

# GENERAL TERMS AND CONDITIONS OF BAKER TILLY (NETHERLANDS) B.V.

## Article 1. GENERAL

- For the purposes of these general terms and conditions, the capitalized definitions below are defined as follows:
  - Baker Tilly**: the private company with limited liability Baker Tilly (Netherlands) B.V., having its registered office in Utrecht, the Netherlands (Chamber of Commerce number: 24425560);
  - Professional Regulations**: the professional rules and code of conduct that apply to an Employee;
  - Documents**: all information or data provided to Baker Tilly by the Client, as well as all data produced or collected by Baker Tilly under the execution of the Assignment / Agreement, as well as all other information of any relevance to the execution or completion of the Assignment. The aforesaid information may or may not be stored in tangible or intangible data carriers and may or may not be placed with third parties;
  - Audit Assignment**: the Audit Assignment defined in the – to be observed by auditors – "Further Regulations on Auditing and Other Standards" ("Nadere voorschriften controle- en overige standaarden");
  - Employee**: a natural person employed by or working for Baker Tilly, whether or not under an employment contract;
  - Assignment / Agreement**: the agreement for professional services, whereby Baker Tilly undertakes towards the Client to perform certain Work;
  - Client**: the natural person or legal entity who has engaged Baker Tilly for the Assignment to perform Work;
  - Other Assignment**: an Assignment that is not covered by the definition of Audit Assignment;
  - Party**: Client or Baker Tilly separately;
  - Parties**: Client and Baker Tilly jointly;
  - In Writing/Written**: by letter (sent electronically or otherwise) or by e-mail, provided that the sender's identity can be established with adequate certainty;
  - Work**: all work and services to be performed by Baker Tilly for the Client, who has engaged Baker Tilly to perform the Assignment which has been accepted by Baker Tilly, as well as all resulting activities and services for Baker Tilly.Where in these general terms and conditions reference is made to the male gender, such reference also includes the female gender.
- Baker Tilly is an independent member of Baker Tilly International Limited ("Baker Tilly International"). Baker Tilly International is an English company. Baker Tilly International does not provide professional services to clients. Each member firm is a separate and independent legal entity and acts in that capacity. Baker Tilly is not Baker Tilly International's agent and has no authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly, nor any of the other member firms of Baker Tilly International has any liability in respect of each other's acts or omissions. The Baker Tilly International name and associated logo are used under license from Baker Tilly International.
- All Assignments shall be accepted and executed exclusively by Baker Tilly, and not by or on behalf of an individual Employee; even if the Client has expressly or tacitly granted the Assignment with a view to its execution by a particular Employee or particular Employees. The applicability of Book 7, Sections 403(2), 404, 407(2) and 409 of the Dutch Civil Code is expressly excluded.
- The Client shall exercise any rights of claim or recourse exclusively against Baker Tilly and not against (former) directors, supervisory directors, shareholders, Employees or third parties or auxiliary persons engaged by Baker Tilly. This provision may be invoked by the aforementioned (legal) persons and, where necessary, the aforementioned shall apply as an irrevocable third-party clause for no consideration.

## Article 2. APPLICABILITY

- These general terms and conditions apply to all offers, quotations, Assignments, legal relationships and Agreements, under any title whatsoever, whereby Baker Tilly undertakes/will undertake to perform Work for the Client, as well as all resulting Work for Baker Tilly.
- Any deviations from and additions to the Assignment and/or these general terms and conditions shall only be valid if expressly agreed in Writing in an Agreement or engagement letter.
- If any condition in these general terms and conditions differs from a condition in the Agreement, the condition in the Agreement shall prevail with regard to the contradiction.
- These general terms and conditions shall also apply to any additional or follow-up assignments from the Client to Baker Tilly.
- The applicability of the Client's general (purchase) terms and conditions is expressly rejected by Baker Tilly.
- The contents of and rights arising from the Agreement and these general terms and conditions may also be invoked by those natural persons and legal entities who are directly or indirectly involved in any way, whether or not under an employment contract, in the provision of services to the Client by or on behalf of Baker Tilly.
- Baker Tilly is entitled to unilaterally amend these general terms and conditions. In the event of a change within three months after the conclusion of the Agreement between the Client and Baker Tilly, the Client shall be entitled to terminate the legal relationship. The Client may only exercise this right up to one month after the amended general terms and conditions have taken effect. If the Client is a natural person not acting in the performance of a profession or business, and terminates the Agreement in a timely manner, the unnamed general terms and conditions shall continue to apply between the Parties until the terminated legal relationship between the Parties has been settled.
- The Parties are both independent contracting parties and are not to be regarded as each other's representative, distributor, (joint-venture) partner, co-owner or asset manager. Baker Tilly may only act as a representative of the Client pursuant to a power of attorney validly signed by both Parties.

