

GENERAL TERMS AND CONDITIONS

(unofficial translation)



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1. DEFINITIONS

In these general terms and conditions, the following definitions shall apply:

Client:	the natural person or legal entity that has instructed the Contractor to perform Services;
Contractor:	George Kosterink, acting for the account and risk of the company of the same name, registered in the Trade Register of the Chamber of Commerce under number 85661554, located at Kwartel 18, 1251 RX in Laren (NH);
Assignment:	the obligation of the Contractor to the Client to perform certain Services, in the broadest sense of the word, whether or not recorded in a Letter of Engagement;
Letter of Engagement:	the written agreement in which the Contractor confirms to the Client to carry out certain Services. The Letter of Engagement is not bound to a fixed form and contains at least a description of the Services and a statement of costs (if the Client is not otherwise aware of the rates charged by the Contractor) in a letter addressed to the Client by e-mail or regular mail;
Services:	all Services performed by the Contractor. The term Services must be interpreted in the broadest sense of the word and in any case includes, but is not limited to, the Services as stated in the Letter of Engagement;
Documents:	all goods made available by the Client to the Contractor, including documents or data carriers, as well as all goods manufactured by the Contractor in the context of the execution of the Assignment, including documents and/or data carriers.

2. APPLICABILITY

- a. These general terms and conditions apply to all Services carried out by the Contractor.
- b. These general terms and conditions form an integral part of the Letter of Engagement.
- c. Deviations from the provisions of these general terms and conditions must be confirmed explicitly and in writing by the Contractor.
- d. The Client's general terms and conditions only apply to the Letter of Engagements entered into with the Contractor to the extent that they do not conflict with these terms and conditions. In case of doubt as to whether such a conflict exists, the general terms and conditions of the Contractor shall prevail.
- e. The Contractor's code of conduct and professional rules form part of these conditions. The Client declares that it will always fully respect the obligations arising thereof.

3. COMMENCEMENT AND DURATION OF THE ASSIGNMENT

- a. The Assignment is concluded and commences at the moment that the Contractor receives a signed copy of the Letter of Engagement, or receives confirmation of the contents of the Letter of

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Engagement by email, or if the Client enables the Contractor to carry out the Services after receiving the Letter of Engagement.

- b. The Letter of Engagement is entered into for an indefinite period unless the nature or scope of the Assignment granted indicates that it has been entered into for a specific period of time.

4. CLIENT DOCUMENTATION

- a. The Client is obliged to make available to the Contractor all information and Documents that the Contractor believes it needs for the correct execution of the assigned Assignment, in a timely manner, in the desired form and manner.
- b. The Client guarantees the accuracy, completeness and reliability of the information and Documents provided, even if they come from third parties, unless otherwise dictated by the nature of the Assignment.
- c. The Contractor has the right to suspend the execution of the Assignment until the Client has fulfilled the obligation referred to in the previous paragraph.
- d. The Client indemnifies the Contractor against damage resulting from incorrect or incomplete data and Documents.
- e. If and insofar as the Client requests this, the Documents made available to the Contractor will be returned.
- f. The Contractor will protect the Client's data and Documents against damage or destruction to the best of its ability. However, the Contractor does not accept any liability for damage to or destruction of Client's Documents.

5. EXECUTION OF ASSIGNMENT

- a. The Contractor determines the manner in which the Assignment is carried out. If possible, the Contractor will take into account timely and responsible instructions from the Client regarding the execution of the Assignment.
- b. The Contractor has the right to have certain Services carried out by a person or third party designated by the Contractor, without notification to the Client.
- c. The execution of the Assignment is not – unless expressly stated otherwise in writing – specifically aimed at detecting fraud. If the Services yields indications of fraud, the Contractor will report this to the Client. The contractor is obliged to comply with the fraud guidelines issued by the professional organizations.

