid within the period referred to in the first paragraph, or another period agreed between the parties, the Client is in default by operation of law and the Contractor is entitled to charge the statutory interest from that moment on.
- 12.3 If the Client, acting in the exercise of a business or profession, has not paid within the period referred to in the first paragraph, the Client is obliged to

reimburse all extrajudicial and judicial (collection) costs incurred by the Contractor, also insofar as these costs exceed any court costs order, unless the Contractor is ordered to pay the costs as a losing party.

- 12.4 If the Client does not act in the exercise of a business or profession, the Client is obliged to reimburse extrajudicial collection costs in the amount of the maximum amount in accordance with the Decree on compensation of extrajudicial collection costs. The Client owes these extrajudicial collection costs after he, already in default, has been fruitlessly summoned to pay within fourteen days.
- 12.5 In the event of a jointly given Assignment, Clients are, insofar as the assignment has been carried out for the benefit of the joint Clients, jointly and severally liable for the payment of the invoice amount and the interest and costs due.
- 12.6 The Contractor reserves the right – also during the execution of an assignment, if the financial position or the payment behaviour of the Client in the opinion of the Contractor gives rise to this – to demand from the Client full or partial advance payment and/or the provision of security, failing which the Contractor is entitled to suspend the fulfilment of its obligations.

Article 13 - Complaints

- 13.1 A complaint with regard to work performed or the invoice amount must, on pain of forfeiture of all claims within 30 days after the date of dispatch of the documents or information about which the Client complains, or, if the Client demonstrates that he could not reasonably have discovered the defect earlier, be made known to the Contractor in writing within 30 days after the discovery of the defect.
- 13.2 A complaint does not suspend the Client's payment obligation, except insofar as the Contractor has indicated to the Client that it considers the complaint to be justified.
- 13.3 In the event of a justified complaint, the Contractor has the choice between adjusting the fee charged, improving or re-performing the relevant work free of charge or not (anymore) performing the assignment in whole or in part against a refund of the fee already paid by the Client in proportion.

Article 14 - Liability

- 14.1 The Contractor is only liable to the Client for a shortcoming in the execution of the assignment insofar as the shortcoming consists in not observing the care and expertise on which the execution of the assignment may be relied upon.
- 14.2 The Contractor undertakes to insure itself in accordance with the rules of the Professional Practice Regulations of the Dutch Association of Tax Advisers (NOB) and to keep insured during the execution of the Assignment against liability for damage resulting from the non-execution, incorrect, late or incomplete execution of Assignments. At the Client's first request, the Contractor must send a copy of the policy conditions of this insurance to the Client free of charge.
- 14.3 Liability for compensation for the damage suffered shall be limited to the amount actually paid out under the insurance referred to in paragraph 2, plus the amount of the deductible. If, for whatever reason, no payment under the insurance referred to in paragraph 2 should take place through no fault of

the Contractor or fault of the Contractor, any liability of the Contractor for a shortcoming in the execution of the assignment as well as for an unlawful act caused by the Contractor is limited to the amount that the Client has paid to the Contractor as a fee (excluding turnover tax) in accordance with the provisions of Article 11 and / or still liable d is in respect of the activities to which the event causing the damage relates or to which it relates, with a maximum of one hundred thousand euros (€ 100,000).

14.4 The limitation of liability referred to in the previous paragraph does not apply insofar as the damage is the result of intent or gross negligence on the part of the Contractor.

14.5 However, the Contractor is not liable for:

- damage caused to the Client or third parties that is the result of the provision of incorrect or incomplete data or information by the Client to the Contractor or is otherwise the result of an act or omission of the Client;
- damage caused to the Client or third parties that is the result of an act or omission of auxiliary persons, the damage engaged by the Client or the Contractor (not including employees of the Contractor), even if they work for an organization affiliated with the Contractor;
- business, indirect or consequential damage caused to the Client or third parties.

14.6 A claim for compensation for damage must be submitted to the Contractor no later than twelve months after the Client has discovered or could reasonably have discovered the damage, failing which the right to compensation lapses. Furthermore, the Client must inform the Contractor of this in writing immediately after discovery of a shortcoming. The Contractor has the right at all times, if and insofar as possible, to undo or limit the damage of the Client by repairing or improving the defective product and / or the defective service.

14.7 The Client is obliged to hold the Contractor harmless and to indemnify it against all claims of third parties - including shareholders, directors, supervisory directors and personnel of the Client as well as affiliated legal entities and companies and others involved in the organization of the Client - arising from or related to the activities of the Contractor on behalf of the Client, except insofar as these claims are the result of intent or gross negligence on the part of the Contractor.

Article 15 - Expiry period

Insofar as these general terms and conditions do not provide otherwise, the Client's rights of action against the Contractor for whatever reason in connection with the performance of work by the Contractor shall in any case lapse after one year after the moment at which the Client became aware or could reasonably have been aware of the existence of these rights.

Article 16 - Choice of law and forum

16.1 All agreements between the Client and the Contractor are exclusively governed by Dutch law.

16.2 Unless the parties expressly agree otherwise in writing, all disputes relating to Agreements between the Client and the Contractor will be submitted to the competent court in the place where the Contractor is established.

16.3 Contrary to the previous paragraph, the Client and the Contractor may opt for a different method of dispute resolution.
