

General Terms and Conditions
applicable to instructions to Borrie Belastingadviseurs B.V., with offices in Amsterdam
and Rotterdam, hereinafter to be referred to as: 'the Contractor'

1. General

In these general terms and conditions, the following terms have the following meanings:

- 1.1 Client: the other party of the Contractor to a contract as referred to in Article 2.1;
- 1.2 the Contractor: Borrie Belastingadviseurs B.V., a private limited liability company, which is part of the Borrie Group, with head office in Rotterdam and offices in Amsterdam and Rotterdam;
- 1.3 All instructions are exclusively accepted and carried out by the Contractor, setting aside Article 7:404 and Article 7:407(2) of the Dutch Civil Cod;
- 1.4 All provisions in these General Terms and Conditions have been included also for the benefit of (the Contractor's partners, as well as of the directors of the practices with legal personality and of) all persons working for the Contractor.

2. Applicability

- 2.1 These General Terms and Conditions form part of all contracts for professional services pursuant to which the Contractor is to do work, all agreements between the Client and the Contractor or their legal successors arising from and/or related to as well as all offers made and/or proposals submitted by the Contractor.
- 2.2 Provisions deviating from these Conditions will have effect only if and insofar as the Contractor has explicitly confirmed them in writing to the Client.
- 2.3 If any provision of these General Terms and Conditions or the contract should be void or voided, the other provisions of the contract will continue in effect as far as possible and the provision concerned will forthwith be replaced by mutual agreement between the parties by a provision that is as close as possible to the meaning and purpose of the original provision.

3. Data and information

- 3.1 The Contractor is under an obligation to carry out or continue to carry out the instruction only if the Client has provided all data and information required by the Contractor, in the form and manner indicated by the Contractor. Additional costs arising due to the Client's failure to provide the data or information required or provide them in a timely manner or properly will be for the Client's account.
- 3.2 The Client is under the obligation to inform the Contractor forthwith of facts and circumstances that may be relevant to the carrying out of the instruction.
- 3.3 The Client warrants the correctness, completeness and reliability of the data and information provided to the Contractor by it or for it.

4. Carrying out the instruction

- 4.1 The Contractor decides in what manner and by which person(s) the instruction will be carried out, taking into account the wishes made known by the Client as far as possible.
- 4.2 The Contractor will do the work to the best of its ability, acting as a prudent professional; however, the Contractor cannot guarantee that any intended result is achieved.
- 4.3 The instruction will be carried out in compliance with the Rules of Professional Conduct (Reglement Beroepsuitoefening) and subject to the Regulations governing Disciplinary Proceedings (Reglement Tuchtzaken) of the Dutch Association of Tax Advisers (Nederlandse Orde van Belastingadviseurs). On request, the Client will be sent a copy of the Rules and/or Regulations. The Client shall respect the obligations arising from the Rules and Regulations for the Contractor or the persons employed by it or for it.
- 4.4 A period of time within which work shall be completed are deadlines only if such has been agreed in writing.
- 4.5 The Client may not dissolve the contract because a period of time has been exceeded - unless it has become permanently impossible to carry out the instruction and unless the Contractor should still fail to perform the contract or perform it in its entirety within a reasonable period notified to it after expiry of the delivery time agreed.

5. Intellectual property rights

- 5.1 All rights regarding intellectual products that the Contractor develops or uses when carrying out the instruction, also including advice, working methods, (model) contracts, systems, system designs and computer programs, will belong to the Contractor, insofar as not already belonging to third parties.
- 5.2 Unless with the Contractor's express prior written consent, the Client may not multiply, disclose or exploit the intellectual products or their registration on data carriers, whether or not jointly with third parties or by engaging third parties, without prejudice to the provisions of Article 6.3 unless the Contractor has given explicit prior written consent.

