

TERMS AND CONDITIONS

HLB MATCHERS B.V.

SEPTEMBER 2018

1. DEFINITIONS

These general terms and conditions are subject to the following definitions:

- a. Client: the natural person, legal entity, partnership or company that, whether or not in collaboration with others, has commissioned the Contractor to perform the Activities.
- b. Contractor: HLB Matchers B.V.
- c. HLB Member Firm: every company, including HLB Nederland Accountants & Consultants B.V., that is a member of the (inter)national HLB network and affiliated with HLB Nederland Accountants & Consultants BV and/or HLB International, or directly under the control of, managed by or connected to one or more companies that are members of the (inter)national HLB-network and connected to HLB Nederland Accountants & Consultants B.V. and/or HLB International, including sub-licensees of HLB Nederland Accountants & Consultants B.V. and/or HLB International and HLB Nederland Accountants & Consultants B.V. and HLB International itself.
- d. Activities: for which an Order has been placed, or which is performed by the Contractor for other reasons. The above applies in the broadest sense of the word and in any case includes the Activities as stated in the order confirmation, as well as the Activities for which the Client has subsequently placed an Order.
- e. Documentation: all information or data provided by the Client to the Contractor, whether or not contained on non-physical/physical data carriers including - but not limited to: paper, CD-ROMs, hard disks, USB sticks, E-mail and digital environments, whether or not accommodated with third parties, and all information or data produced or collected by the Contractor within the framework of the execution of the Agreement, whether or not contained on non-physical/physical data carriers as described above and all other information of any relevance for the execution or completion of the Agreement, whether or not contained on non-physical/physical data carriers.
- f. Assignment or Agreement: any agreement between the Client and the Contractor for the performance of Activities by the Contractor on behalf of the Client, in accordance with the provisions of the order confirmation, whether or not together with any other documents and/or correspondence, or on the basis of a subsequent request to the Contractor by the Client, which is also accepted, or on the basis of any verbal agreement between the Contractor and the Client.
- g. Third, Personal Data, Processing of Personal Data, Processing Officer and Processor: the concepts as defined in Article 4 of the General Data Protection Regulation ("GDPR").
- h. Authority Personal Data: the supervisory authority referred to in section 51 (1) of the GDPR.
- i. Subject: an identified or identifiable natural person as referred to in Article 4 of the GDPR.
- j. Data Protection Officer: the official appointed by the Client and/or the Contractor as referred to in Article 37 of the GDPR.
- k. HLB Online: the (web) application of the Contractor and/or of a third party (supplier) for the provision of HLB Online Services, which in any case consists of, but is not limited to the Software and/or the Website.
- l. HLB Online Services: all digital services to be provided by the Contractor as laid down in the Agreement, or as otherwise agreed, including the access to and the use of HLB Online.
- m. Website: the websites of HLB include the domain names:
www.hlb.nl
www.hlb-van-daal.nl
www.hlb-denhartog.nl
www.hlb-nannen.nl
www.hlb-blomer.nl
www.hlb-amsterdam.nl

2. APPLICABILITY

1. These general terms and conditions apply to all offers, quotations, Orders, (legal) acts and Agreements, however named, whereby the Contractor undertakes or shall undertake to perform Activities for the Client, as well as all Activities resulting therefrom for the Contractor.

2. Deviations from and additions to these general terms and conditions are only valid if expressly agreed in writing in, for example, a further order confirmation or Agreement.
3. In the event that these general terms and conditions and the order confirmation contain contradictory conditions, the conditions included in the order confirmation shall apply.
4. These general terms and conditions also apply to agreements between the Client and a third party connected with the Contractor and used by the Contractor with the approval of the Client for the execution of an Order.
5. These general conditions prevail at all times over any general terms and conditions of the Client.
6. The applicability of the general terms and conditions, or purchase conditions or other types of conditions of the Client is explicitly rejected by the Contractor.
7. If the Contractor does not always demand strict compliance with these conditions, this does not mean that the provisions thereof do not apply, or that the Contractor would in any way lose the right to demand strict compliance with the provisions of these conditions in other cases.

3. REALIZATION OF THE AGREEMENT

1. All Agreements and/or Orders are concluded solely with the Contractor and are exclusively performed by the Contractor, whereby the application of the provisions of Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code with respect to the Contractor is explicitly excluded. This applies even if the explicit or tacit intention of the Client is that the Activities should be carried out by a specific person or persons.
2. Each Agreement shall only be concluded and commence at the moment that the order confirmation signed by the Client is received by the Contractor and/or the Contract has been confirmed by the Contractor (verbally or in writing, electronically or tacitly) or at the moment that the Activities commence. The foregoing is on the understanding that if and insofar as a different method applies pursuant to the professional rules, the working method will be followed in accordance with the professional rules. The parties are free to provide evidence of the conclusion of the Agreement by other means.
3. The order confirmation is based on the Documentation provided by the Client to the Contractor. The order confirmation is deemed to represent the Agreement correctly and completely. The administration of HLB (including e-mails and digital scans, for example from instruction letters) serves as full proof to the client, subject to proof to the contrary provided by the client.
4. Each Agreement is concluded for an indefinite period of time unless it emerges from the nature, content or purport of the Assignment granted that it has been entered into for a definite period of time.

4. CLIENT DATA

1. The Client is obliged to place all Documentation, which the Contractor deems necessary for the correct execution of the Assignment, to be made available to the Contractor in a timely manner and in the desired form and desired manner. The Contractor determines what is meant by 'the desired form' and 'the desired manner'.
2. The Contractor has the right to suspend the performance of the Order until the moment that the Client has complied with the obligation referred to in the previous paragraph.
3. The Contractor is at all times entitled to conduct an investigation into the identity and reputation of the Client in such cases.
4. The Client is obliged to immediately inform the Contractor without delay of facts and circumstances that may or could be relevant in connection with the performance of the Order.
5. The Client guarantees the correctness, completeness and reliability of the data and Documentation provided by or on behalf of the Contractor, even if these originate from third parties. The Client indemnifies the Contractor against damage that arises as a result of incorrect or incomplete Documentation.
6. The additional costs and extra fees resulting from the delay in the execution of the Order, due to the failure to make the required information and/or Documentation available in a timely manner or incorrectly, are at the expense of the Client.