6. (PROFESSIONAL) REGULATIONS

- a. The Client always fully cooperates with the obligations arising for the Contractor from the applicable (Professional) regulations.
- b. The Client is aware that the Contractor - including, but not limited to -:

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- I. may be obliged, on the basis of applicable legislation and (Professional) regulations, to report certain transactions described in that legislation and (Professional) regulations and which became known during the performance of his Services to the authorities established for this purpose;
 - II. will have to report fraud in certain situations on the basis of applicable legislation and (Professional) regulations;
 - III. may be obliged under applicable legislation and (Professional) regulations to conduct an investigation into the (identity of) the Client or the client.
- c. The Contractor excludes any liability for damage that occurs to the Client as a result of the Contractor's compliance with the laws and (Professional) regulations applicable to him.

7. CONFIDENTIALITY

- a. The Contractor is obliged to maintain confidentiality towards third parties who are not involved in the execution of the Assignment. This confidentiality concerns all information of a confidential nature made available to him by the Client and the results obtained through processing thereof.
- b. The Contractor is entitled to use the numerical results obtained after processing, provided that those results cannot be traced back to individual Clients, for statistical or comparative purposes.
- c. Except for the provisions of the previous paragraph, 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. An exception to this is made in the event that the Contractor acts on its own behalf in disciplinary, civil or criminal proceedings in which this information may be important.

8. INTELLECTUAL PROPERTY

- a. The execution of the Assignment by the Contractor does not imply the transfer of intellectual property rights vested in the Contractor. All intellectual property rights that arise during, or arise from, the execution of the Assignment belong to the Contractor.
- b. The Client is expressly prohibited from using the products in which the Contractor's intellectual property rights are contained, or products to which the Contractor has intellectual property rights with regard to the use of which the Contractor has acquired rights of use - which in any case includes but is not limited to: computer programs's, system designs, service methods, advice, (model) contracts, reports, templates, macros and other products of the mind - to reproduce, disclose or exploit.
- c. The Client is not permitted to make the products referred to in the second paragraph available to third parties without the Contractor's prior written permission, other than to obtain an expert opinion regarding the performance of the Services by the Contractor. In that case, the Client will impose its obligations under this article on the third parties engaged by it.

9. FORCE MAJEURE

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- a. If the parties cannot fulfill the obligations in the Letter of Engagement, cannot fulfill them on time or cannot properly fulfill them as a result of force majeure within the meaning of article 6:75 of the Dutch Civil Code, those obligations will be suspended until the parties agree upon execution thereof in an alternative manner.
- b. In the event that the situation referred to in the first paragraph occurs, the parties have the right to cancel the Letter of Engagement in whole or in part and with immediate effect in writing, without any right to any compensation.

10. REMUNERATION

- a. Before the start of the Services the Contractor has the right to suspend the execution of the Services until the Client has paid the Contractor an advance determined in reasonableness and fairness for the Services to be carried out.
- b. The Contractor's fee is not dependent on the outcome of the Assignment and is calculated taking into account the Contractor's usual rates and is payable to the extent that Services has been carried out by the Contractor on behalf of the Client.
- c. The Contractor's fee, if necessary increased by disbursements and declarations from third parties engaged, will be charged to the Client, including any value added tax due, per month and/or after completion of the Services.
- d. If, after the Letter of Engagement has been concluded, one or more of the price factors undergo an increase, the Contractor is entitled to increase the agreed price accordingly, even if that increase is caused by foreseeable circumstances. The Contractor will inform the Client of such a price increase as soon as possible.

11. PAYMENT

- a. Payment of the invoice amount by the Client must be made within 14 days after the invoice date, by means of payment into a bank account to be designated by the Contractor, without any right to discount or debt settlement.
- b. If the Client has not paid within the aforementioned period or within the further agreed period, he is legally in default and the Contractor has the right, without further notice or notice of default, to charge the Client 1% interest per month from the due date, until the date of full payment, without prejudice to the other rights that the Contractor has.
- c. All costs incurred as a result of judicial or extrajudicial collection of the claim will be borne by the Client. The extrajudicial costs are set at least at 15% of the amount to be claimed.
- d. In the event of a jointly given Assignment, Clients are jointly and severally liable for payment to the extent that the Services has been carried out for the benefit of the joint Clients.