6. Confidentiality

- 6.1 The Contractor is obliged to keep data and information provided to it by the Client confidential with respect to third parties that are not involved in carrying out the instruction. This obligation does not apply insofar as the Contractor is under a statutory or professional obligation to disclose, including the obligation to disclose under the Dutch Disclosure of Unusual Transactions (Financial Services) Act (*Wet melding ongebruikelijke transacties*) and other national or international legislation of a similar nature or insofar as the Client has released the Contractor from the confidentiality obligation. This provision does not prevent confidential consultations between colleagues within the Contractor's organisation insofar as the Contractor deems same necessary for the proper carrying out of the instruction or the proper fulfilment of statutory or professional obligations.
- 6.2 When acting for itself in disciplinary proceedings or proceedings under civil or penal law, the Contractor may use the data and information provided by or for the Client, as well as other data and information it has taken cognisance of when carrying out the instruction, insofar as it reasonably believes that said data and information may be relevant.
- 6.3 Unless the Contractor's express prior written consent is given, the Client may not disclose or in any other manner make available to third parties the content of advice, opinions or other statements of the Contractor, whether or not in writing, except insofar this arises directly from the contract, is done to obtain an expert opinion on the work of the Contractor, the Client is under a statutory or professional obligation to disclose or if the Client acts for itself in disciplinary proceedings or proceedings under civil or penal law.

7. Fee

- 7.1 The Contractor's fee is not related to the result of the work done. The Contractor's fee may consist of an amount fixed in advance per contract and/or may be calculated on the basis of rates per time unit worked by the Contractor. If a fixed amount per contract has been agreed, the Contractor will be entitled to charge a rate per time unit worked if and insofar as the amount of work exceeds the amount anticipated in the Contract, which the Client will then be obliged to pay.
- 7.2 The Client is obliged to pay the Contractor an advance reasonably fixed by the Contractor, each time when the Contractor asks and may reasonably ask such an advance.
- 7.3 Whenever the Contractor has reasonably asked an advance, it may suspend the work until the Client has paid the advance to the Contractor or has furnished security therefor.
- 7.4 The Contractor's fee, if necessary increased by advances on the invoices of third parties engaged, including any turnover tax payable, will be charged to the Client per month, per quarter, per year or after completion of the work.

8. Payment

- 8.1 Payment of the amount invoiced to the Client shall be made within 30 days of the invoice date, in Dutch currency, at the office of the Contractor or by means of transfers into a bank account designated by it and without any entitlement to discount or setoff.
- 8.2 If the Client fails to pay within the aforementioned term or a deviating term agreed between the parties in writing, it will be in default by operation of law upon the expiry of the term and it will owe statutory interest on the amount payable from that date until the date of full payment without any further warning or notice of default being required, all this without prejudice to any other rights the Contractor may have.
- 8.3 All costs arising from the extrajudicial collection of the claim will be for the Client's account. The extrajudicial costs are fixed at a minimum of 15% of the amount of the claim, with a minimum of € 150.
- 8.4 In case of a jointly given instruction, the Clients will be jointly and severally liable for payment of the invoiced amount insofar as the work has been done for the joint Clients.

9. Complaints

- 9.1 A complaint regarding the work done or the amount invoiced shall be made known in writing to the Contractor within 30 days of the date of sending the documents of information to which the Client's complaint pertains or, if the Client proves that it could not reasonably have discovered the default earlier, within 30 days of discovery of the default, such on pain of forfeiture of all claims.
- 9.2 A complaint does not suspend the Client's payment obligation, except insofar as the Contractor has stated to the Client that it deems the complaint to be well-founded.
- 9.3 If a complaint has been submitted with good reason, the Client will have the following options: adjustment of the fee charged, having the work concerned corrected or done anew at no charge, or cessation of the instruction, in whole or in part and with a proportional refund of the fee already paid by the Client.

10. Liability

- 10.1 The Contractor is liable to the Client for a failure in the performance of the contract insofar as said failure consists of the failure to exercise the care and observe the professional standards that could have been expected with regard to the performance of the contract. However, the Contractor is not liable for:
- damage at the Client or a third party that is due to the provision of incorrect or incomplete data or information to the Contractor by the Client or that is otherwise due to an act or omission of the Client;
 - damage at the Client or a third party that is due to an act or omission of auxiliary persons engaged by the Contractor (excluding the Contractor's employees), also if they are employed by an organisation affiliated to the Contractor;
 - loss of profits, indirect loss or consequential loss at the Client or a third party.
- 10.2 The exclusions of the Contractor's liability set out in the first paragraph do not apply insofar as the damage is due to intent or gross negligence on the part of the Contractor.
- 10.3 The Contractor's liability for a failure in the performance of the contract as well as for an unlawful act is limited to three times the amount that the Client has paid and/or still owes to the Contractor, pursuant to the provisions of Article 7, as fee (excluding turnover tax) for the work to which the damage-causing event is related or with which said event is connected, with a maximum of three hundred thousand euro (€ 300.000).
- 10.4 A claim for compensation of damage will have been submitted to the Contractor within twelve months of the Client having discovered or reasonably having had the possibility to discover the damage, failing which the entitlement to compensation will lapse.
- 10.5 The Client is obliged to indemnify the Contractor against all claims of third parties - including shareholders, directors, supervisory directors and personnel of the Client as well as affiliated legal persons and enterprises and other persons involved in the Client's organisation - that arise from or are related to the Contractor's work for the Client, except insofar as said claims are due to intent or gross negligence on the part of the Contractor.

