

general terms and conditions

General

Article 1

a. These general terms and conditions apply as soon as the client has requested the assistance of the contractor. All provisions of these terms and conditions are in force between the parties, unless explicitly deviated from in writing.

b. The following definitions apply to these terms and conditions:

- contractor: the natural person or legal person who carries out work specified under article 2;
- client: the natural person or legal person who purchases services from the contractor;
- the assignment means the work to be determined by mutual agreement between the client and the contractor that must be performed by the contractor and the conditions under which this must be done.

Scope

Article 2

a. All offers are without obligation, unless the contractor has explicitly stated otherwise in his offers or quotations to the client.

b. The work of a contractor (may) include conducting a complete HR and payroll administration for the client, drafting management reports, advising on issues of human, labour law and / or business administration, implement or expand digitization of administration, as well as all acts and transactions that - in view of the legal relationship and the resulting assignment - may be useful in connection with the aforementioned activities.

c. The client with whom the present terms and conditions were once contracted, is deemed to have tacitly agreed to the applicability of these terms and conditions to agreements concluded later with the contractor.

Creation

Article 3

The agreement is concluded when the contractor accepts the assignment. The rule included in the previous sentence also applies to changes in assignments. If the interests of the client immediately require full or partial delivery by the contractor, or if the client has explicitly requested immediate delivery, the agreement will be deemed to have been concluded because the contractor has actually delivered all or part of the delivery to the client.

Contractor's obligations

Article 4

a. The contractor is obliged to look after the interests of his client to the best of his knowledge and ability, all this insofar as this is possible and desirable in view of the legal relationship and the ensuing assignments.

b. The contractor carries out the work to the best of his knowledge and conscience.

c. The manner in which the work is performed must, with due observance of any applicable legal provisions, meet the requirements arising from the obligations and responsibilities of the client.

d. If the activities are aimed at achieving a certain (financial) end result, it is not guaranteed that this intended end result will actually be achieved.

Obligations of the client

Article 5

a. The client must ensure that all acts are omitted which frustrate or render impossible the execution of the assignment by the contractor.

b. The client is under the obligation to provide the contractor in a timely, complete and correct manner with all data, information and documents required for the execution of the assignment.

Confidential

Article 6

The contractor undertakes to treat all information and documents relating to the assignment that are reasonably deemed to be confidential and secret as such. The contractor is not liable for breach of confidentiality by the persons in his service if the contractor can demonstrate that this breach could not have been prevented by him.

Cooperation with third parties

Article 7

- a. The contractor may only engage other experts who do not belong to his own company when carrying out his assignment, after the necessity or desirability of this has been determined in consultation with the client.
- b. The contractor accepts no liability for the work performed by third parties, including the experts referred to in Article 7a.

Contractor shortcomings

Article 8

- a. The contractor is only liable vis-à-vis the client for damage that he suffers as a direct result of shortcomings of the contractor or of persons in his service who were involved in the fulfilment of the assignment, if and insofar as these shortcomings, under normal circumstances, normal professional knowledge and with due observance of normal vigilance and professional practice could have been avoided, all this subject to the further limitations described below.
- b. The contractor is obliged to remedy the shortcomings referred to above in the shortest possible term, when and to the extent that the repair does not involve higher costs than those charged for the work in question. If the costs do turn out to be higher, the contractor is only obliged to carry out these repair work if the client declares in advance that he is prepared to pay these extra costs in writing.
- c. Any liability of the contractor expires at the latest 60 months (5 years) after the tax return (wage tax) of the relevant financial year has

been submitted, plus the period for which deferment has been granted.

- d. Any liability of the contractor lapses if the client did not give the contractor the opportunity to be present during a possible tax audit of the relevant period, furthermore in the event that the client did not give the contractor the opportunity to repair the relevant shortcoming and in the event that further work as a result of or in connection with that shortcoming took place without the client having involved the contractor.
- e. The client must report the shortcomings referred to in this article within 1 month, after he / she has been informed of this, or should have been reasonably aware of it, failing which any liability of the contractor is excluded. Liability is in any case and at all times excluded except and insofar as the professional liability insurance taken out by the contractor gives the right to a payment.

