

GENERAL TERMS AND CONDITIONS OF 216

1. GENERAL

1. These are 216's general terms and conditions. The underlined terms below are defined in these general terms and conditions as follows:

216: 216 Accountants B.V.

Agreement: the written agreement whereby the Client issues one or more Assignments to 216.

Assignment: the Work assigned by the Client to 216 by Agreement.

Client: the natural person (acting in the performance of a profession or business) or legal entity that issues an Assignment to 216.

Contact: the contact person designated by the Client who, with respect to the Secondment Work, is authorised by the Client to represent the Client in respect of 216 and the Seconded Person.

Documents: all information or data provided by the Client to 216; all data produced or collected by 216 with respect to the execution of the Assignment or Agreement; and all other information of any relevance to the execution of the Work or completion of the Assignment. The aforementioned information may or may not be stored on tangible or intangible data carriers and may or may not be placed with third parties.

General Terms and Conditions: the present general terms and conditions of 216.

Seconded Person: the person provided by 216 to the Client to perform Secondment Work within the Client's organisation.

Secondment Work: the Work performed at the Client's organisation and under its management and supervision by one or more Seconded Person(s) and provided by 216 for that purpose to the Client and/or the Work qualified as such in the Engagement Letter.

Work: the work to be performed by 216 under an Agreement, including the work ensuing from the nature of the assigned work and any follow-up work and/or follow-up assignments, as well as work that arises from laws and regulations, including rules of conduct and professional practice.

- All Assignments are accepted and performed by 216 only. This also applies in case of the Client's explicit or tacit requirement that Work be performed by one or more specific persons. 216 is free to have the granted Assignments performed by its employees under its responsibility. This causes the provisions of Book 7, Sections 404, 407(2) and 409 of the Dutch Civil Code to be inapplicable and these provisions are hereby declared inapplicable.
- The General Terms and Conditions have also been drawn up for the purpose of: (a) all companies which 216 has or has had a management or cooperation agreement with, including their directors and shareholders; and (b) all directors, (former) employees, (former) staff members, shareholders and third parties (as well as their heirs) who work/worked for, or are/were connected with or employed by 216 in any way. The Client can and shall exercise any rights of action or recourse for any reason exclusively against 216 and not against (former) managers, shareholders or (former) employees or (former) employees of 216 or third parties or auxiliary persons engaged by 216. These General Terms and Conditions apply as a third-party clause as referred to in Book 6, Section 253 of the Dutch Civil Code for the benefit of all persons and legal entities mentioned in this article. They are therefore entitled to invoke these General Terms and Conditions, or their provisions, in appropriate cases.

2. APPLICABILITY

- These Terms and Conditions apply to any offer made by and/or any agreement entered into with 216 and, in the event that any legal relationship has arisen between 216 and a counterparty, an intended counterparty or a third party, to that legal relationship.
- If the scope of an Assignment is extended, or if the Client requests 216 to perform work or new assignments without amending the Agreement or entering into a new Agreement, the terms and conditions set out in the Agreement (including these General Terms and Conditions) shall apply accordingly.
- General Terms and Conditions may be amended and/or modified unilaterally by 216 at any time. After the Client has been given a reasonable opportunity to take note of the amended and/or modified General Terms and Conditions, they will apply to all subsequently concluded Agreements, subsequently commissioned Work to 216 and subsequently arising legal relationships. If the Agreement is a continuing performance agreement and/or an agreement that is automatically extended periodically by a new term, the amended General Terms and Conditions shall apply to existing Agreements and Assigned Work from the day on which the possibility to cancel or terminate the agreement that first comes after the moment of amendment of the General Terms and Conditions expires.
- If any condition in these General Terms and Conditions deviates from a condition in the Agreement, the condition in the Agreement shall apply with respect to that specific deviation.
- The Work is performed by 216 in compliance with the laws and regulations applicable to 216 and to the persons performing the Work, including rules of conduct and professional practice. 216 is never obliged to perform any act or omission which is contrary to or incompatible with the aforementioned laws and regulations. The Client declares that he will always fully respect the respectively ensuing obligations for 216. 216 shall not be liable for any damage resulting from compliance by 216 with the laws and regulations applicable to 216, including rules of conduct and professional rules.

3. CONCLUSION OF THE AGREEMENT

- The Agreement shall be concluded in writing (including by email) and/or is confirmed in writing (including by email) by 216 in an assignment letter. The Agreement is based on the information provided by the Client to 216 at the time. 216 may impose further requirements on the acceptance by the Client of the Assignment defined in the Agreement.

- The Agreement is deemed to accurately and fully reflect the Assignment. If the Agreement does not accurately reflect the Assignment, the Client must notify 216 in writing immediately upon receipt to enable 216 to adjust the Agreement.
- Any deviations from and additions to the Assignment and/or these General Terms and Conditions shall only be valid if they have been expressly agreed in writing (whether by email or other electronic means) in the Agreement.
- The Agreement is entered into for an indefinite period of time unless it is evident from the content, nature and/or scope of the granted Assignment that it was entered into for a definite period.