11. Expiry period

Insofar as these General Terms and Conditions do not stipulate otherwise, the Client's right of action, whatever its basis, against the Contractor in connection with work done by the Contractor will at any rate expire after the lapse of one year after the date on which the Client became aware or should reasonably have become aware of the existence of said right.

12. Choice of law and jurisdiction

- 12.1 All agreements between the Client and the Contractor are governed exclusively by Dutch law.
- 12.2 Disputes in respect of which the sub district court has no jurisdiction will be submitted to the competent court in the place where the Contractor has its registered office.
- 12.3 Contrary to the provisions of the previous paragraph, the Client and the Contractor may agree another manner to settle their dispute.

13. Force majeure

- 13.1 If the Contractor cannot fulfil its obligations under the contract, or cannot fulfil them properly or in a timely manner, on account of a cause that cannot be imputed to it, including without limitation, sickness of the employee, malfunctions in the computer network and other interruptions of the normal course of affairs in its enterprise, the obligations concerned will be suspended until the time when the Contractor may still fulfil them in the agreed manner, without the Contractor being in default with regard to the fulfilment of those obligations and without it incurring any liability for damages.
- 13.2 If the situation referred to in the first paragraph occurs, the Client will be entitled to terminate the contract in writing, in whole or in part and with immediate effect.

PROCESSING AGREEMENT

A. General

In these processing agreement, the following terms are defined as stated below:

- 1. General Terms and Conditions:** the General Terms and Conditions of the Processor, which are fully applicable to any agreement between the Processor and the Controller and which form an integrated part of these processing agreement.
- 2. Processor:** the private limited company with limited liability Borrie Belastingadviseurs B.V., with its registered office and principal place of business at Jan Leentvaarlaan 1 in Rotterdam and all entities affiliated to Borrie Belastingadviseurs B.V., i.e. the Contractor.
- 3. Data:** the personal data as defined in Appendix 1.
- 4. Client:** the natural or legal person who instructs the Contractor to perform the Work, i.e. the Controller.
- 5. Agreement:** any agreement between the Client and the Contractor for the performance of Work by the Contractor for the Client, in accordance with the provisions of the confirmation of the instruction.
- 6. Controller:** the Client who, in his capacity of a natural or legal person, has instructed the Processor to perform the Work.
- 7. Work:** all activities that have been instructed or which are performed by the Contractor for other reasons. The foregoing applies in the broadest sense of the word and, in any event, includes the activities as stated in the confirmation of the instruction.

B. Applicability of the processing agreement

- 1.** This processing agreement apply to all data collected by the Contractor for the Client within the framework of the execution of the Agreement with the Client, as well as to all Work arising from the Agreement for the Contractor and the data to be gathered within that framework.
- 2.** The Controller is responsible for processing the Data as described in Appendix 1.
- 3.** When executing the Agreement, the Processor processes certain personal data for the Controller.
- 4.** This is a processing agreement within the meaning of Section 28 sub 3 of the General Data Protection Regulation, which governs the rights and obligations regarding the processing of personal data in writing, including security. This processor agreement is binding on the Processor with respect to the Controller.
- 5.** This processing agreement, as well as the General Terms and Conditions of the Processor, form a part of this Agreement and all future agreements between the parties.

C. Scope of the processing agreement

- 1.** By giving the instruction to perform Work, the Controller has instructed the Processor to process the Data on behalf of the Controller, in the manner set out in Appendix 1, in accordance with the provisions of these processing agreement.
- 2.** The Processor only processes the Data in accordance with these processing agreement, particularly so in accordance with the provisions of Appendix 1. The Processor confirms not to process the Data for other purposes.
- 3.** Control of the Data will never rest with the Processor.
- 4.** The Controller can give additional, written instructions to the Processor on account of amendments or changes to the applicable personal data protection regulations.
- 5.** The Processor only processes the Data within the European Economic Area.