7. If and insofar as the Client so requests, the Documentation made available, subject to the provisions under article 15, shall be returned.

5. ORDER EXECUTION

1. The Contractor can determine the manner in which and the person(s) by whom the Work will be carried out. If according to the order confirmation certain persons shall perform the Activities, the Contractor shall make reasonable efforts to ensure that these persons shall perform the Activities. The contractor is entitled to replace the persons named in the order confirmation by persons with equal or similar expertise. The Contractor shall, as much as possible, take into account the timely and justified instructions of the Client with regard to the performance of the Order, all to the extent permitted by law and regulations.
2. The Contractor will perform the Activities to the best of its ability and as a professional exercising due diligence. The Contractor cannot, however, guarantee the (timely) achievement of any intended result.
3. The Contractor has the right to have certain Work carried out, without prior notification, with the express permission of the Client by a person or third party to be appointed by the Contractor, if this is deemed desirable in the opinion of the Contractor for the correct execution of the Contract.
4. The Contractor carries out the Order in accordance with the rules of conduct and professional rules applicable. The Client shall always lend full cooperation with the obligations arising for the Contractor from the applicable rules of conduct and professional rules.
5. The Client is aware that the Contractor - including but not exclusively - based on the applicable statutory and/or professional rules:
 - a. may be required to report certain transactions described in these legal and professional rules and known during the execution of their Activities to the authorities appointed by the government;
 - b. will in certain situations need to submit a notification of fraud;
 - c. may be required to conduct an investigation into the (identity of) the Client.
6. A copy of the rules of conduct and professional rules applicable to the Contractor shall be sent to the Client upon request.
7. If the Client has opted for this, the Contractor shall perform its Activities in accordance with the principles of the so-called Horizontal Supervision of the Dutch Tax Authorities.
8. Any periods specified in the Assignment within which the Activities must be carried out apply only approximately and not as deadlines. Exceeding such a period shall therefore not result in an attributable failure on the part of the Contractor and is therefore not grounds for dissolution of the Agreement. Periods within which the Work must be completed can only be regarded as deadlines if this has been agreed explicitly and in so many words between the Client and the Contractor. Contractor shall not be liable for damage as a result of failure to comply with deadlines.
9. The contractor determines the method of shipment. At the request and on behalf of the Client, shipment or transport of Documentation will take place in a way that offers a higher security with regard to timely and complete delivery, in which case the costs shall be borne by the Client.
10. If it has been agreed that the Work will be carried out in phases, the Contractor is entitled to postpone the commencement of the Activities that belong to a following phase until the Client has accepted the results of the preceding phase in writing and all payments due have been paid. The foregoing with due observance of the applicable laws and regulations.
11. If the Contractor carries out Activities or other services at the request or with the prior consent of the Client that fall outside the content or scope of the Activities, these Activities or services shall be compensated by the Client to the Contractor in accordance with the Contractor's usual rates, unless the Client and the Contractor agree otherwise.
12. Upon completion of the Activities, the Contractor may issue a written advice, confirm any issued advice in writing, issue a written report or give an oral presentation. Before completion of the Activities, the Contractor can

deliver verbal, concept or interim advice, reports and presentations. In this case, the written advice or written (final) report prevails. The Client may not invoke a draft or interim advice, report or presentation. If the Client wishes to rely on oral advice supplied or an oral presentation delivered to complete the Activities, the Client must inform the Contractor of this, after which the Contractor shall confirm the relevant advice in writing.

13. The Contractor is not obliged to update verbal or written advice, reports or results of the Activities in response to events that have occurred after delivery of the final version of the advice, report or results.
14. The advice, opinions, expectations, predictions and recommendations given by the Contractor as part of the Activities can under no circumstances or circumstance be construed as a guarantee in respect of future events or circumstances.

6. CONFIDENTIALITY AND EXCLUSIVITY

1. The Contractor is obliged to maintain confidentiality towards third parties who are not involved in the execution of the Order. This confidentiality concerns all information of a confidential nature made available by the Client and the results obtained through the processing thereof. This confidentiality does not apply insofar as legal or professional rules, including but not limited to the duty to report arising from the Anti-Money Laundering and Terrorist Financing Act and other national or international regulations of a similar nature, impose on the Contractor an obligation to provide information, or insofar as the Client has released the Contractor of its confidentiality obligation. This provision also does not prevent confidential consultations with colleagues within the (office) organization of the Contractor, insofar as the Contractor deems it necessary for the diligent performance of the Agreement or for the diligent fulfillment of legal or professional obligations.
2. The Contractor has the right to use the numerical results obtained after data processing for statistical or comparative purposes, provided that these results cannot be traced back to an individual Client or individual Clients.
3. The Contractor is not entitled to use the information made available by the Client for a purpose other than that for which it was obtained, with the exception of the provisions of paragraphs 2 and 8 of this article and with the exception that the Contractor acts for himself in a disciplinary, administrative, civil or criminal proceeding, where these documents may be of importance. If the Contractor is considered to be a co-perpetrator of a violation or a crime, he is entitled to disclose the Client's Documentation in the procedure if disclosure is necessary within the context of the Contractor's defense.
4. Subject to the express prior written consent of the Contractor, the Client is not permitted to publish the content of advice, opinions or other written or otherwise express statements of the Contractor or to make it available to third parties in any other way whatsoever, unless this directly results from the Contract or if this takes place in order to obtain an expert opinion on the relevant Activities of the Contractor, or the Client has a legal or professional obligation to disclose, or the Client is acting on his own behalf in disciplinary, administrative, civil or criminal proceedings.
5. Unless prior written permission has been granted by the Contractor, the Client shall not make any statements about the approach and working method of the Contractor.
6. The Contractor reserves the right to use the name of the Client in the context of advertising and reference purposes, to indicate the type of Activities it has performed for the Client and to mention all those details that have already been publicized via the media.
7. The Contractor has the right to share information and Documentation about the Client, the Contractor's relationship with the Client, the Activities, including confidential information, with other HLB Member Firms (also in other jurisdictions), in order to create and maintain a joint database, best practices and knowledge, in whereby they are in any case obliged to implement measures to protect the confidentiality.