## Article 3. CONCLUSION OF THE AGREEMENT

- The Agreement is established:
  - from the moment the engagement letter is signed by Baker Tilly and the Client and received in return by Baker Tilly;
  - if no engagement letter is sent, from the moment an offer made by Baker Tilly is expressly accepted by the Client verbally or in Writing and without any changes; or
  - if the Assignment issued by the Client has not been preceded by an offer from Baker Tilly, from the moment Baker Tilly has commenced performance of the Assignment.
- The Agreement is based on the Documents provided by the Client to Baker Tilly prior to the conclusion of the Agreement.
- If the Assignment has been issued verbally, or if the Agreement has not (yet) been signed and returned, the Assignment shall be deemed to have been established under the applicability of these general terms and conditions at the moment that Baker Tilly has started the execution of the Assignment at the request of the Client.
- The Parties are free to prove that the Agreement was concluded in another manner.
- Anything that occurred and was discussed prior to the conclusion of the Agreement shall be disregarded in the interpretation of the Agreement, unless specifically provided for in the Agreement. The Agreement supersedes all previous agreements, offers, understandings and communications relating to the subject matter of the Assignment.

## Article 4. CONTRACTOR'S OBLIGATIONS AND INFORMATION

- Both of its own accord and at the request of Baker Tilly, the Client shall provide its full cooperation and shall provide Baker Tilly with all Documents that Baker Tilly, in its opinion, needs for the proper execution of the awarded Assignment in the desired form, in the desired manner and on time. What is to be understood by timely, the desired form and the desired manner shall be determined by Baker Tilly.
- Baker Tilly has the right to suspend the execution of the Assignment until such time as the Client has fulfilled the obligations mentioned in paragraph one of this article.
- The Client guarantees the accuracy, completeness and reliability of the Documents provided by the Client, even if they originate from third parties.
- The Client is required to notify Baker Tilly without any delay of any facts and circumstances, or a change to the facts and circumstances, that may be relevant with respect to the execution of the Assignment.
- Baker Tilly shall not be liable for any loss suffered by the Client caused by the fact that the Client or third parties:
  - fail to inform accurately, timely and/or completely about or withhold facts and circumstances, which are or may be relevant to the Contractor's proper performance of the Work; and
  - make misrepresentations of facts.
- The Client shall indemnify Baker Tilly for any loss resulting from (i) inaccurate or incomplete Documents, (ii) failure to timely inform about or withhold facts and circumstances that are (or may be) relevant to the proper execution of the Work and (iii) misrepresentation of facts.
- Extra costs, extra hours, as well as any other loss incurred by Baker Tilly due to Client's failure to comply with the obligations mentioned in paragraph one, three, four and/or five of this article shall be at the expense and risk of the Client.
- The Client is solely responsible for the terms of reference and for the decisions that the Client takes or wishes to take as a result of and/or (partly) on the basis of the Work.
- The Client accepts that the time schedule of the Assignment may be affected if the Parties decide to change the procedure, method or scope of the Assignment and the resulting work. If interim changes occur in the execution of the Assignment due to the actions of the Client or circumstances attributable to the Client, Baker Tilly will make any necessary adjustments. If this results in additional work, this will be charged to the Client as an additional Assignment. Baker Tilly is entitled to charge the Client for the

additional costs resulting from the change to the Assignment and the Client is obliged to pay these additional costs.

- Notwithstanding the above, Baker Tilly will not be able to charge additional costs if the change or supplement to the Assignment is due to circumstances attributable to Baker Tilly.
- Baker Tilly shall maintain a work file with respect to the Assignment containing copies of relevant documents, which is Baker Tilly's property.
- At the Client's first written request, Baker Tilly shall return to the Client the original Documents provided by the Client, with the exception of Documents that Baker Tilly or its Employees are required to retain by law or (Professional) Regulations. Original Documents that are stored in backup media or other electronic data storage systems, latent data and metadata, are also excluded from this obligation.
- Baker Tilly is entitled to use Documents or provide Documents to third parties, as well as the results obtained after processing, for research, statistical and/or comparative purposes, as well as for best practices, provided that it is ensured that these cannot be traced back to the Client or individual persons.