4. PROVISION OF INFORMATION BY THE CLIENT

- The Client shall provide 216 with all Documents required by 216 for the proper performance of the Agreement in the desired form, in the desired manner and in a timely manner. 216 shall determine what is to be understood by timely, the desired form and the desired manner.
- The Client shall ensure that 216 will immediately and completely be notified of facts and circumstances, both of its own accord and at 216's request, which may be relevant to the timely and proper performance of the Agreement.
- The Client guarantees the accuracy, completeness, reliability and lawfulness of the Documents provided to 216, even if they originate from third parties, unless the Agreement provides otherwise.
- In the case of electronic transmission of information - including (but not limited to) tax returns, annual accounts, reports - from (and on behalf of) the Client by 216 to third parties, the Client shall be deemed to be the party signing and transmitting the relevant information.
- 216 has the right to suspend performance of the Agreement until the Client has complied with the obligations mentioned in paragraphs 1 and 2.
- Costs incurred by 216 arising from the failure to provide the Documents referred to in paragraphs 1 and 2 of this article 4.1 on time or properly, or by the failure to cooperate or to cooperate in time or properly, shall be borne by the Client.
- Upon the Client's written request, 216 will return the original Documents provided by the Client to the Client.

5. ACTIVITIES - GENERAL

- 216 shall perform Work on the basis of a best-effort obligation (and not on a results basis) to the best of its ability and as a competent professional.
- Unless otherwise provided in these General Terms and Conditions, 216 shall determine the person(s) by whom the Work is to be performed. If according to the Agreement certain persons will perform the Work, 216 shall make reasonable efforts to ensure that these persons will perform the Work. 216 is at all times entitled to replace the persons named in the Agreement by persons with equal or comparable expertise.
- Unless otherwise provided for in these General Terms and Conditions, 216 shall determine the working method for the performance of the Work. 216 shall inform and instruct the Client of its working method and what is expected from the Client to enable 216 to apply its working method. The Client shall provide 216 with any required cooperation in order to enable 216 to apply its working method. Costs incurred by 216 as a result of not being able to apply its working method, or not being able to do so on time or properly, due to the fact that the Client fails to comply with 216's instructions, shall be borne by the Client.
- If a deadline/date is agreed between the Client and 216 in which the Work is to be performed and the Client fails to: (a) make an agreed advance payment or (b) provide the Documents requested by 216 in time, completely, in the desired form and in the desired manner, the originally agreed deadline in which the Work was to be performed lapses and the Client and 216 will consult about a new deadline/date in which the Work is to be performed.
- Deadlines in which the Work must be completed are at all times indicative and only to be regarded as a deadline if the deadline is explicitly stated as a final deadline in the Agreement.
- If, at the request or with the prior consent of the Client, 216 carries out work or other performance which is not covered by the content or scope of the Agreement, such work or performance shall be subject to these General Terms and Conditions and shall be remunerated by the Client to 216 in accordance with 216's usual rates.
- The Client accepts that the work or performance referred to in article 5.6 may affect the agreed or expected time of completion of the Work and the mutual responsibilities of the Client and 216.
- 216 may involve third parties in the performance of the Work, including for the purpose of assisting in 216's services. 216 shall not be liable for any errors and/or shortcomings of third parties engaged by 216, subject to intent or deliberate recklessness on the part of 216. If the Client wishes to involve third parties in the performance of the Work, the Client shall only do so with 216's consent.
- The Work does not include the purpose of detecting fraud. If the Work gives rise to an indication of fraud, 216 will act in accordance with the relevant laws and regulations applicable to the performing persons. The costs arising from this Work shall be borne by the Client.
- 216 may issue advice and reports as part of and/or upon completion of the Work. The Client may only rely on issued advice and/or a report if the advice and/or report is final and contained in a written form and signed by at least two advisors of 216. The Client shall not rely on drafts or advice and reports that do not comply with these regulations. If the Client wishes to rely on the contents of a communication, advice or report issued verbally and/or by e-mail, the Client shall notify 216, and subsequently, 216 may (as yet) finalise the contents of the advice or report in question in writing in the manner described above.
- 216 is not obliged to update advice and reports or the outcomes of the Work in response to events that have occurred after the advice, report or outcomes of the Work were issued.