D. Confidentiality

- 1.** The Controller and the persons employed by the Processor or who perform activities for him, insofar as these persons have access to personal data, only process the Data on behalf of the Controller, subject to deviating legal obligations.
- 2.** The Controller and the persons employed by the Processor or who perform activities for him, insofar as these persons have access to personal data, are obliged to keep the personal data which they become aware of secret, except insofar as any legal requirement obliges them to disclose the data or the requirement to disclose is dictated by the task.

E. No further provision

The Processor must refrain from sharing the data with third parties or from otherwise making these available to them, unless the Processor has obtained prior written approval or instructions from the Controller to do so, or is otherwise obliged to do so by virtue of mandatory law. If, by virtue of mandatory law, the Processor is obliged to share the Data with third parties or otherwise make these available to them, the Processor must notify the Controller thereof in writing unless this is not permitted under said regulations.

F. Security measures

- 1.** Taking into account the state of the art, the implementation costs, as well as the nature, the size, the context and the processing objectives and the various risks and risks of the rights and freedoms of persons in terms of probability and seriousness, the Processor will take appropriate technical and organizational measures to ensure the level of security tailored to the risk. The security measures that have now been taken are defined in Appendix 2.
- 2.** The processor shall take measures that also serve to prevent unnecessary collection and further processing of personal data.
- 3.** The Data will only be stored and processed within the European Economic Area.

G. Monitoring compliance

- 1.** The Processor shall provide the Controller with information about the processing of the Data by the Processor or Sub-processors at the latter's request and on his account. The Processor will provide the requested information as quickly as possible, but no later than five working days.
- 2.** The Controller has the right to have an independent third party jointly appointed by the Controller and Processor to carry out an inspection once per year and at its own expense to verify whether the Processor is fulfilling the obligations under the GDPR and this Processor Agreement. The Processor will provide all reasonably necessary cooperation. Processor has the right to charge the costs associated with the inspection to the Controller.
- 3.** In the context of its obligation under paragraph 1 of this article, the Processor will in any case either: (a) Controller or a third party engaged by the Controller:

- provide all relevant information and documents;
- grant access to all relevant buildings, information systems and Data.

- 4.** The Controller and the Processor will consult each other as soon as possible after the report has been completed in order to address the possible risks and shortcomings. At the expense of the Controller, the Processor will take measures to bring the identified risks and shortcomings to an acceptable level for the Controller, respectively, unless the parties have agreed otherwise in writing.

H. Data breach

- 1.** As soon as possible after the Processor has learned about an incident or data breach that (partially) relates to or can (partially) relate to the Data, the Processor must notify the Controller thereof using the Controller's contact details held on record at the Processor and the Processor must provide information on the nature of the incident or the data breach, the Data, the confirmed or expected impact the incident or data breach will have on the Data and the measures taken and to be taken by the Processor.
- 2.** The Processor will support the Controller in notifying the parties concerned and/or the authorities.

I. Sub-Processors

- 1.** If the Processor has prior (general) permission to subcontract its obligations to third parties, then the Processor will inform the Controller of the intention to engage the Sub-Processor. The Processor gives the Controller a period of 7 working days to object to the switching on of the Sub-Processor. The processor will not activate the sub-processor until the 7-day period has expired without the Controller having objected, or if the Controller has indicated that he / she does not object to the Sub-processor being switched on.
- 2.** If the Processor does not have prior permission to outsource its obligations to third parties, then Processor will request prior permission for the switching on of the Sub-Processor.
- 3.** The Processor shall ensure that the Sub-Processor is subject to this Processor agreement or to a Sub-Processor agreement containing the same obligations as this Processor agreement..

J. Liability

- 1.** The Controller guarantees that the Processing of Data on the basis of this Agreement is not unlawful and does not infringe the rights of the Data Subjects.
- 2.** The Processor shall, in accordance with the provisions of Article 79 GDPR, be liable for damage or loss arising from violations of the laws and regulations relating to the processing of Data attributable to the Processor in the context of his activities under this Processor Agreement and / or non-fulfillment by Processor of obligations from this Processor Agreement.
- 3.** The Processor is not liable for damage resulting from non-compliance with the GDPR or other legislation by the Controller.
- 4.** The Controller also indemnifies the Processor against claims arising from such damage. The indemnification does not only apply to the damage that Third Parties have suffered (materially but also immaterial), but also for the costs incurred by the Processor in connection therewith, for example in a possible legal procedure, and the costs of any fines imposed on the Processor as a result of the actions of the Controller.