Client shortcomings

Article 9

- a. If and insofar as deficiencies in the performance of the work performed by the contractor are the result of the fact that the client has not, not in a timely manner or not to a sufficient extent, complied with its obligations under article 5, the contractor is not liable for that at all.
- b. In such a case, the aforementioned shortcomings will be repaired at the expense of the client.

Termination by the client

Article 10

- a. The client can terminate an order at any time.
- b. The assignment must be cancelled in writing.
- c. When a contract is terminated, between the time of notification of this termination and the time at which this termination takes effect, a period of at least one month is in principle observed, that the contractor is carrying out work in progress and / or can bring (salary) administration in such a state that transferring it to the client or a third party to be designated

by the client can be carried out in an acceptable manner without damage to the progress of that work, taking into account the provisions of article 9 of these conditions.

d. The assignment given to the contractor does not expire due to the death of the client; his rights and obligations are transferred to his heirs and / or legal successor.

Suspension / dissolution / termination by the contractor

Article 11

Without prejudice to the general suspension or dissolution right referred to in these terms and conditions, the contractor, if the client has not fulfilled any obligation from the agreement concluded by the parties in time, not, incomplete or insufficiently, has filed for bankruptcy or suspension of payments (by a third party), under the client seizure in any form whatsoever, the client wholly or partially liquidates or shuts down or transfers, does not timely pay the invoices owed by him, the right to:

- a. to terminate a given order at any time, which must be terminated by registered letter;
- b. to request payment in advance, or security from the client, for all existing or future contracts, before the contractor commences the delivery of his (further) work;
- c. suspend the delivery of its services;
- d. consider the agreement in question wholly or partially dissolved, by sending a written notification to the client, without the need for judicial intervention, without prejudice to the rights of the contractor to claim compensation for termination of the contract;
- e. if the contractor makes use of its rights as stated in this article, then the contractor is never liable towards the client for any resulting damage, both directly and indirectly.

Transmission, delivery time and delivery

Article 12

a. Subject to further agreement (s) between the client and the contractor, the delivery of the required documents, documents, administrative and / or other data, etc. shall be

made by or on behalf of the client to the contractor, as well as the delivery by the contractor to the client, in a manner to be determined by the contractor and in a form and number to be determined by the contractor.

b. If the client fails to comply with the provisions of point a., regardless of the reason, the contractor is authorized to suspend his work. Any damage resulting therefrom, in whatever form and scope, cannot lead to the contractor's liability.

Right of retention

Article 13

a. The client and the contractor expressly agree that the contractor is authorized to suspend the delivery of goods until the client meets his obligation to pay outstanding invoices, including interest and costs, and his obligation to pay damages to the contractor in the context has satisfied the legal relationship in question, or has provided a security deemed sufficient in the banking system, for example an irrevocable bank guarantee.

b. The items referred to in sub a. at least include books, documents, documents, administrative data and other data (carriers) that have been created with regard to the performance of the assignment.

Force majeure

Article 14

a. In the event of a strike, theft, government measures, fire, computer defects, epidemics, loss of data, war, water damage and all other circumstances that temporarily or otherwise prevent performance of the agreement, the contractor has the right to either the agreement to dissolve by registered letter, or to count the duration of the force majeure at the delivery time.

b. In the event of a situation of force majeure, the contractor is under the obligation to immediately inform the client of this.

c. Client is liable for any damage caused by damage or destruction of documents or papers

of third parties, which contractor has in custody for client.

d. In the event of a situation of force majeure that continues for more than one month, the client has the right to cancel the agreement. This cancellation must be made by registered letter and must be received by the contractor for termination of the force majeure.

e. The aforementioned dissolution does not release the client from his obligation to pay the provisions of article 19. The costs that fall between the date of the last invoice and the date of termination are at the expense of the client. The client cannot claim compensation in the event of dissolution.

f. Upon termination of the force majeure, the contractor will inform the client of this as soon as possible, after which the contractor will resume the execution of the assignment.