## Article 5. EXECUTION OF THE ASSIGNMENT/AGREEMENT

- The Agreement together with these general terms and conditions represent the complete set of agreements between the Client and Baker Tilly with respect to the Work for which the Agreement has been concluded. All previous agreements or proposals made between Parties in this respect shall lapse.
- With respect to the performance of the Work, Baker Tilly shall only consider (the implications of) Dutch legislation and regulations. If the Client wants to obtain knowledge or guidance regarding (the implications) of foreign legislation and regulations as well, such provision must be explicitly included in the Agreement, which shall also specify which foreign third party will be engaged in this respect.
- Baker Tilly shall execute the Agreement to the best of its ability and with due observance of applicable laws and (professional) regulations. Baker Tilly cannot guarantee the achievement of any intended result. With respect to the Work, there is an obligation of effort.
- Baker Tilly shall determine how the Agreement will be executed and by which Employee(s).
- Baker Tilly is not required to update any provided advice and/or the performance in response to events occurring after the Work has been performed, as stated in the Assignment.
- Baker Tilly is entitled to have Work performed by one (or more) third party(ies) designated by Baker Tilly.
- Upon completion of the Work, Baker Tilly may issue an auditor's report, issue an opinion in Writing, confirm an oral opinion in Writing, issue a Written (final) report or make an oral presentation. Client may not rely on drafts of such audit reports, advice, reports or presentations. Further to this, if the Client wishes to rely on the contents of a delivered oral opinion or an oral presentation delivered in completion of the Work, the Client must notify Baker Tilly, after which Baker Tilly shall confirm the contents of the relevant opinion in Writing.
- Advice, opinions, expectations, forecasts and recommendations given by Baker Tilly as part of the Work shall not, under any condition or circumstance, be construed as a guarantee as to future events or circumstances.
- The Work is not specifically aimed at detecting fraud. If the Work results in signs of fraud, Baker Tilly shall act in accordance with the relevant laws and (Professional) Regulations applicable to the executive Employee(s). The costs arising from such Work shall be borne by the Client.

## Article 6. (PROFESSIONAL) REGULATIONS AND CONFIDENTIALITY

- The Client shall at all times fully and unconditionally cooperate with the obligations ensuing for Baker Tilly and its Employees from the applicable laws and (Professional) Regulations. The Client declares to respect at all times any restrictions arising for Baker Tilly and its Employees from legislation and (Professional) Regulations during the performance of the Assignment.
- Baker Tilly undertakes to observe confidentiality with regard to any Documents and information provided by or on behalf of the Client with respect to third parties not involved in the execution of the Assignment, unless any statutory regulation or court order requires Baker Tilly to proceed to disclosure.
- Paragraph two of this article does not prevent any confidential consultations among colleagues within the Baker Tilly organization, insofar as Baker Tilly believes this is necessary for an accurate execution of the Assignment or for accurate compliance with a statutory or professional obligation. Nor does paragraph two of this article prevent Baker Tilly from providing Documents and information regarding the Client to:
  - Baker Tilly's subsidiaries and their employees;
  - other members of Baker Tilly International and their staff; and/or
  - other parties, supporting Baker Tilly's administration or infrastructure for the purpose of:
    - performing client acceptance procedures and assignment acceptance procedures;
    - conflict assessment of internal risks and independence; and/or
    - maintaining quality and professional standards with respect to the Work or services.
- The Client is aware that in certain cases, Baker Tilly is required by law and/or (Professional) Regulations to disclose Client information, whether or not confidential. To the extent required, the Client hereby irrevocably consents and cooperates with disclosure of the required information, for example (but not limited to) if Baker Tilly:
  - must report any unusual transactions as defined in laws and (Professional) Regulations and which have become known during the performance of its Work, or have been performed or intended to be performed, to the authorities set up by the government for this purpose;
  - must file a fraud alert in certain situations;
  - is required to investigate the (identity of) the Client or its client and their ultimate beneficial owners.
- Baker Tilly and its Employees are entitled to use the Documents, data and information, which they have become aware of during the execution of the Assignment, if they are acting on their own behalf in disciplinary, civil, arbitration, administrative or criminal proceedings. Baker Tilly is also entitled to disclose the Documents, data and information to its accountants, lawyers and insurers and any other advisors engaged by it with respect to this.
- Baker Tilly excludes any liability for loss incurred by the Client as a result of Baker Tilly's compliance with laws and (Professional) Regulations applicable to Baker Tilly.
- Subject to Baker Tilly's express prior Written consent, the Client shall not be permitted to publish the contents of reports, advice, opinions or other statements by Baker Tilly or to provide them to third parties in any other way. The preceding sentence does not apply if:
  - this is done for the purpose of obtaining an expert opinion regarding Baker Tilly's performance of the Work;
  - a statutory duty of disclosure is vested in the Client; or
  - the Client is acting on its own behalf in disciplinary, civil, arbitration, administrative or criminal proceedings.
- The mere fact that reports, advice, opinions or other statements of Baker Tilly are provided to a party other than the Client, shall not result in the creation of a duty of care or professional relationship in respect of such party or the acceptance by Baker Tilly of any (future) liability in respect of such party. This means that when copies of reports, advice, opinions or other statements of Baker Tilly (or information derived therefrom) are provided by the Client (or persons for whom the Client is responsible) to third parties, Baker Tilly has no duty of care or liability in respect of such third parties or subsequent recipients of such copies. The Client is required to notify third parties of the fact that no rights can be derived from the Documents prepared by Baker Tilly and indemnifies Baker Tilly against any claims by third parties, including any costs to be incurred by Baker Tilly in this respect.
- The Parties shall impose their obligations under this Article on third parties to be engaged by them.

