

General Terms and Conditions of Joanknecht B.V.

1. General

1. For the purposes of these General Terms and Conditions the term 'general conditions' means: these General Terms and Conditions in their current version.
2. For the purposes of these General Terms and Conditions the term activities means: the contractor providing services on the instructions of the client without any subordinate relationship and not within the scope of employment or contracting for work, under the conditions as included in the order confirmation and these General Terms and Conditions such as:
 - a. an external auditor or IT auditor in the broadest sense of the word, without aiming for completeness, providing assurance with regard to statements, future-oriented information, or the setup, existence and operation of control measures, all this in the broadest sense of the word;
 - b. an accountant or as a tax consultant in the broadest sense of the word such as, without aiming for completeness, organising and/or conducting records, preparing annual accounts and providing the compilation statements in this respect, analysing and/or interpreting details derived from records, providing software and automation packages of third parties, carrying out fiscal activities insofar as they arise from or are associated with the activities set out above, preparing income tax returns, giving accounting, fiscal and organisational advice in the area of management, personnel organisation, records and automation and fiscal advice, all this in the broadest sense of the word;
 - c. a financial-legal adviser in the broadest sense of the word such as, without aiming for completeness, advising a party (or his counsel) in a legal action, acting as a mediator in a conflict between parties, acting as or advising a trustee or administrator, acting as an arbiter, or a third party charged with giving a binding opinion or a court expert, analysing and/or interpreting details derived from records, performing agreed specific activities, carrying out person-oriented research, performing fiscal activities insofar as they arise from or are associated with the activities set out above, all this in the broadest sense of the word;
 - d. a corporate finance adviser in the broadest sense of the word such as, without aiming for completeness, carrying out transaction-related consultancy services (such as transaction evaluation or due diligence support, whether or not initiated by the vendor and either comprehensively or limited in scope, assistance in preparing and analysing valuation models or forecasts; business valuations including conclusions with regard to values; supporting the development of a business plan; assistance in drawing up or analysing of purchase or sale contracts in particular focussed on settlement mechanisms or on specific accounting aspects with regard to guarantees; assistance in public tenders; assistance to a vendor or acquirer of funding in relation to providing information to purchasers or financiers and advising with regard to optimising this process (formulating information memos, setting up data rooms); strategic and commercial analyses; supporting negotiations; assistance in re-financing and restructuring; and advising in and giving guidance to integration processes, performing and advising with regard to contracts in order to bring parties together, all this in the broadest sense of the word;

- e. a payroll adviser in the broadest sense of the word such as, without aiming for completeness, providing services without any subordinate relationship and not in employment or contracting for work, such as organising and/or conducting payroll accounts, analysing and/or interpreting details derived from payroll accounts, providing software and automation packages and carrying out fiscal activities insofar as they arise from or are associated with the activities set out above, giving accounting, fiscal and organisational advice in the area of personnel organisation, payroll accounts and automation, all this in the broadest sense of the word;
 - f. a secondment agent (providing third parties with personnel in the broadest sense of the word).
3. For the purposes of these General Terms and Conditions a contract for services means the agreement between the contractor and the client with regard to carrying out activities, all this as determined in the order confirmation and the General Terms and Conditions.
 4. For the purposes of these General Terms and Conditions the order confirmation means the written record of the contract.
 5. For the purposes of these General Terms and Conditions the client means the natural person or legal entity instructing the contractor to carry out the activities.
 6. For the purposes of these General Terms and Conditions the term contractor means: Joanknecht B.V.
 7. For the purposes of these General Terms and Conditions the 'party affiliated to the client' or an expression of equal purport means: a sister or parent company or subsidiary of the contractor or a legal entity otherwise affiliated to the contractor in a group, including the other entities of Joanknecht.
 8. For the purposes of these General Terms and Conditions the term employee(s) means: employee(s) of the contractor, including persons carrying out activities on behalf of the contractor not under an employment contract such as shareholders of the contractor, and any third parties and/or assistants engaged by the contractor.
 9. All contracts for the performance of activities are exclusively accepted and carried out by the contractor, setting aside the provisions in Sections 7:404 and 7:407 subsection 2 and Section 7:409 of the Dutch Civil Code.
 10. The client can only sue the contractor on account of the activities and can only exercise any rights of action or rights of recourse arising from the activities against the contractor and not against any directors, shareholders, employees, affiliates of the contractor or third parties and/or assistants engaged by the contractor. The contractor and client are both independent contracting parties and cannot be considered as each other's representative, distributor, (joint venture) partner, co-owner or asset manager. The contractor can only act as the representative of the client pursuant to a written power of attorney signed by both parties.
 11. If the client and the interested party in the performance of the activities are two different natural persons and/or legal entities and the one is a shareholder, owner, partner, director, supervisory director or group company of the other, the client will guarantee that the (other) interested party(ies) agree(s) fully with the provisions in the General Terms and Conditions, the order confirmation and the activities, failing which the client indemnifies the contractor against all damages arising from violation of this guarantee.