12. The advice and reports issued by 216 and relating to future events, (uncertain) circumstances or concerning the attainment or achievement of desired (financial) future prospects, are only indicative and predictive expectations and offer no guarantee for the future. 216 shall by no means be liable, and shall remain fully indemnified by the Client, against any loss as a result of improper assumptions or conclusions, or the non-achievement of predictions, forecasts and calculations regarding future events, (uncertain) circumstances, or the non-achievement, for other reasons, of a desired (financial) view of the future.
13. If 216 performs Work on-site at the Client's premises or makes use of the Client's computer systems and telephone networks, the Client shall make sure to provide (at its own expense) the necessary access, security procedures, virus controls, facilities, licences and permissions. Where the Work is not performed on 216's premises, the Client shall also make sure that 216's employees are provided with adequate workspace and other facilities necessary to perform the Work, which meet all related (legal) requirements and guarantee confidentiality.
14. During the performance of the Work on site, as described in Article 5.13, the Client authorises 216 to connect to 216's network and internet connection ("**Remote Access**"). After connection to the local network, 216 will establish a direct connection to 216's network through a (VPN) connection. The use of the network present at the Client's premises involves risks for the Client; with respect to this, security measures will be implemented on the 216 network and any PC of the 216 user, including the installation of a firewall and virus scanner. However, any residual risks for the Client cannot be ruled out. 216 accepts no liability for any damage that may result from the use of Remote Access.
15. If 216 sets up a digital data room for the Client as part of the Work, the Client hereby authorises 216 to share the information supplied to this digital data room with third parties in accordance with the instructions and restrictions set out in the Agreement.
16. 216 shall maintain physical and/or electronic records in relation to the Work. 216 shall implement appropriate measures to ensure the confidentiality and safe custody of the file and to retain the files for a period acceptable for the proper practice of the profession and in accordance with legal provisions and professional rules regarding retention periods. The physical and/or electronic records are the property of 216.

6. SECONDMENT WORK

1. In the case of Secondment Work, the Client selects the Seconded Person on the basis of a proposal to that effect by 216. The Client examines whether the proposed candidate is suitable to perform the Work envisaged by the Client and verifies that he/she fulfils the Client's other requirements.
 2. The Seconded Person shall be under the Client's management and supervision during the Secondment Work. The Client has control over and is responsible for the Seconded Person's work and the relevant results, as well as for any act or omission of the Seconded Person with respect to such work and results.
 3. The Seconded Person shall report directly to the Contact. The Contact shall assess the work of the Seconded Person. 216 does not approve, and can in no case be deemed to have approved any work performed by the Seconded Person or the relevant results.
 4. The Client is not permitted to provide the Seconded Person to a third party or to have the Seconded Person perform work under the management or supervision of such third party. 'Third party' includes a subsidiary of the Client within the meaning of Book 2, Section 24a of the Dutch Civil Code or a (legal) person which the Client is affiliated with in a group as referred to in Book 2, Section 24b of the Dutch Civil Code.
 5. The Client guarantees that the Seconded Person is properly insured against damage caused to him during the performance of the work and, if applicable, in road traffic (should the Seconded Person have to travel for the Client as part of the work). Additionally, when exercising supervision and management of the Seconded Person and also in any other respect, the Client shall in respect of the Seconded Person conduct itself with the same due care that it is bound by in respect of its employees.
 6. The Client shall provide all facilities, equipment, materials, data, documents and information to the Seconded Person in time, and shall render all cooperation reasonably required by the Seconded Person to perform its work properly. In good time before the Seconded Person commences its work with the Client, the Client shall provide 216 with information on the professional qualification required of the Seconded Person as well as the description of the hazards and risk-reducing measures from the risk inventory and evaluation, and of the risks for the Seconded Person at the relevant workplace. 216 shall provide this information to the Seconded Person before he commences his work with the Client.
 7. The Client shall ensure a working environment where physical and psychosocial safety is guaranteed. The Client shall ensure that all rooms, facilities, equipment and materials in which or with which the Seconded Person performs his work meet the safety requirements and working conditions set by the authorities. The Client shall implement the measures and give the instructions for the performance of the Seconded Person's work that are reasonably necessary to prevent the Seconded Person from suffering damage in the performance of his work.
 8. 216 shall endeavour to ensure that the Seconded Person complies with all reasonable and lawful instructions and directions of the Contact during the Secondment Work.
 9. The Seconded Person shall not be entrusted by the Client with any managerial, administrative or representative activities that may be relevant to the general and/or financial management and administration of the Client's organisation. The Seconded Person will not be asked to bear responsibility for decisions of similar relevance to the Client's business operations.
 10. The Client shall observe the rules of conduct and professional practice applicable to 216. The Client shall not assign the Seconded Person any work that is contrary to or incompatible with the aforementioned rules. Additionally, the Client shall ensure that the Seconded Person refrains from performing work that is contrary to or incompatible with the aforementioned rules.
11. Notwithstanding Book 7, Section 404 of the Dutch Civil Code, and notwithstanding the provisions of the first paragraph of this article, 216 may at all times replace the Seconded Person by one or more persons who meet the qualifications stated by the Client.
 12. If it has become evident that the Seconded Person is unable to perform the work permanently, or temporarily i.e. for more than four weeks, for any reason whatsoever, 216 shall endeavour to have the Seconded Person replaced as soon as possible. If replacement is not reasonably possible or not possible within a reasonable term, both parties are entitled to terminate the Agreement to the extent it relates to the Secondment Work, without having to observe a notice period.
 13. If working days, working hours, breaks and holiday and leave days have been agreed in the relationship between 216 and Seconded Person, they shall also apply to the Client, unless any collective agreement applicable to the Client in this regard provides for conditions that are more favourable to the Seconded Person, in which case such more favourable conditions shall apply to Seconded Person.
 14. The Contact shall check and sign for approval the statements prepared by the Seconded Person of the number of hours that the Seconded Person has performed his work or has been available to perform work during the agreed working hours in accordance with the Engagement Letter.
 15. 216 retains the title to all intellectual property rights vested in 216 before the start of the Agreement. Additionally, all intellectual property rights, both under Dutch and foreign law, to anything the Seconded Person creates in whole or in part during the term of the Agreement with respect to or as a result of the Agreement, shall be fully vested with 216, unless otherwise agreed in writing.
 16. Nor does the foregoing affect 216's right to apply (or cause to apply by Seconded Party) and operate, either for itself or for third parties, the general principles, ideas, designs, documentation, works, programming languages and so on underlying the creations made by the Seconded Person in whole or in part, without any limitation for other purposes. Nor does the preceding paragraph affect 216's right to develop for itself or third parties (or cause to develop by the Seconded Party) ideas similar to those developed or to be developed for the purpose of the Client.
 17. The Client is not permitted to employ the Seconded Person during the Agreement on the basis of an employment contract or to have negotiations with the Seconded Person with respect to this, except with 216's express prior written consent. The Client is not permitted during the Agreement and within one (1) year of its termination to have the Seconded Person perform work for itself other than on the basis of an employment contract or to have negotiations with the Seconded Person with respect to this, except with the express prior written consent of 216.
 18. 216 shall not be liable for any damage arising from or with regard to the work of the Seconded Person, the respective results or any relevant act or omission of the Seconded Person. The Client shall indemnify 216 against all claims in this respect (including any claims by third parties and/or the Seconded Person) and shall reimburse 216 for all damage and costs suffered or incurred by 216 as a result, unless such claims are the result of intent or deliberate recklessness on the part of 216's executive staff.
 19. In the event that 216 is liable in respect of the Client in the performance of the Secondment Work, 216's liability shall be limited to the maximum of the compensation specified in Article 10.1, due for the Secondment Work on the last six (6) months of the Secondment Work, subject to intent or deliberate recklessness on the part of 216.
 20. The Secondment Work may only be terminated prematurely by the Client and 216 in writing, subject to a reasonable notice period.
 21. Even if the Agreement has already been terminated, the Client shall provide to 216, at 216's first request, copies of all documents relating to the Seconded Person's work, which are in the Client's possession or under its control at any time, and which could reasonably be relevant to 216 in order to exercise its (and the Seconded Person's) rights under the Agreement in or with a view to any dispute and/or any disciplinary, criminal, or civil procedure. Upon termination of the Agreement, the Client shall furthermore, of its own accord, immediately hand over/return to 216 all property owned by 216.