## Article 7. INTELLECTUAL PROPERTY

- The execution of the Assignment by Baker Tilly does not include the transfer of intellectual property rights vested in Baker Tilly. All intellectual property rights created during, or resulting from the execution of the Assignment shall be vested in Baker Tilly.
- All intellectual property and other proprietary rights to the material and data provided by the Client to Baker Tilly for the performance of the Work shall remain vested in the Client.
- The Client is expressly prohibited from reproducing, publishing or operating the products subject to Baker Tilly's intellectual property rights, or products subject to intellectual property rights, for which use Baker Tilly has acquired user rights (which in any case, but not exclusively, include: computer programs, systems, system designs, working methods, advice, (model) contracts, reports, templates, macros and other intellectual products, all in the broadest sense of the word).
- The Client is not permitted to provide the products mentioned in paragraph three of this article to third parties without Baker Tilly's express prior Written consent. This does not apply in the event Client wishes to obtain an expert opinion on the performance of the Work by Baker Tilly. The Client shall in such case impose its obligations under this Article on the third parties engaged by the Client.
- Baker Tilly is entitled to use and further develop the knowledge, experience and general skills acquired by Baker Tilly as a result of performance of the Work, exchange it with subsidiaries of Baker Tilly, and use it for the purpose of performing Work for the Client and/or other clients of Baker Tilly and/or clients of a subsidiary of Baker Tilly.

## Article 8. FORCE MAJEURE

- If a Party is unable to fulfill one or more obligations under the Agreement and/or these general terms and conditions, or is unable to do so in a timely manner or properly as a result of force majeure within the meaning of Book 6, Section 75 of the Dutch Civil Code, those obligations shall be suspended until the Party will still be able to fulfill them in the agreed manner.

## GENERAL TERMS AND CONDITIONS OF BAKER TILLY (NETHERLANDS) B.V.

2. If the situation referred to in paragraph one of this article arises for more than ninety (90) days, the other Party shall have the right to dissolve the Agreement in Writing in whole or in part with immediate effect, while the dissolving Party bears no liability with regard to any compensation in this respect.
3. If Baker Tilly has already fully or partially fulfilled the agreed obligations when the force majeure situation occurs, Baker Tilly is entitled to submit an invoice for the Work performed separately and in the interim, and the Client shall pay this invoice as if it were a separate transaction.

### Article 9. FEES AND COSTS

1. The costs of the execution of the Assignment by Baker Tilly shall include Baker Tilly's fee, expenses incurred by Baker Tilly and invoices from any third party(ies) engaged by Baker Tilly.
2. Unless otherwise expressly agreed in Writing with the Client, the fee will be determined on the basis of time spent and the hourly rate applicable to the Employee in question. The fee does not depend on the result of the Work, unless otherwise expressly agreed by the Parties in Writing.
3. The applicable hourly rate shall be determined based on the hourly rate set periodically by Baker Tilly.
4. If hourly rates or prices change after the conclusion of the Agreement, yet before the Work has been fully performed, Baker Tilly is entitled to adjust the agreed fee, unless otherwise expressly agreed by the Parties.
5. The amount invoiced by Baker Tilly may differ from previous (cost) estimates, budgets or quotations.
6. Baker Tilly is entitled to require an advance before Work is performed. Any advance shall be settled by the end of the Assignment.
7. If an advance is not paid (in time), Baker Tilly is entitled, without prejudice to its other rights, to suspend the performance of the Work. Baker Tilly bears no liability for any losses of the Client resulting from this suspension of Work.
8. Sales tax will be charged separately on all amounts owed to Baker Tilly by the Client if so required by law.

### Article 10. PAYMENT

1. Payment by the Client of amounts due to Baker Tilly shall, without the Client being entitled to any deduction, discount, suspension or offsetting of amounts, be made within 14 days from the invoice date, unless otherwise agreed in the Agreement. Payment shall be made in euros by a transfer to a bank account designated by Baker Tilly. The day of payment shall be the day the amount due is received in Baker Tilly's bank account.
2. If the Client has failed to pay within the applicable term of payment, the Client shall be in default by operation of law and Baker Tilly shall be entitled to charge statutory (commercial) interest from that moment.
3. If the Client has failed to pay within the applicable term of payment, Baker Tilly shall be entitled, without prejudice to its other rights, to immediately suspend further performance of the Agreement. Baker Tilly shall bear no liability for any loss incurred by the Client as a result of such suspension of the Agreement.
4. If the Client has failed to pay within the applicable term of payment, the Client is obliged to reimburse Baker Tilly for all judicial and extrajudicial (collection) costs effectively incurred by Baker Tilly. Reimbursement of judicial costs incurred by Baker Tilly shall not be limited to any liquidation rate.
5. In the event of the Client's liquidation, bankruptcy or suspension of payment, all of Baker Tilly's claims against Client shall be immediately due and payable.
6. Payments made by the Client shall first be applied to reduce costs, subsequently to reduce interest due and finally to reduce the principal sum and accrued interest. Baker Tilly shall first deduct payments, which are deducted from the principal sum in accordance with the preceding sentence, from the oldest outstanding invoice, even if the Client has stated that the payment is related to another outstanding invoice.
7. In the case of a jointly issued Assignment, Clients are jointly and severally liable to Baker Tilly for payment of the invoice amount, interest(s) and costs due.
8. Baker Tilly has the right to request prompt provision of (additional) security from the Client if Baker Tilly deems that the Client's financial status or payment record justifies such a demand in a form to be determined by Baker Tilly. If the Client fails to provide the requested security, Baker Tilly shall be entitled, without prejudice to its other rights, to immediately suspend further execution of the Agreement, and all amounts due by the Client to Baker Tilly, for any reason whatsoever, will be due and payable immediately. Baker Tilly shall bear no liability for any loss incurred by the Client as a result of suspension of execution of the Agreement.