7. INTELLECTUAL OWNERSHIP

1. The Contractor reserves all rights with respect to products of the mind that he uses or has used, or has developed within the context of the execution of the Activities of

the Order with the Client, insofar as rights can exist or be established for those products in a legal sense.

2. The Client is explicitly prohibited from providing to third parties, reproducing, publicizing or exploiting these products, including but not limited to: computer programs, system designs, working methods, advice, (model) contracts and other mental products, all this in the broadest sense of the word, with or without the involvement of third parties.
3. The Client is not permitted to hand over (parts of) these products or tools to third parties, other than to obtain an expert opinion on the Activities of the Contractor. In that case, the Client will impose his obligations on the basis of this article on the third parties engaged by it.

8. FORCE MAJEURE

1. If the Contractor cannot fulfill his obligations under the Agreement in a timely or proper manner as a result of a non-attributable cause, including but not limited to: long-term disruptions in the computer network, cable breakage, strikes, illness of employees and other stagnation in the normal course of business within the (office) organization of the Contractor, these obligations are suspended until the moment that the Contractor is able to fulfill them in the agreed manner.
2. In the event that a situation as referred to in the first paragraph occurs, both the Client and the Contractor shall be entitled to terminate the Contract in writing in whole or in part and with immediate effect, without any right to claim compensation.

9. HONORARIUM AND COSTS

1. The Contractor has the right to suspend the performance of its Activities prior to the commencement of the Activities and in the interim until the Client has paid an advance payment for the Activities to be carried out in all reasonableness, or has provided security for this. An advance paid by the Client will in principle be deducted from the final invoice.
2. The amount estimated by the Contractor may deviate from previous estimates and/or offers.
3. The Contractor's fee is not dependent on the outcome of the Activities performed and is due as and when the Contractor performs Activities for the Client.
4. The Contractor's fee may consist of a predetermined amount per Assignment and / or can be calculated on the basis of rates per time unit worked by the Contractor. In addition to the fee, the expenses incurred by the Contractor and the invoices of third parties engaged by the Contractor will be charged to the Client. All rates are exclusive of sales tax and other levies imposed by the government.
5. If an agreed amount has been agreed for an Assignment, the Contractor is entitled to charge a rate per time unit if and insofar as the Activities exceeds the Activities planned for the relevant Assignment, which rate Client then also owes.
6. If wages and/or prices are changed after the conclusion of the Agreement, but before the Order has been fully carried out, the Contractor is entitled to adjust the agreed rate accordingly, unless the Client and the Contractor have made other agreements about this.
7. The Contractor's fee, if necessary increased by fees and invoices from third parties engaged, will be charged to the Client, including any turnover tax due, in accordance with the provisions of the order confirmation per month, per quarter, per year or immediately after termination of the Activities.

8. 10. PAYMENT

1. Payment of the invoice amount by the Client must be made within 14 days of the invoice date, in euros, by means of a deposit in favor of a bank account to be designated by the Contractor and, insofar as the payment relates to Activities, without any entitlement to a discount or deduction.
2. If the Client has not paid within the period referred to in paragraph 1 or within the further agreed period, it is legally in default and the Contractor, without any further summons or notice of default being required, shall be entitled to charge the Client the statutory (trade) interest over the invoiced amount from the due date, until the day of full payment, all this without prejudice to the further rights of the Contractor.

3. All costs incurred as a result of judicial or extrajudicial collection of the claim are at the expense of the Client, also insofar as these costs exceed the legal costs for the proceedings. The extrajudicial costs amount to at least 15% of the unpaid amount with an absolute minimum of € 250.
4. If the financial position or the payment behavior of the Client in the opinion of the Contractor gives reason to do so, the Contractor is entitled to require the Client to provide this (additional) security in a form to be determined by the Contractor. If the Client fails to provide the required security, the Contractor is entitled, without prejudice to his other rights, to immediately suspend the further execution of the Agreement and all that which the Client owes to the Contractor on whatever basis is immediately due and payable.
5. In the event of a joint Order, or if Activities have been performed for (legal) persons that are affiliated with the Client, the Clients or the affiliated (legal) persons are jointly and severally liable for the payment of the invoice amount, as well as any interest and costs due.
6. At the request of the Contractor, the Client will provide all necessary cooperation to enable electronic invoicing.

11. ADVERTISEMENT

1. Any complaint with regard to the Activities performed and/or the invoice amount must be submitted in writing within 30 days of the date of dispatch of the documents or information submitted by the Client, or within 30 days after the discovery of the defect, if the Client proves that the defect could not reasonably have previously been discovered, to be notified to the Contractor.
2. Complaints as referred to in the first paragraph do not suspend the payment obligation of the Client, except insofar as the Contractor has unconditionally indicated that it considers the complaint to be well-founded.
3. In the event that an advertisement has been correctly issued, the Contractor has the choice between adjusting the fee charged, improving or re-performing the rejected Activities free of charge or the complete or partial non-performance of the Activities for a refund in proportion to the fee already paid by the Client.
4. If the complaint is not made in time, all rights of the Client in connection with the advertising shall lapse.