2. Applicability

1. These General Terms and Conditions are applicable to all legal relationships between the contractor and the client, including all offers, quotations, instructions, legal relationships and agreements whereby the contractor undertakes or will undertake to provide the activities for the client, except insofar as the applicability of the General Terms and Conditions is excluded or limited pursuant to legislation and/or regulations or pursuant to a written agreement and subject to any amendments to the General Terms and Conditions which must be confirmed explicitly in writing by both parties.
2. The applicability of purchase conditions and/or other (general) conditions of the client is explicitly rejected by the contractor.

3. The formation of the contract for services

1. The contract for services forms the entire agreement between the contractor and the client with regard to the activities. In interpreting the contract for services any statements and other events before the formation of the order confirmation are not taken into account with the exception of what has been specifically included in the order confirmation. The contract for services replaces any previous written and verbal agreements, quotations, arrangements and statements with regard to the subject of the contract for services. Any amendments to the contract for services will only be valid if they have been laid down in writing on the understanding that the extent of the activities as described in the order confirmation can be amended in writing by the parties in mutual consultation, including by e-mail or fax.
2. If the contractor has already carried out activities (advising, gathering information etc.) the contract for services will have a retroactive effect with regard to those activities.
3. The contract for services is formed at the moment that the contractor has received the order confirmation signed by the client and the contractor and will have retroactive effect - insofar as this is applicable - to the moment at which the contractor commenced the activities with regard to the contract for services.
4. The parties are free to prove that the contract for services has been formed in another way.
5. The contract for services is entered into for an indefinite period of time unless the parties have explicitly agreed otherwise or it ensues from the nature, contents or purport of the contract for services that it has been entered into for a fixed term.

4. Amending and/or supplementing the contents of the contract for services

1. If and insofar as the contractor deems it necessary and/or desirable for the proper performance with due care of the contract for services he is entitled to carry out more activities (or have them further carried out) than the activities as they are agreed according to their nature and/or extent.
2. The contractor will inform the client as soon as possible about these extra activities. The usual fee arrangements will apply to these extra activities.

5. Obligations of the contractor and the performance of the activities

1. The contract for services only includes obligations on the contractor to perform to the best of his abilities. The contractor will carry out the activities with due observance of the care of a reasonably competent professional service provider acting reasonably.
2. The contractor will in principle determine at his discretion the way in which the activities are carried out as well as which person or persons from his business will carry out the activities. The client is free to give further directions yet the contractor is free to assess whether they are in line with the contract for services and with the way in which the activities should be carried out in accordance with the provisions in this Clause.
3. If a plan is included in the order confirmation or in other documents agreed in writing by the contractor, the contractor will make reasonable efforts to carry out the activities according to that plan. However, unless explicitly otherwise agreed in writing by both parties, all dates or periods for activities mentioned by either party will have the nature of an estimate and cannot be considered as deadlines. The client is not entitled to dissolve the contract for services due to a period having been exceeded and the contractor will under no circumstance be liable for damages as a result of exceeding a period.
4. Unless explicitly otherwise agreed in writing the contractor will not advise about and the contractor is not responsible for (i) the financial and/or accounting of transactions arising from the activities and/or the financial reporting in connection with the activities, and (ii) (the assessment of) legal aspects or giving answers to questions of law.
5. Unless explicitly otherwise agreed in writing, the activities to be performed by the contractor will not be concentrated on detecting fraud. If the contractor is of the opinion or has a reasonable suspicion that the activities generate indications of fraud, the contractor will be obliged to comply with the regulations with regard to reporting fraud arising from the code of conduct, professional rules and legislation applicable to the professionals involved in the contract for services.
6. In performing the activities and in the interest of the contract for services the contractor can engage third parties (including parties affiliated to the contractor and/or their employees) if there is agreement between the parties in this respect or if this entitlement of the contractor arises from the content, nature or purport of the contract for services or he considers that it is necessary for a correct and prompt performance. If the client wants to engage third parties in the performance of the contract for services, he will only be entitled to do so after written approval by the contractor.
7. In completing the contract for services the contractor can produce written documents or work products for the client (advice, reports, written confirmation of previous advice given verbally, (final) reports, etc.), or verbal advice. During the performance of the activities the contractor can verbally exchange ideas with the client and/or show the client draft or interim advice, reports, presentations or otherwise any work products in draft form. The final, written version of such draft or verbal advice provided to the client, replaces any previous drafts or verbal advice. If the client takes a draft or verbal advice as a starting point or relies on it or allows himself to be guided in connection with an act or omission, this will be fully at the client's own expense and risk and the client must inform the contractor of this in advance after which the contractor will confirm the respective advice in writing.
8. The Contractor is not obliged to update the advice, reports and/or results of the activities in connection with events that have taken place after having provided the final version of the advice, the report and/or the outcomes.