7. ELECTRONIC COMMUNICATION AND ELECTRONIC FILING

1. The Client and 216 may communicate with each other by electronic means and/or may use electronic storage (such as cloud applications). Unless otherwise agreed in writing, the parties may assume that the transmission of correctly addressed e-mails (including e-mails sent via the Internet) and voicemail messages regardless of whether they contain confidential information or documents relating to the Assignment, shall be mutually accepted. The same applies to other means of electronic communication used or accepted by the other party.
2. The Client and 216 are not liable to each other for any damage caused to one or each of them as a result of the use of electronic means of communication, networks, applications, electronic storage, or other systems including - but not limited to - damage resulting from non-delivery or delay in delivery of electronic communications, omissions, distortion 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 non-functioning or improper functioning of the telecommunications network or other means required for electronic communication, except where the damage is the result of intent or gross negligence. The foregoing also applies to the use made of them by 216 in its communication with third parties.

3. 216 is not liable for the existence of a (correctly) functioning connection between the systems and software of or in use by the Client and the systems of 216. Further to this, 216 is not liable for damage caused by or with regard to the electronic transmission of (electronic) tax returns, annual accounts and the digital filing thereof with the Chamber of Commerce.
4. Both Client and 216 shall do or omit to do all that can reasonably be expected of each of them to prevent the occurrence of the aforementioned risks.
5. The data extracts from the sender's computer systems provide compelling evidence of (the content of) the electronic communication sent by the sender until proof to the contrary is provided by the recipient.