### Article 11. CLAIMS AND COMPLAINTS

1. A complaint regarding Work performed or a claim regarding the invoice amount must be reported in writing to Baker Tilly under penalty of forfeiture of all claims within 30 days after the date of dispatch of the documents or information about which the Client has filed a claim or complaint, or, if the Client proves that it could not reasonably have discovered the defect earlier, within 30 days after discovery of the defect.
2. A claim or complaint shall not suspend the Client's payment obligation, except insofar as Baker Tilly has notified the Client in Writing that it considers the claim or complaint valid.
3. In the event of a valid complaint or claim, Baker Tilly has the option of adjusting the fee charged, improving or redoing the Work in question free of charge, or not (or no longer) executing the Assignment in whole or in part against a proportional refund of the fees already paid by the Client.

### Article 12. TERMS

1. If a deadline/date has been agreed between the Client and Baker Tilly by which the Assignment must be performed and the Client fails to:
  - a. make any advance payment required by Baker Tilly; or
  - b. provide the necessary Documents in a timely manner, completely, in the desired form and manner, the agreed term/date will lapse.
2. Deadlines by which the Work must be completed are only to be regarded as strict deadlines if expressly agreed between the Parties in the Agreement and the Client has at all times complied with its obligations in accordance with the Agreement and these general terms and conditions.

### Article 13. LIABILITY AND INDEMNITIES

1. Baker Tilly shall only be liable for any loss or damage of the Client which is directly caused by a failure attributable to Baker Tilly in the fulfillment of its obligations under article 5, paragraph one of these general terms & conditions, to the exclusion of the provisions of Book 7, Section 407 paragraph 2 of the Dutch Civil Code.
2. Baker Tilly shall bear no liability for any loss or damage of the Client because the Client has not provided Baker Tilly with any, or with inaccurate or incomplete Documents or Documents not provided on time. This includes the situation when:
  - a. the financial statements are not (or cannot be) filed with the Chamber of Commerce within the statutory period; and/or
  - b. one or more tax returns are not (or cannot be) filed with the Tax Authorities within the statutory period (or specified by the Tax Authorities), as a result of an act or omission (on the part of) the Client.
3. Baker Tilly shall bear no liability for indirect loss or damages, including: lost profits, missed savings, loss due to business interruption, consequential loss, trading loss or other loss resulting from Baker Tilly's failure to perform, to perform on time or to perform properly.
4. If the execution of the Assignment involves Baker Tilly engaging a person not associated with Baker Tilly, Baker Tilly shall not be liable for the acts or omissions of such person.
5. Persons not associated with Baker Tilly who are engaged to perform work with respect to the execution of the Assignment by Baker Tilly may wish to limit their liability. All Assignments issued to Baker Tilly shall include the authorization to Baker Tilly to accept such limitation of liability on behalf of the Client.
6. Baker Tilly's liability is limited to compensation for direct loss or damage directly resulting from a (related series of) attributable failure(s) in the execution of the Assignment. Direct loss or damage includes - among other things - any reasonable costs incurred to determine the cause and extent of the loss or damage; the reasonable costs incurred to have Baker Tilly's performance comply with the Agreement and the reasonable costs incurred to prevent or limit the loss or damage. This liability is limited:
  - a. In the case of Audit Assignments, to a maximum of three (3) times the fee charged to the Client for the Work performed under the concerning Audit Assignment – up to the moment of the attributable failure(s) – up to € 300,000. If the Audit Assignment covers a period longer than 12 months, the amount referred to above shall be set at three (3) times the fee for the Work performed under the Audit Assignment in question over the last 12 months, to a maximum of € 300,000;
  - b. for all Other Assignments, to a maximum of one (1) time the fee charged to the Client for the Work performed under the Other Assignment – up to the moment of the attributable failure(s) – up to € 100,000. If the Other Assignment covers a period longer than six (6) months, the amount referred to above will be set at one (1) time the fee for the Work performed under the Other Assignment over the last six (6) months, to a maximum of € 100,000.
7. Without prejudice to the previous paragraph of this article, the total amount for which Baker Tilly is liable shall never exceed the amount effectively paid or to be paid by Baker Tilly's professional liability insurance in the respective case, plus any excess yet to be borne by Baker Tilly under the professional liability insurance.
8. A related series of attributable failures shall count as one (1) attributable failure.
9. If the Assignment is executed on behalf of several legal entities or natural persons, the limitation of liability with respect to the Assignment shall apply to all legal entities or natural persons involved jointly.