9. All advice, opinions, expectations, recommendations, predictions or statements otherwise given by the contractor as part of the activities will under no circumstance be considered as a guarantee with regard to future events and/or circumstances.
10. The client cannot demand from the contractor (and will not rely on it) that the contractor is aware of information known by other professionals or employees of the contractor or by other parties affiliated to the contractor, not involved in the performance of the activities under the respective contract for services.
11. In the manner of performing the activities the contractor will comply with the legislation and regulations applicable to the contractor and the persons performing the work in connection with the contract for services, including codes of conduct and professional rules and/or regulations applicable to the respective professionals. The respective rules will always form an integral part of the contract for services and the client declares that he will fully respect the obligations arising from these for the contractor.

6. Obligations of the client

1. The determination (and verification) that the (nature and extent of the) activities are in accordance with the needs of the client is the exclusive responsibility of the client.
2. The client shall ensure (on his own initiative as well as at the request of the contractor) that all details required by the contractor at his discretion for an adequate performance of the contract for services will be put in the possession of the contractor within due time, in the required form and in the required way. The client shall also, on his own initiative as well as at the request of the contractor, fully cooperate with the contractor as deemed necessary by the latter for the performance of the activities. The client is responsible for and guarantees the accuracy, completeness, lawfulness and reliability of the details provided to the contractor, even if they originate from third parties.
3. If any activities are carried out at a location of the client or the (computer) systems and networks of the client are used, the client will be fully responsible for the necessary access, facilities, safety procedures, licenses and consents. If the activities are (partly) carried out, outside the site of the contractor, the client will be responsible for the adequate workspaces and other facilities which are necessary to carry out the activities and which meet all the (legal) requirements set on them.
4. The client will ensure that the contractor is immediately informed of all facts and circumstances which might be relevant in connection with the correct performance of the activities.
5. The contractor will not be liable for the damages suffered by the client arising from the client or third parties (i) not, not within due time giving information or giving incorrect or incomplete information or withholding facts and circumstances which might be relevant in connection with a proper performance of the activities and (ii) incorrectly representing the state of affairs.
6. The client will provide, on request as well as voluntarily, such full cooperation as the contractor deems reasonably necessary from the client for the adequate performance of the activities. The client shall provide this cooperation promptly and in the required form and in the required way.
7. The contractor is entitled to suspend the performance of the contract for services until the moment at which the client has fulfilled the obligations set out in this Clause. The extra costs and extra fee arising from the delay in the performance of the activities caused by not, not within due time or not properly providing the required details and/or facilities or by not, not within due time or not properly providing cooperation will be at the expense of the client.

8. The details built up by the contractor, apart from the personal details processed by the contractor in connection with his service provision and on the instructions of the client, are and remain the property of the contractor.
9. The client himself is solely responsible and liable for: (i) the administration and management of the client's business, the taking of all business decisions and the fulfilment of all management positions in the client's enterprise and all his own business matters, (ii) the assessment of the results of the activities and to what extent they are sufficient, (iii) the decisions of the client with regard to the use and implementation of the advice, recommendations or other outcomes of the activities and (the extent to which) his acts are based on these, and (iv) the decisions taken by the client which affect (or might affect) the activities and/or their outcomes.