8. CONFIDENTIALITY

1. In respect of third parties, 216 undertakes to observe confidentiality with regard to any confidential information provided by or on behalf of the Client relating to the Client, unless disclosure is necessary for the performance of the Work. This obligation does not apply insofar as 216 is required to disclose such information pursuant to the law, any regulation of a body whose supervision 216 is subject to, a professional duty vested in 216 or in persons employed by/for or affiliated with 216, or a binding decision by a court of law or a government body.
2. The information referred to in article 8.1 does not apply in the event that the information referred to in that paragraph is already generally known or becomes known, other than as a result of an unlawful disclosure by 216. The relevant obligation is furthermore without prejudice to 216's right to disclose the information referred to in Article 8.1 information to its own (external) advisors under confidentiality obligations or to a third party, for the purpose of performing the Work, including for the purpose of supporting 216's services.
3. Unless prior written permission has been granted by 216, the Client shall not provide or disclose (the contents of) the Agreement, declarations, reports, opinions or other expressions of 216, written or otherwise, and parts thereof to third parties, if they were not drawn up with the intention of providing third parties with this information. The foregoing, however, applies subject to a statutory obligation to provide or disclose such information and the Client's right to provide or disclose this information to its own external legal advisors under identical confidentiality obligations.
4. 216 and the Client will mutually refrain from (making and/or allowing) negative statements to be posted on (social) media (platforms), including but not limited to, Facebook, LinkedIn, Twitter, YouTube, Instagram, TikTok, weblogs, (internet) forums, magazines, newspapers, television, radio and related services and/or products, which are (or could be) damaging in any way to (the reputation of) the parties or one of them.
5. 216 and the Client will fulfil their obligations under Article 8 imposed on third parties engaged by them.

9. INTELLECTUAL PROPERTY

1. The performance of the Agreement by 216 does not include the transfer of any intellectual property rights vested in 216. All intellectual property rights (including copyrights, database rights, design rights, patents and trademark rights) which 216 uses or has used or develops or developed before, during or after the performance of the Agreement or arising from it, shall exclusively be vested in 216.
2. The Client is expressly prohibited from reproducing, publishing, operating or using products in any way whatsoever (other than as explicitly permitted in the Agreement) that incorporate intellectual property rights of 216, or products subject to intellectual property rights for which 216 has acquired the rights of use, including but not limited to computer programs, system designs, working methods, advice, (model) contracts and other intellectual products of 216.
3. The Client shall not be permitted to use the services provided in 9.2 to third parties, except in order to obtain an expert opinion regarding the Work of 216 and provided that such expert is subject to the Contractor's obligations as included in article 9.2.
4. For the purpose of performing Work for the Client and/or clients of 216, 216 is entitled to use and further develop the knowledge, experience and general skills acquired by 216 as a result of the performance of the Work.

10. FEE

1. 216's fee is based on the time spent on the Work and on the type and complexity of the Work and the level of expertise required in that respect. 216's fee does not depend on the outcome of the Assignment and/or Work, unless expressly agreed.
2. In addition to the fee, the expenses incurred by 216 and the invoices of third parties engaged by 216 will be charged to the Client. 216 shall invoice the fee, expenses and costs of any third parties engaged, if necessary plus disbursements and any taxes due - at 216's discretion - monthly, quarterly, annually or upon completion of the Work to the Client, unless 216 and the Client have agreed otherwise.
3. The Client shall furthermore reimburse expenses incurred by the Seconded Person on the Client's instructions or with the Client's consent.
4. 216 indexes its fees and/or prices annually. If after the conclusion of the Agreement, yet before the Assignment is fully completed, 216's fees and/or prices are subject to change whether or not as a result of indexation, 216 is entitled to adjust the rate agreed with the Client accordingly, unless the Client and 216 have made other arrangements in this regard.

11. PAYMENT

1. Payment by the Client of amounts due to 216 shall be made, while the Client shall not be entitled to any deduction, discount or offsetting any amounts, within fifteen days of the

invoice date. Payment shall be made in euros by a transfer to a bank account designated by 216.

2. If the Client fails to comply within the period specified under 11.1, the Client shall be in default by operation of law and 216 shall be entitled, without further notice of default and without prejudice to 216's other rights, to charge the Client with the statutory commercial interest (pursuant to Book 6, Section 119a of the Dutch Civil Code) from the due date until the date of payment in full to 216.
3. All judicial and extrajudicial (collection) costs reasonably and effectively incurred by 216 as a result of the Client's non-performance of its payment obligations shall be borne by the Client. The reimbursement of the actual costs incurred is not limited to the order to pay the costs, if any, established by the court.
4. If 216 believes that the Client's financial position or payment record gives cause to do so, 216 is entitled to require the Client to make full or partial payment in advance and/or to provide (additional) security in a form to be determined by 216. If the Client fails to make the advance payment and/or provide the requested security, 216 is entitled, without prejudice to its other rights, to immediately suspend the further performance of the Agreement and any amount the Client owes 216 on any account whatsoever shall be immediately due and payable.
5. In the case of a jointly awarded Order, Clients shall be jointly and severally liable for payment to 216 of the invoice amount, including costs and expenses and any interest due.