General provisions of a financial nature

Article 15

a. If the parties have not agreed otherwise in writing, the fee of the contractor will be determined on the basis of an hourly fee.

b. The contractor shall, at the request of the client, state in advance the estimated costs for the work to be performed by him and / or his staff, either for a specific assignment or per calendar year or financial year.

Declaration

Article 16

Unless otherwise agreed, the invoice must be specified in such a way that the client has sufficient insight into the composition of the components that together form the declared amount.

Advertising

Article 17

a. The complaints must be submitted to the contractor in writing within 30 days after each delivery or - if the defect or defects are concerned, that or that have been or have been ascertained - within 30 days after such observation. The complaint must include a

(motivated) description of the complaints or defects found.

b. The contractor informs the client within fourteen days after the date of receipt of the complaint whether and, if so, the manner in which the complaint is complied with.

c. Complaints regarding deliveries made by the contractor and / or services / operations performed and work performed for this purpose do not explicitly entitle the client to suspend the obligation to pay outstanding invoices.

d. Complaints regarding invoices sent by the contractor to the client must be made within two weeks of the date of dispatch stated on the invoice. Any right to claim claims will lapse if the period referred to in this paragraph is exceeded, unless the client has been unable to take cognizance of the contents of the claim within the said period due to force majeure to be established and to be proven. In the latter case, the period starts on the day of knowledge.

Intellectual property

Article 18

All rights of an intellectual nature with regard to computer programs, system designs, working methods, research methods, reports etc. originating from or used by the contractor become, and remain, both during and after the execution of the assignment, explicitly and exclusively the property of the contractor, one and other regardless of the share of the client or third party (s) involved in the realization of the aforementioned programs, designs, working methods, etc. Exercise of these rights is exclusively and explicitly reserved to the contractor during and after the execution of the assignment.

Payment

Article 19

a. The invoice must be paid within 14 days of the date of the invoice, after which the client is legally in default.

b. After the expiry of the period referred to in paragraph a., the client owes an interest

payment of statutory interest pursuant to Section 6: 119a of the Dutch Civil Code, whereby part of the month is considered to be the entire month.

c. After the expiry of the period referred to in paragraph a., the client also owes the contractor all reasonable costs incurred to obtain extrajudicial payment of the invoice, which costs will amount to at least 15% of the principal sum plus purchase tax with a minimum of EUR 70, without the contractor being obliged to prove whether he has actually incurred the relevant costs. Furthermore, in that case the client owes the contractor all legal costs incurred by the contractor. If the contractor engages third parties for judicial or extrajudicial activities, the client will also owe the contractor all costs that these third parties incur in connection with extrajudicial activities.

d. If, as a result of a request, an advance payment or security is not provided, a satisfactory response to this request, the contractor will be entitled in writing by registered letter or letter with acknowledgment of receipt with effect from two times twenty-four hours after the date of dispatch, to dissolve the agreement, all this without prejudice to the right of the contractor to payment of the goods already delivered and to compensation due to him for the dissolution.

e. Without prejudice to any communication by the client when making his payment and without prejudice to the method of administrative processing of the payment by the client, payments made by the client will always and exclusively be considered to be deductible from the amounts outstanding in the contractor in the following manner. First of all, each payment will be deducted from collection costs and interest owed by the client, then payments will be deducted from the oldest outstanding invoices of the contractor.

Disputes

Article 20

a. All agreements between client and contractor to which these general terms and conditions apply are governed by Dutch law.

b. All disputes related to agreements between the client and the contractor, to which these conditions apply and which do not fall within the competence of the sub-district court, will be settled by the competent court in the district in which the contractor is domiciled, unless it concerns disputes that are not related to the client's business or profession.

c. The client is free to follow the course of disciplinary proceedings.