7. Fee

1. The client is obliged to pay to the contractor the agreed fee and the costs (including the costs of third parties engaged).
2. If the contractor deems it desirable, the contractor will be entitled to require from the client a reasonable advance on the fee for the activities still to be performed. The contractor will be entitled to suspend the commencement of his activities until the advance has been paid or sufficient security has been furnished for it.
3. The fee of the contractor does not depend on the outcome of the activities.
4. The fee of the contractor is determined on the basis of an hourly fee rate unless otherwise agreed in writing. The value added tax will be at the expense of the client. If requested by the client, prior to the commencement of his activities the contractor will make a statement of the estimated costs in connection with the activities to be carried out by him and/or (a) third party(ies), but unless otherwise agreed in writing the invoiced amount may differ from previous quotations and estimates. If the client and the contractor have not agreed a fixed amount for a certain contract for services or per calendar year or financial year, the fee will be determined on the basis of the hourly fee rate and the total hours spent by the contractor.
5. The amount of the hourly fee rate is determined by the financial interest of the activities to be carried out by the contractor, the person and experience of the contractor and the extent of the activities. The contractor is entitled to adjust the fee during the contract for services in connection with an increase in wages and/or costs.
6. The client is obliged to reimburse the expenses (including the costs of third parties) incurred by the contractor in performing the contract.
7. Payment by the client shall take place without any deduction, setoff or discount within 30 days after the invoice date. By the mere lapse of this period the client will be in default by operation of law and the contractor will be entitled without any further notice of default being required to charge the statutory commercial interest (6:119a of the Dutch Civil Code). After each full year that the client has been in default, compounded interest will have to be paid until the date of payment in full.
8. If at the discretion of the contractor the payment history or the financial position of the client would give rise to it, the contractor will be entitled to demand that the client provides sufficient security for the fulfilment of his payment obligations. For as long as the client has not furnished the securities demanded by the contractor, the contractor will be entitled to suspend the performance of the agreement and any amount that the client owes to the contractor will be immediately due and payable.

9. If the client does not pay the fee within the agreed period, the client will be liable to the contractor for the extrajudicial costs to be incurred by the contractor which are fixed at 15% of the outstanding amount or the actual costs should they be higher.
10. If the client does not pay the fee within the agreed period and as a result of this the contractor starts legal action, the client will be liable for all the court costs incurred by the contractor including in any event the costs of court fees, costs of engaging of (a) third party(ies) such as an advocate or bailiff, with a minimum of an amount equal to the liquidated costs of litigation.
11. If the contract for services is carried out for multiple clients, if and insofar as the activities are carried out for them jointly, these clients will be jointly and severally liable for the fulfilment of the payment obligations arising from the contract.

8. Secrecy

1. Subject to the obligations which statutory and professional rules impose on them with regard to disclosure of certain details, the contractor and client are obliged to observe secrecy towards any third parties not involved in the performance of the contract for services with regard to all information provided to them by the other party and the results obtained by processing these. This secrecy relates to all information of a confidential nature.
2. The contractor is not entitled to use the information provided to him by the client for any other purpose than that for which it was obtained. However, an exception to this is made in the event that the contractor acts for himself in a disciplinary, civil or criminal procedure in which these documents might be of relevance. There is also an exception for statistical or similar purposes provided those outcomes cannot be traced back to information with regard to individual clients. The contractor also reserves the right - in connection with advertising and reference purposes - to use the name of the client, to indicate what type of activities he has performed for the client and to mention all those details which have already been made generally known via the media.
3. If the contractor is considered or threatens to be considered as the co-perpetrator of an offence or crime, he will be entitled to disclose records or other information of the client to the tax inspector, to the court and/or to a counsel or other adviser engaged by the contractor in this connection, if this disclosure by the contractor is deemed necessary in connection with the contractor putting up a defence.
4. Unless prior consent in writing has been granted to this end by the contractor, the client shall not disclose the contents of reports, advice or other statements by the contractor, whether or not in writing, which have not been drawn up or made with the purpose of providing third parties with the information laid down in them. The client will also ensure that third parties cannot inspect the contents meant in the previous sentence.
5. This Clause does not relate to information which is already in the public domain or which has already otherwise come to the notice of the parties without this being the consequence of an unlawful disclosure.
6. The contractor is allowed to disclose information as meant in this Clause when this is required by virtue of the law or a court decision or to comply with the regulations and binding decisions of the competent regulatory bodies or in order to exercise his rights and obligations pursuant to the law, the activities, this or any other agreement.
7. The contractor and the client will impose their obligations under this Clause on any third parties they engage.
8. The contractor is entitled to share confidential information with regard to the client and the activities with parties affiliated to the contractor.