In the event of liability, it shall be up to the group of (legal) persons involved to divide the maximum compensation to be paid among themselves.

10. The limitations of liability contained in this article shall not apply in the event and to the extent of any intent or willful recklessness on the part of Baker Tilly.
11. The Client undertakes to implement measures to limit loss or damage. Baker Tilly has the right to reverse or limit the loss or damage by repairing or improving the Work performed.
12. The Client shall indemnify Baker Tilly against claims from third parties for loss or damage caused due to the fact that the Client has failed to provide Baker Tilly with any or with inaccurate or incomplete Documents. In such cases the Client shall furthermore indemnify Baker Tilly for all loss or damage suffered by Baker Tilly as a result.
13. The Client shall indemnify Baker Tilly against claims from third parties for any loss or damage caused due to the fact that Client (i) failed to inform Baker Tilly in a timely manner of facts and circumstances that are or may be relevant to the proper performance of the Work, or withheld facts and circumstances, and (ii) misrepresented facts and circumstances. The Client shall in such case also compensate Baker Tilly for all loss or damage suffered by Baker Tilly as a result.
14. The Client shall indemnify Baker Tilly against claims from third parties (including employees and third parties engaged by Baker Tilly) who suffer a loss or damage with respect to the execution of the Assignment, which loss or damage results from acts or omissions of the Client or its employees and/or third parties engaged by the Client or unsafe situations in its company or organization. The Client shall furthermore compensate Baker Tilly for any loss or damage suffered by Baker Tilly as a result.
15. Baker Tilly shall bear no liability for damage or destruction of Documents during transportation or shipment by mail, whether the transportation or shipment is made by or on behalf of the Client, Baker Tilly or third parties.
16. The provisions of the preceding paragraphs of this article are related to both the contractual and non-contractual liability (tort) on the part of Baker Tilly towards the Client.
17. Baker Tilly excludes any liability for failures in third-party products, including software.

### Article 14. TERMINATION AND TERM OF THE ASSIGNMENT/AGREEMENT

1. The Agreement is entered into for an indefinite period, unless it follows from its contents, nature or purport that it was entered into for a definite period.
2. The Client and Baker Tilly may terminate the Agreement (prematurely) at any time without observance of a notice period through a notification by registered mail to the other Party. If the Agreement ends before the Assignment is completed, the Client shall owe the fee in accordance with the hours submitted by Baker Tilly for Work performed on behalf of the Client.
3. In case of (premature) termination, Baker Tilly has the right to compensation for its loss of occupancy, which it incurred and can be shown as plausible, as well as compensation for additional costs already incurred by Baker Tilly, and compensation for costs resulting from cancellation of any third parties engaged. The preceding sentence is not applicable in case of intent or willful recklessness on the part of Baker Tilly.
4. If a Party has proceeded to (premature) termination, the Client is entitled to Baker Tilly's cooperation in transferring the Work to a third party, unless there has been intent or willful recklessness on the part of the Client which forces Baker Tilly to proceed to termination. The right to cooperation as stated in this paragraph is subject to the Client's payment of all outstanding (advance) invoices.

### Article 15. RIGHT OF SUSPENSION

1. Baker Tilly is entitled to suspend fulfillment of all its obligations, including the issue of Documents or other items to the Client or third parties, up to the moment when all outstanding claims against the Client have been paid in full.
2. Paragraph one of this article does not apply to Documents of the Client that have not (yet) been processed by Baker Tilly.
3. Baker Tilly shall bear no liability for any loss or damage of by the Client as a result of a suspension by Baker Tilly, regardless of whether the suspension is based on this Article or any other provision of these general terms and conditions or the law.

### Article 16. DEADLINE

Where these general terms and conditions do not include any provisions to the contrary, and without prejudice to Book 6, Section 89 of the Dutch Civil Code, rights of action and other powers of the Client for any reason towards Baker Tilly with respect to the performance of Work carried out by Baker Tilly must be brought before the court after one year from the moment that the Client became aware or could reasonably have become aware of the existence of these rights and powers, under penalty of forfeiture. This period does not relate to the possibility to file a complaint with the competent authority/authorities designated for the handling of complaints and/or the Disputes Committee