12. LIABILITY

1. The Contractor is only liable vis-à-vis the Client for direct damage that is the direct result of a (coherent series of) attributable shortcoming(s) in the execution of the Order.
2. This liability is at all times limited to the amount that is paid by the Contractor's liability insurer for the relevant case, possibly increased by the Contractor's own risk. If the liability insurer does not pay out while the liability of the Contractor is nonetheless established, the Contractor's liability is in any case limited to the amount of the fee charged for the execution of the Order. If the Order is a continuing performance contract for a period of more than one year, the aforementioned amount shall be set at three times the amount of the fee charged to the Client in the twelve months prior to the occurrence of the loss.
3. Contractor is not liable for:
 - a. damage incurred by the Client or third parties as a result of the provision of incorrect or incomplete data or Documentation by the Client to the Contractor or otherwise due to an act or omission by the Client;
 - b. damage incurred by the Client or third parties as a result of an act or omission of auxiliary persons called in by the Contractor (not including employees of the Contractor), even if they are employed by an organization affiliated with the Contractor;
 - c. Client or third-party business indirect or consequential damages - including but not limited to - stagnation in the regular course of affairs in the Client's business.
4. The Contractor shall at all times be entitled, if and insofar as possible, to reverse or limit the damage of the Client by repairing or improving the defective product or advice.
5. The Contractor is not liable for damage to or destruction of Documentation during transport or during dispatch by mail or otherwise, regardless of whether the transport or dispatch takes place by or on behalf of the Client, the Contractor or third parties. Contractor is also not liable for any damage caused by or in connection with the electronic sending of (electronic) annual accounts and the digital depositing thereof at the Chamber of Commerce.

6. During the execution of the Agreement, the Client and the Contractor can communicate with each other at the request of the Client by electronic means. Electronic communication is deemed to have been received on the day of dispatch, unless the contrary is proven by the recipient. If the communication has not been received as a result of delivery and/or accessibility problems relating to the e-mail box of the Client, this shall be for the account and risk of the Client, even if the e-mail box is managed by a third party. The Client and the Contractor are not liable towards each other for any damage that may ensue, either individually or mutually, as a result of the use of electronic means of communication, including - but not limited to - damage as a result of non-delivery or delay in the delivery of electronic communications by third parties or by software or equipment used for the transmission, receipt or processing of electronic communications, transfer of viruses and failure or malfunction of the telecommunications network or other means required for electronic communication, except insofar as damage is the result of intent or deliberate recklessness. Both the Client and the Contractor will do everything that can each of them can be expected to do or omit in order to prevent the occurrence of the aforementioned risks. The data extracts from the computer systems of the sender provide compelling evidence of (the content of) the electronic communication sent by the sender until the counter-evidence has been delivered by the recipient.
7. The Contractor excludes all liability for damage that occurs to the Client as a result of the Contractor's compliance with the applicable legislation and (Professional) regulations.
8. If and insofar as the Client has entered into an agreement with the Contractor that is intended to give the Client access to the Contractor's portal with the aim of making use of the digital services.
9. Contractor is never liable for damage ensuing from or related to non-compliance with these general conditions (Processor Agreement) or acting in violation of the AVG.
10. The Client is liable for payment to the Contractor of an administrative fine imposed by the Personal Data Authority.
11. The Client is liable towards the Contractor and indemnifies the Contractor against claims of Third Party(s) and/or Subject(s) and/or for an administrative fine imposed by the Authority for Personal Data in case of violation of the AVG and shall bear all related and resulting costs (including costs of legal assistance) and damage for the Contractor.
12. The Client shall exert its possible claim and recovery rights in respect of the Activities or otherwise arising from this Agreement exclusively against HLB and not against any other HLB Member Firms, or against subcontractors, shareholders, directors, officers, partners or employees of the Client or HLB. All Activities are accepted and executed exclusively by HLB with the exclusion of Articles 7:403 paragraph 2, 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code.
13. The restrictions set out in this article do not apply to damage caused by intent or deliberate recklessness on the part of the Contractor or to the extent that these are prohibited by law or professional regulations.

13. INDEMNITY

- The Client indemnifies the Contractor against all third-party claims, including shareholders, directors, supervisory directors and employees of the Client, as well as affiliated legal entities and companies and others who are involved in the organization of the Client and who are directly or indirectly involved in the performance of the Order. The Client indemnifies the Contractor in particular against claims by third parties for damage caused by the Client providing the Contractor with incorrect or incomplete information, data or Documentation, unless the Client demonstrates that the damage is not related to culpable acts or omissions on its part, or is caused by intention or deliberate recklessness of the Contractor. The foregoing does not apply to Orders to audit the annual accounts as referred to in Section 393 of Book 2 of the Dutch Civil Code.
- The Client indemnifies the Contractor against all possible claims by third parties, in the event that the Contractor is forced by law and/or its professional rules to return the Contract and/or is forced to cooperate with government bodies that are entitled to request information or unsolicited information that the Contractor has received

from the Client or third parties in the performance of the Order.

- The Client indemnifies the Contractor against claims from Third Party(s) and/or Party(s) concerned in connection with the attributable shortcoming of the Contractor as a Processor in the fulfillment of the Processor Agreement as referred to in Article 18 or violation by the Processor of the applicable privacy laws. and regulations and shall reimburse all related and ensuing costs (including costs of legal assistance) and damage of the Contractor.

14. EXPIRY PERIOD

- Unless otherwise stipulated in these general terms and conditions, rights for claims and other powers of the Client for whatever reason shall also lapse towards the Contractor in connection with the performance of Activities by the Contractor, in any event after one year.
- The one-year term referred to in paragraph 1 commences from the date at which the Client was notified or could reasonably have known or could have been aware of the aforementioned rights and powers.
- The period referred to in paragraph 1 does not concern the possibility of submitting a complaint to the authority/ authorities designated for this purpose.