9. Independence

1. The contractor is not bound to a prohibition or a limitation of his right to provide at his sole discretion advice or other services of any type or nature whatsoever to any natural persons or legal entities whatsoever, or to develop works for himself or for third parties competitive with or similar to works which have been produced during or in connection with the contract for services. Therefore the contractor will at all times be free to provide services to another party having an interest which is competitive or conflicting with the interests of the client, except in the case and insofar as the interests of that other party compete or conflict specifically and directly with the interests of the client with regard to the subject of the contract for services. In that case employees and/or parties affiliated to the contractor other than the attending professionals will indeed be allowed to carry out activities for that other party.
2. The client will inform the contractor forthwith if the client is aware of consultancy activities (or the intention to do these) with regard to an interest in competition or conflicting with the interests of the client.
3. The client will enable the contractor to comply with all current legislation and regulations with regard to independence and will inform the contractor immediately (on request or voluntarily) about the legal structure, the control structures and financial setup of the client or the group of which the contractor is a member.

10. Saving information

1. With regard to the contract for services the contractor will maintain a file and take suitable measures to guarantee the confidentiality and the safekeeping of the file. The files are and remain the property of the contractor and will be retained during a period suitable for a professional practice with due care and with due observance of the applicable legislation and regulations.
2. If the information of the client saved by the contractor or third parties becomes damaged or is destroyed, the contractor will not be liable for this. This also applies to damage or destruction of the information during transport or transmission regardless of whether the transport or the transmission took place by or on behalf of the client or third parties.
3. If and insofar as, in connection with the damage or the destruction of the information provided by the client to the contractor, third parties hold the contractor liable or if they pretend legal actions against the contractor, the client will safeguard and indemnify the contractor in this respect.

11. Intellectual property

1. The contractor reserves all his rights with regard to the intellectual property attached to the products which he manufactures, uses or has used in performing the contract for services and the activities. All intellectual property rights used or developed by the contractor during or in relation to or arising from the contract for services are and remain the property of the contractor.
2. The client is explicitly prohibited from directly or indirectly reproducing, disclosing or operating the products and the results of the activities of the contractor, including computer programs, system designs, methods, advice, (model) contracts and other products in the broadest sense of the word, whether or not by engaging third parties.

3. The client is not allowed to hand over or disclose to third parties the intellectual property rights as meant in this Clause, other than when obtaining an expert opinion with regard to the activities of the contractor.

12. Liability and complaints

1. The client shall submit a complaint in writing to the contractor with regard to the activities and/or the invoice amount within [60] days after the despatch date of the documents, invoice or the information complained of, or within [60] days after having discovered the defect if the defect could not demonstrably and reasonably have been discovered sooner. Exceeding this period will result in the client losing the rights to obtain fulfilment and/or otherwise compensation or a remedy with regard to the respective defect and/or complaint.
2. Any complaints about the activities and/or the invoice amount will not suspend the payment obligation of the client.
3. In the event of justified complaints by the client, the client will be entitled (to be determined at the sole discretion of the contractor) to either: (i) an adjustment of the invoice amount charged or (ii) an improvement or re-performance of the rejected activities without additional costs, or (iii) not (or no longer) carrying out in whole or in part the contract for services, whereby any amounts paid in advance will be refunded proportionately by the contractor.
4. The contractor will only be liable to the client if the client demonstrates that the client has suffered damages due to a material error by the contractor which would have been avoided if he would have acted with due care and only for direct loss which is the immediate and direct consequence of that material error.
5. The liability of the contractor, his employees and/or parties affiliated to him who are involved in the activities towards the client for any reason whatsoever, will be limited to an amount of not more than three (3) times the fee(s) which the client paid to the contractor on account of the respective contract for services, with a maximum of the fee(s) paid in one full year on the basis of the respective contract for services. All this applies subject to intention or conscious recklessness on the part of the management staff of the contractor.
6. The contractor will under no circumstance be liable for indirect loss (including, but not limited to, lost profits, loss of goodwill, loss of business relations for instance arising from any delay, loss of data, missed savings, loss due to business interruption, etc.) whatsoever and suffered by whomsoever, subject to intention or conscious recklessness on the part of the management staff of the contractor.
7. The contractor is not liable for damages which could have only been prevented by an act or omission that would have been in conflict or incompatible with legislation and regulations applicable to the contractor or with the codes of conduct and professional rules applicable to the professionals involved in the performance of the contract for services.
8. Apart from the cases mentioned in paragraphs 4 and 5 of this Clause the contractor will not be obliged to compensate for any damages.
9. The contractor can set off the obligation to compensate the damages against the unpaid invoices and the interests and costs arising from them. In engaging third parties the contractor will be obliged to observe due care but will not be liable for any errors by and/or shortcomings of these third parties. Any exceptions to this situation form those cases of third parties who act as subcontractors and under the responsibility of the contractor.