K. Duty to cooperate and rights of data subjects

- 1.** The Processor will provide the Controller with co-operation on request in the event of a complaint, question or request from a data subject, or investigations or inspections by the Dutch Data Protection Authority.
- 2.** The Processor will assist the Controller at his / her request and at his expense in carrying out a data protection impact assessment.
- 3.** If the Processor receives a request for the inspection, correction or deletion of his or her Data directly from a data subject, the Processor will inform the Controller of the receipt of the request within two working days. The Processor will carry out as quickly as possible all instructions issued by the Controller in writing to the Processor as a result of such a request from the Data subject concerned. The processor shall take the necessary technical and organizational measures necessary to comply with such instructions from the Controller.
- 4.** If instructions from the Controller to Processor conflict with any legal provisions regarding data protection, then the Processor will report this to the Controller.

L. Term and termination

- 1.** This processing agreement is valid as long as the Processor is under the instruction from the Controller to process Data under the Agreement between the Controller and the Processor. As long as the Processor performs Work for the Controller, these processing agreement apply to this relationship.
- 2.** If, on the basis of a statutory retention obligation, the Processor is obliged to retain certain data and/or documents, computer disks or other data carriers on or in which Data are located for a statutory term, the Processor will ensure the destruction of these data or documents, computer disk or other data carriers, within 4 weeks of termination of the statutory retention obligation.
- 3.** In the event of termination of the Agreement between the Controller and the Processor, the Controller may request the Processor that all documents, computer disks and other data carriers, on or in which data are located, are returned to the Controller, at the Controller's expense. In the event of return, the Processor will provide the data in the format as held at the Processor.
- 4.** Without prejudice to the other provisions of this article L, the Processor must refrain from keeping or using Data after termination of the Agreement.

M. Nullity

If one or more provisions in these processing agreement are void or voided, the other conditions will remain in full force. If any provision of these processing agreement is invalid, the parties will confer about the contents of a new provision, which provision will reflect the contents of the original provision as closely as possible.

N. Applicable law and choice of forum

- 1.** These processing agreement are governed by Dutch law.
- 2.** All disputes in connection with the processing agreement or their implementation will be submitted to the competent court of Rotterdam.

PROCESSING AGREEMENT

Appendix 1 Data, purposes and categories of data subjects

Data

The Controller instructs the Processor to process the following Data within the framework of the instruction, which may include, but are not limited to, personnel administration, payroll records, financial reporting:

- (1) Name (initials, last name)
- (2) Telephone number
- (3) E-mail address
- (4) Date of birth
- (5) Place of residence
- (6) ID details (related to the Money Laundering and Terrorist Financing (Prevention) Act [Wet ter voorkoming van witwassen en financiering van terrorisme (Wwft)])
- (7) Financial information, both business and private
- (8) Name and address details and citizen service number of personnel of the Controller

Purposes

The activities for which the aforesaid Data may be processed, only if necessary, in any case include:

- (1) The activities, to be considered as the primary service provision, within which framework the Controller has issued an instruction to the Processor;
- (2) the maintenance, including updates and releases of the system made available by the Processor or sub-processor to the Controller;
- (3) the data and technical management, also by a sub-processor;
- (4) the hosting, also by a sub-processor.

Categories of data subject

The data processed on the following categories of data subjects:

- (1) Clients;
- (2) Employees of clients;
- (3) Prospects.

Appendix 2 Security measures

Security measures

The Processor has in any case taken the following security measures:

- (1) Physical measures for access security, including organizational control;
- (2) Burglar alarm;
- (3) Logical access control using something someone knows (password or pin code) and Multifactor Authentication (MFA) for outside access;
- (4) All users who have access to the information systems with which the Personal Data are processed are bound by a contract of employment to a confidentiality obligation;
- (5) Internal protocol for information security and prevent data leaks;
- (6) Code of conduct;
- (7) Additional protection is applied to the storage of Personal Data on portable equipment and on removable media such as USB sticks;
- (8) Implemented backup and recovery procedures;
- (9) Monitoring the activities on the systems in which Personal Data are recorded;
- (10) All software, browsers, virus scanners and operating systems are kept up-to-date and all the security measures that the supplier of this software, browsers, virus scanners and operating systems releases, install in good time;
- (11) Security of external network connections via Secure Socket Layer (SSL) technology.
- (12) Sub-Processor agreements with third parties