### Article 17. ELECTRONIC COMMUNICATIONS/SERVICES

1. The Client and Baker Tilly can engage in electronic communication and/or use electronic storage (such as cloud applications) during the execution of the Assignment.
2. The Parties are permitted to electronically sign the Agreement as well as any relevant amendments using a certified signature (in accordance with the eIDAS Regulation).
3. The data extracts from the sender's computer systems provide compelling evidence of (the contents of) the electronic communication sent by the sender until proof to the contrary is provided by the recipient.
4. The Client and Baker Tilly bear no liability towards each other for any loss or damage caused to one or both 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 – loss or damage resulting from the non-delivery or delay in the delivery of electronic communications, omissions, distortion, interception or manipulation of electronic communications by third parties or by software/equipment used to transmit, receive or process electronic communications, transmission of viruses and non-functioning or the improper functioning of the telecommunications network or other means required for electronic communications, except where the loss or damage is caused by intent or willful recklessness. The foregoing also applies to Baker Tilly's use of the above means and equipment in its dealings with third parties.
5. In addition to the preceding paragraph; Baker Tilly shall not be liable for any loss or damage caused by or with respect to the electronic transmission of:
  - a. (electronic) financial statements and their electronic filing with the Chamber of Commerce; and/or
  - b. (electronic) returns and their electronic submission to the Tax Authorities.
6. In the event of electronic transmission of information – including (but not limited to) tax returns, financial statements, reports – from (and on behalf of) the Client by Baker Tilly to third parties, the Client shall be deemed to be the party signing and sending the information in question.
7. The parties will do or refrain from doing everything that can reasonably be expected of each of them to prevent the occurrence of the risks or loss, which may arise to one of them or each of them as a result of (the use of) electronic means.
8. At the Client's request and after a non-exclusive and non-transferable right of use has been granted, the Client may use services offered by or on behalf of Baker Tilly online, including access to and the use of (a private part of (the)) website(s) and/or software, which shall be for the account and risk of the Client. Baker Tilly has no influence on how such online services are used by the Client and excludes any liability in this respect.

### Article 18. PERSONAL DATA

1. In all cases where Baker Tilly acts as a processor of personal data under the Assignment, the Data Processing Agreement Module included in Article 22 of these general terms and conditions shall apply to such processing, unless a separate data processing agreement is concluded in respect of such processing.
2. The provisions of the Data Processing Agreement Module or the data processing agreement take precedence over (all other provisions of) these general terms and conditions.
3. Baker Tilly may use (electronic) contact information provided to Baker Tilly by or on behalf of (employees of) the Client for promotional or marketing purposes in accordance with the Telecommunications Act, subject to any objections by (the relevant employee of) the Client. The above is without prejudice to the rights of (employees of) the Client under the GDPR.

### Article 19. OTHER PROVISIONS

1. The titles of the articles in these terms and conditions are intended for convenience of reading only. No rights can be derived from them.
2. If Baker Tilly performs Work at the Client's premises, the Client shall guarantee a suitable workplace for the Employees, which meets the statutory requirements for occupational health and safety (ARBO) and other applicable laws and regulations with respect to working conditions. The Client shall ensure that Baker Tilly is provided with office space and other facilities that Baker Tilly deems necessary or useful for the execution of the Agreement and that meet all (statutory) requirements. With respect to (computer) facilities provided, the Client shall ensure continuity through adequate backup, security and virus protection procedures.
3. The Client shall not hire nor contact any Employees involved in the performance of the Work to join the Client, whether temporarily or not, directly or indirectly, or to perform work directly or indirectly on behalf of the Client, whether salaried or not, during the term of the Agreement or any renewal of the Agreement and for the 12 months thereafter.
4. Baker Tilly is entitled to mention the name of the Client and state the outlines of the Work performed to (commercial) relations of Baker Tilly to show Baker Tilly's experience.
5. These general terms and conditions have been drawn up in both Dutch and English. In the event of any ambiguities, differences or discrepancies, the Dutch text shall be binding.

## GENERAL TERMS AND CONDITIONS OF BAKER TILLY (NETHERLANDS) B.V.

6. Subject to Baker Tilly's prior Written consent, the Client's claims against Baker Tilly are not transferable. This restriction shall also have effect under property law as referred to in Book 3, Section 84 paragraph 2 of the Dutch Civil Code.
7. The Client is not permitted to transfer (any obligation under) the Assignment to third parties, subject to Baker Tilly's prior Written consent.
8. Baker Tilly's non-immediate enforcement of any right or power shall not affect or limit its rights and powers under the Agreement. Waiver of right of any term or condition in the Agreement shall be effective only if expressly made in Writing by Baker Tilly.
9. Any provisions in the Agreement and these general terms and conditions that expressly or by their nature should continue to be effective even after expiration or termination of the Assignment, shall continue to be in force after expiration or termination, including, inter alia, Articles 7 (intellectual property), 9 (fees and costs), 10 (payment) and 13 (liability and indemnity).

### Article 20. APPLICABLE LAW AND CHOICE OF COURT

1. The Agreement and these general terms and conditions are governed by Dutch law.
- Any disputes shall be settled by the competent court in the court district where Baker Tilly has its registered office.
3. The provisions of paragraphs one and two of this article do not affect the Client's possibility to submit a dispute to a disciplinary court or any professional organization.