12. ADVERTISING

- a. A complaint regarding the Services performed and/or the invoice amount must be submitted in

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writing within 15 days after the date of dispatch of the documents, information or invoice about which the Client is complaining, or within 15 days after the discovery of the defect, if the Client demonstrates that the defect could not reasonably have been discovered earlier, must be made known to the Contractor.

- b. A complaint as referred to in the first paragraph does not suspend the Client's payment obligation.
- c. In the event of a justified complaint, the Contractor has the choice between adjusting the fee charged, improving or re-performing the rejected Services free of charge or not carrying out the Assignment in whole or in part (anymore) against a pro rata refund for the amount already paid by the Client.
- d. If the complaint is not filed in a timely manner, all rights of the Client in connection with the complaint will lapse.

13. LIABILITY

- a. For all direct damage suffered by the Client, in any way related to or caused by non-execution, untimely or improper execution of the Assignment, as well as for an unlawful act, the Contractor is only liable up to a maximum of the amount of the fee for the relevant Assignment over the last calendar year, unless there is intent or equivalent gross negligence on the part of the Contractor. The Contractor is not liable for damage caused by the Client providing him with incorrect or incomplete information.
- b. The Contractor's liability is limited to the maximum payment under the professional and/or business liability insurance taken out by the Contractor.
- c. For all indirect damage, including stagnation in the regular course of business in the Client's company, business damage and damage due to loss of income, in any way related to or caused by an error in the performance of the Services by the Contractor, the Contractor is never liable.
- d. The Client is obliged to take damage limiting measures. The Contractor has the right at all times, if and to the extent possible, to undo the Client's damage.
- e. The Contractor is not liable for damage or destruction of Documents during transport or during dispatch by post, regardless of whether the transport or dispatch is carried out by or on behalf of the Client, Contractor or third parties.
- f. The Client indemnifies the Contractor against claims from third parties due to damage caused by the Client providing the Contractor with incorrect or incomplete information, unless the Client proves that the damage is not related to culpable acts or omissions by the Client or is caused by intent or gross negligence on the part of the Contractor.
- g. The Contractor is never liable for damage to the Client in the event of hiring, secondment or interim assignments.
- h. Unless otherwise provided in these general terms and conditions, rights of action and other powers for whatever reason against the Contractor in connection with the performance of Services by the Contractor will in any case lapse after 1 year after the moment at which the Client became aware or could reasonably have been aware of the existence of these rights and powers.

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14. TERMINATION

- a. The Client and the Contractor can cancel the Letter of Engagement at any time. If the Letter of Engagement ends before the Assignment is completed, the Client owes the fee in accordance with the hours specified by the Contractor for Services performed on behalf of the Client.
- b. If there is an assignment for administrative services, whether in the form of a temporary employment, secondment or interim assignment or regular administrative services, the notice period for the Client is three months. If the Client no longer wishes to receive the services during the notice period, he will owe a fee equal to the amount invoiced for the previous three-month period.
- c. If a price agreement has been made for a certain period and the Client cancels the assignment prematurely, the Client owes the remaining installments to the Contractor, regardless of whether this Services has been or will be carried out.
- d. Termination must be communicated to the other party in writing.
- e. If and insofar as the Contractor terminates the Letter of Engagement by giving notice, he is obliged to do everything that the circumstances require in the interests of the Client.
- f. If, after termination of the Letter of Engagement, the Contractor carries out Services in the context of transferring the Services, the Contractor is entitled to charge the Client for these Services at the applicable hourly rates.

15. RIGHT OF SUSPENSION

- a. The Contractor is authorized to suspend the fulfillment of all its obligations, including the delivery of Documents or other items to the Client or third parties, until all due claims on the Client have been paid in full.
- b. The first paragraph does not apply with regard to Documents of the Client that have not (yet) been processed by the Contractor.