12. COMPLAINTS & EXPIRY

1. 216 must be notified of any complaints concerning the Work performed and/or the invoice amount, at the risk of forfeiting any rights on the part of the Client, in writing within thirty (30) days of the date of dispatch of the documents or information which the Client has filed a complaint, or within thirty (30) days of the discovery of the defect, if the Client demonstrates that it could not reasonably have discovered the defect earlier. Filed complaints do not suspend the Client's payment obligation.
2. In the event of a valid complaint, 216 has the choice of adjusting the charged fee, improving or redoing the rejected Work free of charge or not (or no longer) carrying out the Assignment in whole or in part against a proportional refund of fees already paid by the Client.
3. To the extent not otherwise provided for in the General Terms and Conditions, rights of action and other powers of the Client in respect of 216, on any basis whatsoever, shall in any case expire one (1) year after the moment the Client became aware or could reasonably have become aware of the existence of these rights and powers.

13. PREMATURE TERMINATION

1. The Agreement may be terminated prematurely by the Client if and only to the extent provided for in the Agreement. 216 is entitled to terminate the Agreement at any time subject to a notice period of one (1) month.
2. Both 216 and the Client shall only be entitled to terminate the Agreement (i) if the other party imputably fails to perform a material obligation under the Agreement and the other party is in default in that respect (as referred to in Book 6, Section 81 of the Dutch Civil Code), (ii) if the other party is unable to pay its debts and/or is in the state of having ceased to pay, (iii) if a receiver, administrator or liquidator has been appointed, (iv) if the other party enters into debt restructuring.
3. In the event of termination by 216 of the Agreement under clause 13.1 or 13.2, it retains the right to payment of invoices for Work already performed and any Work still to be performed by mutual agreement. The Client's payment obligation in respect of the invoice regarding Work already performed becomes immediately due and payable in full at the time of termination of the Agreement.
4. In the event the Client terminates the Agreement in accordance with article 13.1 or 13.2, the Client is obliged to compensate all damage and costs on the part of 216. Such damage and costs shall in any case include, but not be limited to, all fees missed out on and costs incurred by 216 with regard to the (future) Work, investments made and loss of capacity utilisation.

14. RIGHT OF SUSPENSION

216 is at all times entitled to suspend the performance of all its obligations, including the return of Documents or other items to the Client or third parties, until all claims on and obligations of the Client have been settled and fulfilled in full. The foregoing does not apply in respect of Documents of the Client which have not (yet) been processed by 216.

15. LIABILITY

1. 216's liability is limited to compensation for direct damage directly resulting from an (interrelated series of) attributable shortcoming(s) in the performance of the Work. Such liability for direct damage is limited to the amount paid out under 216's liability insurer for the case in question, plus any excess to be borne by 216 under the insurance policy. Direct damage means: the reasonable costs incurred to establish the cause and extent of the damage; the reasonable costs incurred to have 216's performance comply with the Agreement and the reasonable costs incurred to prevent or limit the damage.
2. If, for any reason whatsoever, the liability insurer does not pay - as referred to in paragraph 1 of this article - 216's liability is limited to the amount of the fee charged for the performance of the Agreement. If the Agreement is a continuing performance agreement with a term of more than one (1) year, the amount referred to above shall be established at one time the amount of the fee charged to and paid by the Client in the twelve months preceding the occurrence of the damage. In no event shall the total compensation for damages pursuant to this paragraph exceed €100,000 per attributable failure, unless - in view of the scope of the Assignment or the risks associated with the Assignment - the parties believe there is a reason to deviate from this maximum when entering into the Agreement.

3. 216 shall not be liable for indirect damage, including: lost profit, missed savings, damage due to business interruption and other consequential or indirect damage resulting from 216's failure to perform, to perform on time or to perform properly.
4. 216 shall not be liable for any loss or damage suffered by the Client that arises because the Client did not provide any, or incorrect or incomplete Documents, or because they were not provided on time. This includes the situation where 216 is unable to deposit the annual accounts with the Chamber of Commerce within the statutory time limit as a result of an act or omission (on the part of the Client).
5. A connected series of culpable failures shall apply as one (1) culpable failure.
6. The limitation of 216's liability also applies in the event of liability in respect of multiple parties, in which case 216's liability to all parties collectively shall not exceed the maximum that ensues from paragraphs 1 and 2 of these General Terms and Conditions.
7. The limitations of liability set out in this article do not apply in the event of intent or deliberate recklessness on the part of 216 or its executive management.
8. The Client is obliged to take damage control measures. 216 is entitled to undo or limit the damage by repairing or improving the Work performed.
9. The limitations of liability contained in these General Terms and Conditions apply regardless of the basis (contractual or non-contractual) of the claim against 216, which in any case includes breach of contract and tort. Client hereby waives any rights to the extent that claims in tort would exceed the said limitations of liability.
10. The Client indemnifies 216 against all claims of the Client or third parties arising from or related to the failure of the Client (or persons working for the Client) to comply with the Agreement, these General Terms and Conditions or any other duty incumbent on the Client. The Client further indemnifies 216 against all claims of the Client or third parties arising from or related to the Work(s) performed or to be performed on behalf of the Client, unless caused by intent or conscious recklessness on the part of 216. The indemnification moreover covers all damage and (legal) costs suffered or incurred by 216 with regard to any such claim.