15. CANCELLATION

- The Client and the Contractor can at any time (prematurely) terminate the agreement with due observance of a reasonable notice period, in which case a notice period of 30 days will apply as a reasonable term. If the agreement ends before the Assignment has been completed, the Client will owe the fee in accordance with the hours stated by the Contractor for Activities that have been performed for the benefit of the Client.
- Cancellation can only be made in writing.
- If (interim) termination has been effected by the Client, the Contractor is entitled to compensation for the occupancy loss caused and established on his side, as well as for compensation of additional costs already incurred by the Contractor and costs arising from any cancellation of third parties engaged.
- If the Contractor has proceeded to (premature) termination, the Client shall be entitled to the Contractor's co-operation in the transfer of Activities to third parties, unless there is intent or willful recklessness on the part of the Client, as a result of which the Contractor is obliged to terminate the contract. A condition for the right to cooperation as determined in this paragraph is that the Client has paid all underlying outstanding advances or all expense claims.

16. RIGHT OF SUSPENSION

- The Contractor has the right to suspend the fulfillment of all its obligations, including the issuing of Documentation or other items to the Client or third parties, until the moment that all due and payable claims against the Client have been paid in full.
- The Contractor may only refuse the obligation to issue Documentation after a careful weighing of interests has taken place.

17. HLB ONLINE

- If and insofar as the Client uses HLB Online Services, in addition to the provisions in these general terms and conditions, the provisions as mentioned in this article shall apply. In addition to the definitions of the general conditions as referred to in Article 1, the following terms are also used in these articles.
Account: the account of the Client with which the Client can make use of HLB Online Services;
Administrator: the person or persons appointed by the Client to act as its representative in the execution of the Agreement and to have the Account used in accordance with the general terms and conditions;
Information: all data and information sent from, by and to the Contractor within the context of HLB Online Services, including but not limited to Client Information, Contractor Information and information from third parties;
User: every individual user (natural) person who has been authorized by the Client to use HLB Online Services, including the Manager, including the Administrator;
User Data: the data of the User; *Contractor Information*: all data and information, originating from the Contractor and/or third parties engaged by the Contractor and/or

information made available by the Contractor, which is used by the Contractor for the provision of HLB Online and/or the provision of HLB Online Services;

Login details: the unique user name and unique password of the Client for access to HLB Online;

Intellectual property rights: all rights of intellectual property and related rights, such as copyright, trademark, patent, design right, trade name right, database right and related rights, as well as rights to trade secrets and know-how;

Software: the computer software (software) for HLB Online services of the Contractor and/or third parties with software and updates, including the documentation;
Business hours: every day from 8 am to 6 pm CET, with the exception of Saturdays, Sundays and nationally recognized public holidays;

Amendment form: the form, electronic or otherwise, with which the Administrator requests an amendment to the Account, i.e. amendment of the Administrator or the number of Users.

HLB Online: all applications that are used to communicate and share information between the Client and the Contractor.

USER RIGHTS HLB ONLINE

- With due observance of the provisions of the general terms and conditions, the Contractor hereby grants the Client and the User a non-exclusive and non-transferable right to use HLB Online for the duration of the Agreement, including the Contractor Information, internally for the Client. Client and User hereby accept the user right.
- The Client and the User may not use the Contractor Information in any other way than referred to in paragraphs 6 to 11 of this article and they may not copy, reproduce, translate, edit and/or amend, distribute and/or disseminate publicly, communicate to the public and/or analyze HLB Online, including the Contractor Information.
- The Client and the User are not entitled to (sub) license and/or transfer the user rights of HLB as referred to in this article, paragraphs 32 to 35, or to make them available to a third party in any other way whatsoever.
- The Contractor is not responsible for the Client Information and User Data, and the Client and the User guarantee to the Contractor that they are entitled to use the Client Information and the User Data.

HLB ONLINE SERVICES AND THE USE OF HLB ONLINE

- The Contractor, among other things, makes HLB Online available to the Client and the Client with due observance of the provisions of this article and the User shall use HLB Online in accordance with the provisions of these general terms and conditions.
- The Contractor has the right to develop HLB Online and/or the HLB Online Services (to have them) developed, amended or modified.
- Information that is made available via HLB Online and/or the HLB Online Services may be amended and/or adjusted by the Contractor.
- The Client and Users are obliged to comply with all additional instructions relating to the use of HLB Online and/or HLB Online Services, which may be prescribed by the Contractor from time to time.
- The Contractor may use third parties to make HLB Online available.
- The Client may request the Contractor for support in obtaining the required knowledge for the input and maintenance of Information. A separate agreement between the Client and the Contractor will be concluded for the relevant Activities; costs for such Activities will be charged separately to the Client.

ACCESS HLB ONLINE

- Client is responsible and bears the costs for installing, maintaining and managing the hardware, the software and the internet and/or the telecommunications facilities, which are necessary for the Client to be able to communicate with HLB Online and/or to use to be able to make use of HLB Online Services.
- The Contractor will provide the Administrator with Login Data, with which User(s) can gain access to HLB Online.
- Contractor may (temporarily) decommission HLB Online for the development of HLB Online and/or Software and/or rectify any malfunctions, management and maintenance and/or in connection with unlawful use limit the functionality of HLB Online and/or HLB Online Services if necessary. Contractor is not liable for damage of any kind, resulting from (temporary) decommissioning.

15. If the relevant hardware, the software and the internet and/or telephone communication facilities are required for the use of HLB Online Services and/or HLB Online, the Contractor shall inform the Client thereof.