10. The limitations of liability included in this Clause are effective with regard to the contractor (himself) as well as his employees (individually as well as jointly), as well as any third parties engaged by the contractor.
11. No party other than the contractor (whether or not engaged in the activities) will be liable for any loss of the client in connection with the activities and/or the contract for services. The limitations of liability included in this Clause are also effective with regard to all other parties affiliated to the contractor and their employees (whether or not engaged in the activities).
12. The contractor will at all times be entitled to undo the loss suffered by the client in a way that is suitable to and is in line with the contents of the contract for services and the nature of the activities.
13. The client is obliged to take damage-limitation measures.
14. If despite the provisions in the previous paragraphs of this Clause the contractor is held liable at law for the loss suffered by the client, that liability will in all cases be limited to the amount of €200,000 per event, whereby a series of related events is considered as one single event.
15. If despite the provisions in the previous paragraphs of this Clause the contractor is held liable at law for the loss suffered by the client, that liability will in all cases be limited to a maximum of (i) the amount that will be paid by the insurer of the contractor with regard to the respective event or - if no insurance was taken out by the contractor - (ii) the amount that an insurer would reasonably have paid with regard to the respective event if the contractor would indeed have taken out an insurance if and insofar as such an insurance would be usual in the contractor's sector or could have been taken out under reasonable conditions.

13. Indemnity

1. The client will hold the contractor, his employees and the parties affiliated to him harmless with regard to and will indemnify them for all losses suffered by them in connection with all claims by third parties arising from or associated with the activities carried out (and still to be carried out) for the client unless these claims are the result of intention or conscious recklessness on the part of the management staff of the contractor and/or the parties affiliated to him. This indemnification shall also apply to any damages or (court) costs sustained or incurred by the contractor in connection with any such claim.
2. This indemnification shall not apply to contracts for auditing the annual accounts as meant in Section 2:393 of the Dutch Civil Code.
3. This indemnification is also stipulated for the employees of the contractor, both individually as well as jointly, as well as the parties affiliated to him who are engaged by the contractor for the performance of the activities.

14. Force majeure

1. If the contractor cannot or cannot properly perform his obligations under the contract for services as a direct or indirect result of circumstances or causes beyond his reasonable control, also explicitly including a stagnation in the regular operations in the business, including illness of employees, the contractor will not be liable for any losses and the performance of the obligations will be suspended until the moment the contractor will again be able to resume the activities in the agreed way.

2. If a force majeure situation occurs on the part of the contractor and has lasted for two months, the client will be entitled to terminate in writing the agreement in whole or in part with immediate effect. The period of two months referred to above will not apply if it cannot reasonably be required from the client that the agreement will continue longer after the occurrence of the force majeure situation. In the event of termination the client will not be entitled to any compensation.

15. Term of forfeiture

1. Insofar as not otherwise provided for in the General Terms and Conditions, the rights of action and other entitlements of the client with regard to the contract on any account whatsoever will be forfeited in any event one (1) year after the moment at which the client became aware or could reasonable have been aware of the existence of these rights and entitlements.

16. Electronic communication

1. During the performance of the contract for services, the client and the contractor can communicate with each other by electronic means. Contrary to the provisions in Clauses 5 and 12 of the General Terms and Conditions the contractor will not be liable for losses which are suffered by the client as the result of the use of electronic means of communication, including but not limited to, losses as the result of non-delivery or delay in the delivery of electronic communication, interception or manipulation of electronic communication by third parties or by software/equipment used for sending, receiving or processing electronic communication, transmission of viruses and the non-operation or incorrect operation of the telecommunications network or other means required for electronic communication, except and insofar as the losses are the result of the contractor's intention or gross negligence.
2. Sending and receiving files and messages electronically is exclusively intended for exchanging data and information and not for exchanging declarations of intent aimed at the other party unless the parties explicitly agree in writing otherwise.
3. The contractor does not warrant the accurate, complete and/or temporary transfer of a message or file sent via file exchange or electronic mail. The contractor has no influence on the data communication means, computer systems and applications by means of which a message or file is sent so that the contractor does not accept any liability for loss as a result of the use of those means.
4. The computer systems of the contractor provide conclusive evidence of (the contents of) the electronic communication sent by the contractor. In the event of any doubts about the accuracy or completeness of a message or file received by the contractor from the client, the contents of the message or file sent by the contractor, considered on the basis of the contractor's computer systems referred to, will be decisive.
5. A message or file sent by the client is deemed to have been received by the contractor if the client has received an acknowledgement of receipt of the message or file by the contractor or the message and/or file appears otherwise to have been received by the contractor. The contractor is not liable for damages caused by the use by the client of the Joan.^{nu} clients portal and/or an application linked to it. The contractor will make efforts to keep the clients portal and the online service available for the client but cannot guarantee its availability at all times and therefore does not accept any loss suffered by the client as a result of (parts of) the clients portal not being available or not operating properly.