16. (INDEPENDENCE) REGULATIONS

216 and persons employed by/for or affiliated with 216 shall comply with applicable (independence) regulations of national and international supervisors, including professional organisations to which the relevant 216 Company is affiliated. In order to enable 216 to comply with the relevant (independence) regulations, the Client is obliged, upon request, to provide 216 with timely, accurate and complete information about the legal structure and the control relations of (the group which) the Client (is part of), all financial and other interests and participations of the Client, as well as about all other (financial) joint ventures concerning its company or organisation, all in the broadest sense of the word.

17. PRIVACY AND PROCESSING AGREEMENT

1. Any use of any of the web pages under the domain name 216.nl and under all other domain names associated with this domain name, the electronic communications referred to in Article 7 of these Terms and Conditions and any other services offered by 216, are subject to the statements and disclaimers regarding 216's privacy and data protection policies, as included on 216's website(s).
2. The Client may provide 216 with personal data within the meaning of the GDPR (General Data Protection Regulation) with respect to the Work. If this is the case, the following paragraphs will apply and qualify as a Processing agreement within the meaning of Article 28(3) GDPR, with 216 acting as the "Processor" and Client as the "Controller".
3. Under the terms of this Processing agreement, the Processor undertakes to process personal data on behalf of the Controller. Processing will only take place with respect to the Agreement, such as, however, not limited to: the electronic communication referred to in Article 7 of these General Terms and Conditions, the management of the Accounts and financial administration of the Controller, management of the personnel administration of the Controller, sending newsletters, management of the Client administration of the Controller, and any reasonable related purposes or as determined by further agreement. For an outline of personal data processed by service, the Processor refers to statements and disclaimers regarding the Processor's privacy and data protection policies, as included on the Processor's website(s).
4. The Processor shall not process the personal data for any other purpose. The Controller shall inform Processor of the processing purposes insofar as they are not already mentioned in this Processing Agreement. The Controller acknowledges and accepts that the Processor may use the personal data (anonymised/pseudonymised) for quality purposes, such as surveying the data subjects or conducting scientific or statistical research for the purpose of the quality of its services. The personal data to be processed on behalf of the Controller remain the property of the Controller and/or the data subjects concerned.
5. The Processor will ensure compliance with the applicable laws and regulations, including in any case the laws and regulations regarding personal data protection, such as the GDPR and the Dutch GDPR Implementing Act (UAVG). The Processor will inform the Controller, at the latter's first request, of the measures it has taken regarding its obligations under this Processing agreement.
6. The Processor's obligations arising from this Processing agreement also apply to those who process personal data under the authority of the Processor, including but not limited to its employees. The Processor shall immediately notify the Controller if, in its opinion, an instruction of the Controller violates said legislation. Processor will furthermore, as far as it is within its power, provide assistance to the Controller for the purpose of carrying out data protection impact assessments (DPIAs).
7. The Processor may process personal data in countries within the European Economic Area (EEA). Transfer to countries or organisations outside the EEA is prohibited unless those

countries provide an adequate level of protection (as approved by the European Commission), or additional legal requirements are complied with under which secure transfer is guaranteed. The Processor will notify the Controller of the country or countries concerned.