ACCOUNT, ADMINISTRATOR AND USER

16. The Client can appoint one or more persons as an Administrator for the management of his Account. The Client may grant its Manager the (limited) right to access his Account. The Client or his Administrator may also appoint one or more persons as the User of his Account. Only those User(s) will also receive a (limited) right of access to the Client's Account.
17. In the event that the Client has not appointed an Administrator, the Contractor shall consider the legal representative of the Client as the Administrator.
18. Should the Client wish to change the Administrator, the Client must notify the Contractor thereof in writing.
19. The Client is liable and responsible for the use of HLB Online via the Account by the Administrators and the Users appointed and authorized by it.

OBLIGATIONS FOR USE OF HLB ONLINE

20. The Client and the User are responsible for the timely, correct and complete provision of Client Information and User Data for the use of HLB Online and/or HLB Online Services in accordance with the requirements set by the Contractor.
21. Client and User ensure that they comply with the Agreement for HLB Online Services, the general terms and conditions and all other conditions that may be prescribed by the Contractor from time to time and that they act and behave in every respect as can be expected of a responsible and meticulous (internet) user.
22. Client and User may not develop, support or use software, devices, scripts, robots or other resources or processes (including crawlers, plug-ins and modules for browsers, or other technologies) to search HLB Online and/or HLB Online Services. and/or Copy data and/or other data from HLB Online and/or the HLB Online Services.
23. The Client and the User must immediately inform the Contractor of unauthorized use of HLB Online and/or the HLB Online Services and/or the unauthorized publication of Information.
24. Loss, theft or (a suspicion of) misuse of the HLB Online and/or HLB Online Services or the Account or the Login Data must be reported to the Contractor by the Client and the User. Client and User must do this as soon as possible after they have discovered it.
25. The login data provided to the Administrator and the User are strictly personal. The Client must ensure that only the designated Manager or User personally uses the relevant Log-in Data and that these are not provided to third parties and/or become available.
26. As soon as the Client and/or User knows or has reason to suspect that (parts of) Login data have been provided to third parties and/or have become available, the Client and/or User must immediately change their password and, as far as possible, take other effective measures to end the unauthorized use of HLB Online.
27. The Client guarantees the Contractor that it will deny the Administrator and the User access to the Client's Account if the relevant User is no longer entitled to access the Client's Account for any reason whatsoever.
28. The Client guarantees the Contractor that it will deny the Administrator and the User access to the Client's Account if the relevant User is no longer entitled to access the Client's Account for any reason whatsoever. The Contractor shall cancel the Login Data and thereby access to the Client's Account for the relevant Administrator.
29. As soon as the Contractor knows or reasonably suspects that the Client, Administrator and/or User has acted and/or acted contrary to the provisions of this article, it is entitled to take all measures that it deems appropriate in order to terminate the situation and/or to limit any resulting damage, including the immediate suspension or blocking of the access to and the use of HLB Online by Client, Administrator and/or User and the immediate and complete or partial dissolution of the Agreement as referred to in paragraph 40 to 42 of this article.
30. The Contractor is not liable for damage resulting from measures as referred to in the previous paragraph, provided that the Contractor has informed the Client and/or the User in advance about the measures to be taken, unless it cannot reasonably be expected from the Contractor in advance.

SUPPORT HLB ONLINE

31. The Contractor shall support the Client by telephone on request when using HLB Online. The Contractor shall endeavor to answer the questions adequately on Business Days and within a reasonable period of time. The Contractor cannot, however, guarantee the accuracy and/or completeness of the answers given.

INTELLECTUAL PROPERTY RIGHTS HLB ONLINE

32. All Intellectual Property Rights with regard to HLB Online, the HLB Online Service and the Information are vested in the Contractor or its licensors. The foregoing is on the understanding that this does not include the Intellectual Property Rights, which the Client can exercise Information regarding the Client. With due observance of the provisions of this article of the general terms and conditions, the Contractor has granted the Client and the User a right to use HLB Online by the Client and the User for internal and business use under the conditions specified therein.
33. The Client shall not contest these Intellectual Property Rights of the Contractor during the term or after termination of the Agreement.
34. Within the context of this Agreement and/or the use of HLB Online and/or HLB Online Services, the parties do not transfer any Intellectual Property Rights.
35. If and insofar as Information Intellectual Property Rights processed by the Contractor for the HLB Online and/or HLB Online Services can be exercised, these remain with the Contractor or its licensors.

ERRORS HLB ONLINE

36. The Contractor shall make reasonable efforts to ensure that the Contractor Information is accurate and up-to-date. However, the Contractor is not liable or responsible for errors, inaccuracies, errors or omissions in the Contractor Information and/or in the data from which the Contractor originates, nor is it liable or responsible for the results of actions or omissions that take place at the basis thereof. All Contractor Information is made available 'as is', whereby the Contractor gives no guarantees in the area for completeness, accuracy or timeliness of the results for the use thereof.

WARRANTY HLB ONLINE

37. The Contractor gives no guarantees for HLB Online and other related technologies nor does it guarantee the Information and the HLB Online Services that are made available with it.
38. The Client and the User may not use HLB Online for purposes other than those for which the Contractor has made them available to them. Client and User are responsible for assessing whether HLB Online and/or HLB Online Services is suitable for the purposes intended by the Client.
39. HLB Online is made available 'as is' and Client and/or User use HLB Online and/or HLB Online Services at their own risk. The Contractor does not guarantee that the Use of the HLB Online is uninterrupted and error-free.