6. The rights with regard to the Joan.^{nu} clients portal and online services are vested in the contractor, insofar as those rights are not (also) vested in third parties. The rights with regard to the information which comes to the notice of the client via the Joan.^{nu} clients portal and the online services are vested in the contractor. The client is not allowed to circulate, reproduce or edit (parts of) this information unless this has been explicitly agreed in writing with the contractor. The client is allowed to make a reproduction of this information for his own personal use.
7. Subject to the explicit prior consent in writing of the contractor, the client is not allowed to use data exchange services of third parties, at any rate other data exchange services than the Joan.^{nu} clients portal for electronic communication with the contractor. The contractor does not accept any liability for damages as a result of the use by, on behalf of and at the request of the client of data exchange services other than the Joan.^{nu} clients portal.

17. Privacy

1. The contractor will process the personal data in connection with the contract awarded by the client in accordance with the obligations resting on it arising from the applicable privacy legislation and regulations including, but not limited to the Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens*) (until 25 May 2018) and the General Data Protection Regulation ('GDPR') (from 25 May 2018 onwards). Insofar as the contractor can be considered as the party responsible to the client for processing personal data in connection with the service provision, he will only process those data that are necessary in connection with his service provision, client accounts and for the management of the Joan.^{nu} clients portal. These client data are only accessible to the contractor and the client and shall not be provided to any third parties unless the contractor is obliged to do so pursuant to legislation and/or regulations.
3. If the client and the contractor jointly determine the purpose and resources for the processing, pursuant to Article 26 of the GDPR they are considered as a joint controller. As the initial provider of personal data the client is the primary point of contact for the data subjects. In the capacity of joint controller the client will therefore be primarily responsible for (dealing with) a request from a data subject that has been submitted on account of Chapter III of the GDPR ('Rights of data subjects'). If the contractor receives such a request, it will pass this on to the client and inform the data subject of this. The client shall immediately, at the latest within the applicable statutory time frames respond to the data subject in connection with the request. If the cooperation of the contractor is required in order to deal with such a request, the client will contact the contractor. For the rest the contractor shall in principle not contact the data subjects directly, except to the extent that this arises from the contract. The provisions in this paragraph 3 will not impair a data subject from exercising his rights under the GDPR towards each of the joint controllers.
4. If the client and the contractor are joint controllers and there is a security breach of personal data processed in connection with the service provision as meant in Article 33 GDPR ('Data Leak') the parties shall immediately, but at the latest within 48 hours after the Data Leak, consult each other with regard to the consequences of the Data Leak and the actions to be taken by each of the controllers. The client and the contractor will provide each other with all necessary assistance in fulfilling the obligations on account of Articles 33 and 34 of the GDPR, more in particular when this relates to the notification of the Data Leak to the supervisory authority and/or the data subject.

5. The contractor is allowed to provide client details to requesting parties to whom certain personal data must be provided or with whom they should be lodged by law. The contractor is only allowed to provide client data to other parties via electronic data transfer if this has been explicitly agreed with the client.
6. The contractor will take adequate technical and organisational measures to protect (personal) data to be processed under its responsibility against loss or any form of unauthorised processing (including unnecessary collection or further processing). These measures will guarantee - taking into account the latest technology, the extent, context and the processing purposes and the costs of the implementation - a suitable level of protection considering the risks involved in the processing and the nature of the data to be protected. More in particular this entails that secure connections shall be used. These are based on an HTTPS connection on the basis of standard SSL technology. The secure connections are to be provided with the digital SSL certificate of a reputable certificate issuing authority. The certificates used by the contractor are covered by the system of electronic identification authorised by the authorities.
7. The client will enable the contractor to establish and maintain a suitable security level as referred to above. Insofar as means of authentication are assigned to the client for access to the client platform and the content present on it, the client will be obliged to handle these access and identification codes with due care and to provide them only to authorised users. The contractor will never be responsible for losses or costs arising from any use or abuse of the means of authentication, except insofar as this abuse is the result of intention or gross negligence on the part of the contractor.