8. The permitted processing operations will be carried out by employees of the Processor within an automated environment. The Processor is solely responsible for the processing of the personal data under this Processing agreement in accordance with the instructions of the Controller and under the express (ultimate) responsibility of the Controller. The Processor is explicitly not responsible for any other processing of personal data, including in any case, but not limited to, the collection of the personal data by the Controller, processing for purposes that the Processor has not been notified of by the Controller, processing by third parties and/or for other purposes. The Controller guarantees that the content, use and assignment of the processing of the personal data referred to in this Processing agreement are not unlawful and do not infringe any rights of third parties. If the Processor sends newsletters on behalf of the Controller, the Controller must guarantee a lawful basis in accordance with both the GDPR and the Telecommunications Act.
9. The Processor may engage third parties with respect to this Processing agreement, provided that the Controller may ask which third parties are involved and object if the use of a specific reported third party is unacceptable. In any case, the Processor shall ensure that these third parties adopt in writing at least the same duties as agreed between the Controller and the Processor.
10. The Processor shall endeavour to implement sufficient technical and organisational measures in relation to the personal data processing to be performed, against loss or against any form of unlawful processing (such as unauthorised access, impairment, modification or disclosure of the personal data). The Processor provides no guarantees that the security is effective in all circumstances. If no explicitly defined security is adopted in the Processing agreement, the Processor shall make every effort to ensure that the security meets a level that is not unreasonable, with due allowance for the state of the art, the sensitivity of the personal data and the costs associated with implementing the security. The Controller will only make personal data available to the Processor for processing purposes if it has satisfied itself that the required security measures have been taken. The Controller is responsible for compliance with the measures agreed between the Parties.
11. The Controller is at all times responsible for reporting a security breach and/or data leak (which is understood to mean: a personal data security breach that poses a risk of adverse consequences, or has adverse consequences, for the protection of personal data) to the supervisor and/or data subjects. To enable the Controller to comply with this legal obligation, the Processor shall notify the Controller of the security breach and/or data leak within a reasonable period of time. A notification must always be made. In any case, the duty to report includes reporting the fact that a leak has occurred. In addition, the duty to report includes:
 - a. the nature of the personal data breach, specifying, where possible, the categories of data subjects and the personal data records concerned and, approximately, the number of data subjects and personal data records concerned;
 - b. the name and contact details of the data protection officer or other contact point where more information can be obtained;
 - c. the likely consequences of the personal data breach;
 - d. the measures proposed or taken by the Processor to address the personal-data breach, including, where applicable, the measures to mitigate any adverse effects.
12. In case a data subject makes a request to the Processor to exercise his/her legal rights, the Processor shall forward the request to Controller, and the Controller shall further process the request. The Processor may notify the data subject accordingly.
13. All personal data received by the Processor from Controller and/or collected by itself with respect to this Processing agreement are subject to a duty of confidentiality in respect of third parties. The Processor shall not use this information for any purpose other than for the purpose for which it has obtained it, even if it is implemented in such a form that it cannot be traced back to data subjects. This duty of confidentiality does not apply where the Data Subject has given express permission to provide the information to third parties, if the provision of the information to third parties is logically necessary in view of the nature of the assignment given and the performance of this Processing agreement, or in case of a legal obligation to provide the information to a third party.
14. The Controller has the right to have audits conducted by an independent third party bound by confidentiality to check compliance with security requirements, compliance with the general rules around processing personal data, and anything directly related to this. This audit may take place in case of a specific and real suspicion of abuse of personal data and not more often than once a year. The Processor shall cooperate to the audit and provide all information reasonably relevant to the audit, including supporting data such as system logs and employees as timely as possible. The findings as a result of the conducted audit will be reviewed by the Processor and may, at the discretion of the Processor and in the manner determined by the Controller, be implemented by the Processor. The costs of the audit shall be borne by the Processor.
15. This Processing agreement has been entered into for the term of the Agreement. Once the Processing agreement is terminated, for reason whatsoever and in any manner whatsoever, the Processor shall - at the discretion of the Controller - return to the Controller all personal data held by it as originals or copies, and/or delete and/or destroy such original personal data and any relevant copies.

18. EVIDENCE

The extracts of data from 216's (computer) systems will provide conclusive and decisive evidence of any use of electronic communication, instructions, guidelines and other communications

between 216 and Client as well as the transactions and activities carried out under the Agreement, subject to proof to the contrary.

19. NON-SOLICITATION

During the Agreement and for one year subsequently, the Client shall not hire or contact any persons employed by/for or affiliated with 216 to become directly or indirectly employed by the Client, whether temporarily or not, or to perform work directly or indirectly on behalf of the Client, whether as an employee or otherwise. This provision does not apply insofar as these General Terms and Conditions provide otherwise with regard to Seconded Persons.

20. WWFT

1. In case of the applicability of the Prevention of Money Laundering and Financing of Terrorism Act (Dutch Wwft), 216 shall be obliged under the Wwft to conduct client investigations in respect of a potential client. This includes identifying the potential client and the ultimate beneficial owner (UBO) of the corporate structure which the Client is part of. 216 will in principle have to establish and/or verify the identity of the Client and UBO prior to the Work. The Client will cooperate with this client investigation.
2. Having entered into the Agreement, the Client shall at all times notify 216 of a change in its corporate structure, including a change in the beneficial owner of the structure which the Client is part of. If the (representative) of the Client and/or the beneficial owner becomes a 'politically exposed person' (PEP) during the assignment, the Client shall notify 216 immediately.
3. In the event of the applicability of the Wwft, 216 is obliged under the Wwft to report a completed or intended unusual transaction, where this is observed within the scope of its regular activities, to the Financial Intelligence Unit (FIU-Nederland). Under the Wwft, such a report may not be disclosed to the Client. With respect to such a report, which 216 reasonably believes should be made, (i) 216's duty of confidentiality pursuant to Article 8 does not apply and (ii) 216 cannot be held liable by the Client.

21. CONTINUED EFFECT

All rights and obligations arising from the Agreement, which by their purport are intended to continue to be effective after termination of the Agreement, shall remain in full force between 216 and the Client after termination.

22. TRANSFER

The Client is not entitled to transfer the rights and obligations arising from or related to the Agreement to a third party without the other party's written consent.

23. APPLICABLE LAW AND CHOICE OF COURT

1. These General Terms and Conditions and all Agreements and/or other legal relationships between the Client and 216 are exclusively governed by Dutch law.
2. Any disputes relating to legal relations between the Client and 216 under these General Terms and Conditions, shall be submitted to the exclusive jurisdiction of the court in Amsterdam.

5 September 2023