DURATION AND TERMINATION OF HLB ONLINE SERVICES

40. The Agreement for HLB Online Services is entered into for 12 months, unless otherwise agreed. The Agreement for HLB Online Services is automatically extended by the same period if it has not been canceled in writing no later than one (1) month before the end of the Agreement.
41. The Contractor may terminate the Agreement for HLB Online Services completely or partially with immediate effect, whereby the Contractor is not obliged to compensate the Client for any damage if:
- on the basis of (an amendment to) laws and regulations or agreements The Contractor can no longer dispose of the required Information and/or can no longer make it available to third parties as a result of which the Contractor can no longer fulfill its obligations under the Agreement;
 - if, in the opinion of the Contractor, any operational risks and/or security risks relating to the HLB Online Services, for the Contractor or one or more of the Users become or become unacceptable;
 - Client and/or User violates provisions of these general terms and conditions or the Agreement with the Contractor;
 - Client and/or User do something or have done something that in the opinion of the Contractor has or may result in the use of the HLB Online Services being jeopardized.

e. In the event of (the filing of a request for) (provisional) suspension of payment or bankruptcy, shutdown or liquidation of the business of a party, the other party has the right to terminate the Agreement for HLB Online Services completely or partially with immediate effect without the other party being liable for damages.

42. In the event of a dissolution as referred to in this article, then (a) all claims of the terminating party against the other party are immediately due and payable in full. The other party is obliged to take the necessary measures in order to give the terminating party the opportunity to effect its rights; and (b) the Contractor shall immediately terminate the provision of HLB Online Services.

18. AVG AND PROCESSOR AGREEMENT

1. The Contractor shall update the Personal Data in accordance with the requirements for the protection of Personal Data and the applicable laws and professional regulations, including (but not limited to) the 25 May 2018 the Personal Data Protection Act (Wbp) and from 25 May 2018 the AVG, Processing.
2. With due observance of the applicable legislation, the Contractor is permitted to provide Principal Information to and share with HLB Member Firms, HLB employees and employees and external service providers of HLB ("Service Providers"), who may then collect this Information from the Client, transfer, store or otherwise process (collectively Process) in the different countries in which they are active for purposes related to:
- the Activities;
 - compliance with supervisory requirements and legal obligations to which the Contractor is subject;
 - the prevention of conflicts of interest;
 - risk management and quality assessments;
 - internal financial and administrative purposes, IT purposes and other administrative support services of the Contractor;
- ((i) to (v) collectively the Processing Purposes).
3. For the Processing Purposes as referred to in the previous paragraph, the Contractor and Service Providers may process the Client Information containing Personal Data in the various countries in which HLB Member Firms are active. The transfer of Personal Data within the Contractor's network is subject to the Privacy Statement (included on hlb.global and other Websites).
4. The Contractor shall not process Personal Data outside a country of the European Union/European Economic Area, with the exception of the provisions in the previous paragraph, unless the Contractor has received explicit Written permission from the Client.
5. The Contractor shall require all Service Providers who processes Personal Data on behalf of the Contractor to fulfill these requirements. For Work where the Contractor acts as a Processor of Personal Data on behalf of the Client, the processing conditions as referred to in this article of these general terms and conditions are applicable or are agreed by the parties in writing in an additional processor agreement.
6. The Client guarantees that it is authorized to provide the Contractor with regard to the performance of the Activities, and that any Personal Data provided to the Contractor has been Processed in accordance with the applicable legislation.

PROCESSING CONDITIONS

7. For the implementation of the Agreement, the Client can provide the Contractor with an Order for Processing of Personal Data. Within the scope of the AVG, the Contractor can be regarded as a Processor for certain Activities and for others as a Process Operator. The following distinctions serve as a starting point. Contractor is Responsible Processor when performing the following activities:
- Compilation orders
 - Audit orders
 - Fiscal advice
 - Tax returns
 - Legal advice
 - Business advice
 - Guidance and advice on acquisitions
- Contractor is Processor when performing the following Activities:
- (Salary) administration
 - Non-assurance assignments (standard 4400)