16. ELECTRONIC COMMUNICATIONS

- a. During the execution of the assignment, the Client and the Contractor communicate with each other by means of e-mail, telephone, SMS, WhatsApp, Zoom, Microsoft Teams, Google Meet and all comparable and other electronic means of communication.
- b. The Client and the Contractor are not liable to each other for damage that may arise from the use of electronic means of communication, including - but not limited to - damage resulting from non-delivery or delay in the delivery of electronic communications, interception or manipulation of electronic communications by third parties or by software/equipment used for sending, receiving or processing electronic communications, transmission of viruses and the failure or improper functioning of the telecommunications network or other means required for electronic communications, except for insofar as the damage is the result of intent or gross negligence.

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- c. Both the Client and the Contractor will do or refrain from doing everything that can reasonably be expected of each of them to prevent the occurrence of the aforementioned risks.
- d. The data extracts from the sender's computer systems provide compelling evidence of (the content of) the electronic communication sent by the sender until proof to the contrary has been provided by the recipient.

17. ONLINE SERVICES

- a. If the services include the use of software, the following additional provisions apply.
- b. To the extent that the Contractor and/or Client use software managed by third parties, the Contractor is not liable for any damage caused by the use of this software, for any error, lack of availability or other consequences of the use of the software.
- c. In the case of use of software, the terms and conditions of the relevant supplier also apply to the Letter of Engagement between the Contractor and the Client.

18. PRIVACY

- a. The Contractor exercises the utmost care when managing personal data and respects the privacy of all Clients.
- b. The (personal) data that the Contractor receives from the Client in the context of the performance of the Services is stored locally and in the Cloud using appropriate security measures.
- c. A data leak, hack or other cause resulting in this information becoming visible to third parties cannot be ruled out, despite the use of appropriate security measures. In the event of a data breach, the Contractor will inform the Client immediately, but with due care, and, if necessary, report the data breach to the Dutch Data Protection Authority.
- d. Costs and damage suffered in connection with the data breach will be borne by the party where the costs or damage is incurred.
- e. Unless otherwise determined or required by law and regulations, the Client agrees that the Contractor will retain the (personal) data for 10 years after termination of the Services. After this period, the data will be encrypted and archived offline or deleted depending on the nature of the data.
- f. The Client has the right at all times to request the Contractor to provide the available data, to adjust the available data or to delete the available data. The Contractor is obliged to comply with the Client's requests, except and insofar as the request cannot be met based on legislation and regulations.
- g. Advice, (tax) returns, models, memoranda, interview reports, etc. drawn up by the Contractor do not fall under this provision.

19. DATA PROCESSING

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- a. In the performance of the Services, the Contractor will have access to personal data of the Client and persons associated with the Client, including, but not limited to, employees, owners, directors, family members, and partners of the aforementioned persons.
- b. The Client gives the Contractor permission to use the information that the Client provides to the Contractor by the fact that it is provided.

20. GOVERNING LAW AND CHOICE OF FORUM

- a. Dutch law applies to all Letters of Engagement between the Client and the Contractor to which these general terms and conditions apply.
- b. All disputes relating to Letter of Engagements between the Client and the Contractor, to which these terms and conditions apply and which do not fall within the jurisdiction of the subdistrict court, will be settled by the competent court in the district in which the Contractor is domiciled.

21. REPAIR CLAUSE VOID

- a. If any provision from these general terms and conditions or from the underlying Assignment is wholly or partly void and/or not valid and/or unenforceable, as a result of any legal provision, court decision or otherwise, this will not affect the validity of all other provisions of these general terms and conditions, or the conditions agreed upon when entering into the underlying Assignment.
- b. If a provision of these general terms and conditions or the underlying Assignment is not valid for a reason as referred to in the previous paragraph, but would be valid if it had a more limited scope or different scope, then this provision will automatically apply with the most comparable version of said provision in alignment of the initial intention of parties.
- c. Without prejudice to the provisions of the second paragraph, the parties may, if desired, enter into consultation in order to agree on new provisions to replace the void or annulled provisions. This will be done as closely as possible with the purpose and scope of the void or annulled provisions.

Laren, June 1, 2022

Note: These general terms and conditions are an unofficial translation of the Dutch version, for the purpose of informing clients of the contents thereof. The unofficial translation is provided for that reason only and will never replace the original Dutch version.