18. Premature termination

1. The client and the contractor are at all times entitled to terminate the contract for services by means of a notice of termination. No judicial intervention is required to this end. Such a termination must take place by a registered letter and with due observance of a reasonable notice period.
2. The contractor and the client are only entitled to dissolve the contract for services (with immediate effect) if the client or the contractor:
 - becomes bankrupt, or an application to this end has been submitted;
 - has been granted a moratorium or an application to this end has been submitted;
 - discontinues the business operations; or
 - fails attributably in fulfilling a material obligation on account of the contract for services and is in default in this respect (as meant in Section 6:81 of the Dutch Civil Code).
3. The contractor is also entitled to dissolve the contract for services with immediate effect if a change in the control of (the business of) the client takes place.
4. Upon termination on the basis of this Clause the contractor will keep his right to payment of invoices for activities already performed and those still to be performed in consultation. The payment obligations of the client with regard to activities already performed will become immediately fully due and payable upon termination of the contract for services.

19. Non-solicitation

1. The client shall not directly or indirectly approach any persons employed by or working for the contractor, who during the performance of the activities had direct and substantive contact with (employees of) the client, allow these persons to work for him or employ them during the contract for services as well as during a period of twelve (12) months after its termination.
2. In the event of a violation of this provision the client will forfeit to the contractor an amount equal to one hundred percent (100%) of the basic annual salary of the respective employee in his/her new position. This penalty will be considered as fixed compensation expressed in money but does not affect the right of the contractor to apply to the court for preliminary relief serving to terminate a continuing or repeated violation.

20. Compliance

1. Under the Dutch Anti-money Laundering and Terrorism Finance Act (*Wet ter voorkoming van witwassen en financieren van terrorisme: 'Wwft'*) the contractor will be obliged to report a transaction carried out or intended, insofar as it has been detected in connection with the activities, to the Reporting Centre of Unusual Transactions. In addition, under the Wwft the contractor will be obliged to conduct a client investigation with regard to a potential client. This entails for instance the identification of the potential client and his ultimate stakeholders as well as verification of his identity prior to the activities. The client will cooperate fully with regard to the client investigation.
2. The client will enable the contractor to comply with all current legislation and regulations on account of the Wwft and will inform the contractor immediately (on request or voluntarily) about any changes in the legal structure, the ultimate stakeholders, control structures and financial setup of the client or the group of which the contractor is a member.
3. The client has an independent duty to comply with the applicable legislation and regulations in the area of personal data protection. The client guarantees that all information provided by the client (including the provision to the contractor) complies with the applicable legislation and regulations in the area of personal data protection. The client indemnifies the contractor against any claims by third parties in connection with the client's non-compliance with this legislation and these regulations. Such indemnification shall also apply to any damages and costs sustained or incurred by the contractor in connection with any such claim.

21. Rights of retention and suspension

1. The contractor is entitled to suspend the fulfilment of his obligations under the contract for services and/or the surrender of items which he has in possession of and/or for the benefit of the client on account of the performance of the contract, until the moment that he has received payment of the payment obligations of the client still existing at that moment, or until sufficient security has been furnished for the fulfilment thereof.

22. General provisions

1. If and insofar as one or more of the provisions in this agreement is/are or become non-binding, the remaining provisions in this agreement remain fully effective. In that case the parties will consult each other at the request of one party with the intention of reaching agreement about a new provision which is in line with the intentions of the parties at the time they signed the agreement.
2. The contractor is entitled to amend these General Terms and Conditions. The amended General Terms and Conditions will be effective towards the client from thirty (30) days after he has been informed of the amendment in writing unless the client has expressed in writing to the contractor within that period that he objects to the amendment.
3. All rights and obligations arising from the contract for services which according to their purport are intended to remain effective after termination of the contract for services, will remain fully effective between the contractor and the client after termination.
4. The rights and obligations described in the contract for services and the General Terms and Conditions are non-transferable. This provision is a stipulation as meant in Section 3:83 subsection 2 of the Dutch Civil Code.
5. No omission or delay whatsoever by the contractor in exercising the right to take (legal) action in the event of a violation of the conditions of the contract for services by the client will be considered as a waiver of such a right or can be understood by the client as a forfeiture of rights. Neither shall a one-off exercise of any right, reservation, authorisation and the like by the contractor under the conditions of the contract for services prevent any full or future exercise of it or the exercise of any other right. Notwithstanding the provisions in these General Terms and Conditions all rights and claims granted to the contractor by law will accrue to him.

23. Applicable law and forum agreed upon

1. All legal relationships between the client and the contractor are exclusively governed by Dutch law, with the exclusion of the Vienna Sales Convention.
2. Any disputes associated with or arising from the interpretation and/or performance of the contract for services will be settled by the competent court in the district of Oost-Brabant.