- The aforementioned breakdown is only a guideline. If and to the extent that a different breakdown applies on the basis of legislation or regulations, or jurisprudence, the breakdown shall be based on legislation or regulation or jurisprudence. This can also depend on the specific circumstances of the case and the content of the order.
8. If the Contractor acts as a Processor of Personal Data for the Client, the parties shall agree on the following terms and conditions, whereby the Client is the "Processing Officer" and the Contractor is the "Processor".
 9. Contractor/Processor:
 - a. processes Personal Data solely on the basis of written instructions from the Client, including with regard to transfers of Personal Data to a third country or an HLB Member Firm or an international organization, unless applicable privacy laws and regulations require it to Process; in that case, the Contractor shall inform the Client of this statutory provision prior to Processing, unless such legislation prohibits such notification for important reasons of general interest;
 - b. guarantees that the persons authorized to Process Personal Data have committed themselves to observe confidentiality or are bound by confidential legal obligation;
 - c. take appropriate technical and organizational measures to ensure a security level adapted to the risk;
 - d. provides the Client with assistance, taking into account the nature of the Processing, by means of appropriate technical and organizational measures, insofar as possible, in fulfilling its duty to comply with requests to exercise the determined rights of the Data Subject in applicable privacy laws and to comply with regulations;
 - e. provides assistance to the Client, taking into account the nature of the Processing and the information available to it in fulfilling the obligations from applicable privacy laws and regulations;
 - f. Clears all Personal Data or returns these to the Client after the end of the processing service, depending on the choice of the Client, and removes existing copies, unless storage of the Personal Data is obligatory in accordance with applicable laws and regulations;
 - g. the Client shall make available all information necessary to demonstrate the fulfillment of the obligations laid down in the applicable privacy laws and regulations and make audits, including inspections, possible and contributes by the Client or an auditor authorized by the Client.
 10. The Contractor shall notify the Client immediately, in any case within 48 hours, if in its opinion an instruction is in breach of applicable laws and regulations.
 11. The Contractor and anyone who acts under the authority of the Client or of the Contractor and has access to Personal Data, processes them exclusively on the instructions of the Client, unless it is bound to the Processing in accordance with applicable laws and regulations.
 12. The Client and, where applicable, the Client's representative shall keep a register of the processing activities that take place under their responsibility.
 13. The Contractor shall keep a register of all categories of processing activities that it has carried out for the benefit of the Client. This register shall contain at least the following information:
 - a. the name and contact details of the Client for the account of which the Contractor is acting, and, where applicable, of the representative of the Client or the Contractor and of the Data Protection Officer;
 - b. the categories of Processing carried out on behalf of the Client;
 - c. where applicable, transfers of Personal Data to a third country or an international organization, stating that third country or international organization and, where applicable, documents relating to the appropriate safeguards;
 - d. if possible, a general description of the technical and organizational security measures.
 14. The Contractor may employ a Sub-Processor to perform processing activities on behalf of the Client, provided that specific or general Written permission has been given by the Client beforehand. In the event of general written consent, the Contractor shall inform the Client of the intended changes regarding the addition or replacement of Sub-Processors, whereby the Client is offered the opportunity to object to these changes.
 15. The Contractor shall ensure that the Sub-Processor engaged by it has the same data protection obligations as are included in these General Terms and Conditions. If the Sub-Processor fails to comply with his data protection obligations, the Contractor shall remain fully liable vis-à-vis the Client for the fulfillment of those obligations of that Sub-Processor.
 16. Taking into account the current state of technology, the implementation costs, as well as the nature, the size, the context and the processing objectives and the various risks and probabilities and severity of the rights and freedoms of persons, the Client and the Contractor shall take appropriate technical and organizational measures. To ensure a level of security tailored to the risk. In assessing the appropriate security level, consideration shall be taken primarily of the processing risks, in particular as a result of the destruction, loss, modification or unauthorized disclosure of or unauthorized access to transmitted, stored or otherwise processed data, whether by accident or unauthorized.
 17. The affiliation with an approved code of conduct or an approved certification mechanism as referred to in applicable privacy laws and regulations can be used as an element to demonstrate compliance with the requirements set out in applicable privacy laws and regulations.
 18. The Contractor will inform the Client without unreasonable delay, but no later than 48 hours as soon as it has become aware of a personal data breach.
- 19. OTHER PROVISIONS**
1. If the Contractor performs Activities at the location of the Client, the Client must ensure a suitable workplace that complies with the statutory health and safety standards and other applicable regulations with regard to working conditions. The Client must ensure that in that case the Contractor is provided with office space and other facilities that in the opinion of the Contractor are necessary or useful to execute the Agreement and that comply with all (legal) requirements to be imposed on it. The Client is liable for damage or costs of the Contractor caused by unsafe situations in the company or the organization of the Client. With regard to available (computer) facilities, the Client is obliged to ensure continuity, among other things by means of adequate back-up, safety and virus control procedures.
 2. The Client shall not assume or approach any employee(s) involved in the execution of the Activities in order to enter the Employer, whether temporarily or indirectly, directly or indirectly, or directly or indirectly for the benefit of the Client, whether or not in paid employment, to perform work during the term of the agreement or any extension thereof and during the 12 (twelve) months thereafter, such as forfeiture of a fine immediately payable by judicial intervention amounting to three months gross salary of the employee (s) in question.
- 20. REPAIR CLAUSES**
1. If any provision of these general terms and conditions or the underlying Agreement is wholly or partly void and/or invalid and/or unenforceable as a result of any statutory provision, court order or otherwise, this shall have no effect whatsoever on the validity of all other provisions of these terms and conditions or the underlying Agreement.
 2. If a provision of these general terms and conditions or the underlying Order or Agreement should not be valid for any reason as referred to in the previous paragraph, but would be valid if it had a more limited scope or meaning, then this provision shall - first of all - automatically apply with the most far-reaching or most extensive limited scope or scope with which or in which it is valid.
 3. Without prejudice to the provisions of paragraph 2, the parties may, if they so wish, consult with each other in order to agree on new provisions to replace the null and void or nullified provisions. In doing so, this shall be as far as possible in line with the purpose and the tenor of the null and void provisions.
 4. If there is a lack of clarity about the interpretation of one or more provisions of these general terms and conditions, then the explanation must take place 'in the spirit' of these provisions.
 5. If a situation arises between the parties that is not regulated in these general terms and conditions, then this situation must be assessed in the spirit of these general conditions.
- 21. PROCUREMENT PROHIBITION**
- The Client shall not take on or approach any employee(s) involved in the execution of the Activities, whether temporarily or indirectly, directly or indirectly, or directly or indirectly for the benefit of the Client, whether or not in paid employment, to perform work with the Employer, during the term of the agreement or any extension thereof and during the 12 (twelve) months thereafter, subject to forfeiture of a fine immediately payable by judicial intervention amounting to three months gross salary of the employee(s) in question.
- 22. WWFT**
- Pursuant to the Act for the Prevention of Money Laundering and the Financing of Terrorism (Wwft), the Contractor is obliged to report any unusual transactions that have been carried out or planned, insofar as this is reported within the context of our regular Activities, to the Reporting Hotline for unusual transactions. In addition, the Contractor is obliged under the Wwft to carry out a customer due diligence with respect to any potential Client. This includes identification of the potential Client and verification of its identity prior to carrying out any Activities. The Contractor may request the cooperation of the Client with regard to the customer due diligence. The Client is obliged to cooperate fully with this.
- 23. RESIDUAL EFFECTS**
- All rights and obligations arising from the Agreement that are intended to remain in force after termination of the Agreement remain in full force after termination of the Agreement between the Contractor and the Client.
- 24. APPLICABLE LAW AND FORUM CHOICE**
1. These General Terms and Conditions and all Orders and Agreements between the Client and the Contractor to which these General Terms and Conditions apply are governed exclusively by Dutch law.
 2. All disputes that cannot be resolved by mutual agreement and that relate to these general terms and conditions and/or Orders and Agreements between the Client and the Contractor to which these conditions apply, shall only be submitted before the competent court of the District Court that has been designated for the location where the Contractor has its registered offices.