### Article 21. SEVERABILITY CLAUSE

1. Any provision of these general terms and conditions or in the Agreement that should be wholly or partly void and null and/or invalid and/or unenforceable as a result of any statutory regulation, court decision or in any other respect, will have no effect whatsoever on the validity of all the other provisions of these general terms and conditions or of the Agreement.
2. If any provision should be wholly or partially void and null and/or invalid and/or unenforceable as a result of paragraph one of this article, the (partially) void or null provision will be replaced by a provision that is valid and the purport of which is as much as possible in keeping with the (partially) void or null provision. The preceding sentence does not affect the fact that the Parties may consult with each other in order to replace the (partially) void or null provision by a provision that corresponds as much as possible to the (partially) void or null provision.

### Article 22. DATA PROCESSING AGREEMENT MODULE

This Data Processing Agreement Module (Module) constitutes an integral part of the Agreement between Baker Tilly (Netherlands) B.V. as the contractor (in the capacity of Processor) and the Client (as the Controller). The (execution of the) Agreement necessarily entails the Processing of Personal Data.

#### General

The terms: Data Subject, Processor, Controller, Processing, Personal Data, Personal Data Breach (Breach), correspond to the meanings given to them in Article 4 of the General Data Protection Regulation (Regulation (EU) 2016/679 and any Dutch implementing legislation, hereinafter collectively referred to as: GDPR).

#### In case Baker Tilly (Netherlands) B.V. (Processor) processes Personal Data for the Client (Controller)

##### I. Purpose of processing Personal Data

- a. The Processor shall process Personal Data on behalf of Controller under the Agreement. The Processor and the Controller shall ensure that the details of the processing, and in particular the categories of Personal Data and the purposes of the processing for which Personal Data are processed on behalf of Controller, will be further specified.
- b. The Processor shall process Personal Data only pursuant to Written instructions from the Controller with respect to the specified purposes, unless a provision under Union law or Member State law applicable to the Processor requires the Processor to process the Personal Data. In the latter case, the Processor shall, prior to processing, notify the Controller of such statutory requirement, unless this is prohibited by the law for compelling reasons of public interest. The Controller may also give further instructions at any time during the processing of Personal Data. These instructions shall at all times be recorded in Writing.

##### II. The Processor's obligations

The Processor shall comply with the obligations imposed on its role and the Processing of Personal Data under the GDPR. The Controller shall enable the Processor to comply with the GDPR - in particular Article 28 GDPR.

##### III. International transfers

- a. Transfers of data to a third country or an international organization by the Processor shall only be done on the basis of Written instructions from the Controller or to comply with a specific requirement under Union law or Member State law, which the Processor is subject to, and shall take place in accordance with Chapter V of the GDPR.
- b. The Processor agrees that in case the Processor engages another processor (hereinafter referred to as the Sub-processor) in accordance with Article IV to perform specific processing activities (on behalf of the Processor) and those processing activities involve a transfer of Personal Data within the meaning of Chapter V of the GDPR, the Processor and the Sub-processor can ensure compliance with Chapter V of the GDPR by using standard contractual clauses adopted by the Commission in accordance with Article 46(2) GDPR, provided that the conditions for the use of such standard contractual clauses are met.

##### IV. Engagement of Sub-processors.

- a. The Processor has the Controller's general authorisation to engage Sub-processors. The Controller's general authorisation shall be deemed to have been given if no material change will be made in the Processing method of, and safeguards for the Processing of Personal Data; this applies, for example, to the Sub-processors already engaged by the Processor at the time the Agreement was entered into and included in a list of Sub-processors. In the event of a material change of the Sub-processor(s), the Processor will notify the Controller in advance of the intended (change of) Sub-processor(s), while the Controller will be able to object on reasonable grounds as soon as possible, yet within 7 days after the said notification. The Processor shall provide the Controller with the information required to enable the Controller to exercise its right to object.
- b. Article 28 paragraph 4 GDPR applies to the agreement with the Sub-processor.

##### V. Security

- a. Without prejudice to the Controller's obligations under Articles 32-36 GDPR, the Processor shall, at its sole discretion and in accordance with Article 32 GDPR, implement appropriate technical and organizational measures for the Processing of Personal Data, in order to ensure a risk-appropriate level of security, with due allowance for the state of the art, the implementation costs, the nature, scope, context and purposes of the processing and the risks involved for the Data Subjects. The technical and organizational measures will be specified in further detail.
- b. The Controller shall notify the Processor without delay of any relevant changes to the risks and risk class of the Personal Data to be processed.

##### VI. Audit

- a. The Processor shall provide the Controller with any information required to demonstrate compliance with the obligations arising from Article 28 GDPR. Upon request, once a year, the Processor shall give the Controller the opportunity to conduct or cause to conduct an investigation with respect to the Processor's compliance with its obligations under this Module and/or Article 28 GDPR (Audit). All costs for the Audit shall be borne by Controller, unless the Audit shows that the Processor has failed attributable with regard to its compliance with its obligations under this Module. At the Processor's request, the Controller shall sign a confidentiality agreement with regard to conducting an Audit.
- b. The Audit by the Controller - if so desired assisted by a certified auditor, under the obligation of confidentiality - shall be conducted on an agreed date and time and in such a way that the Processor shall be least inconvenienced. The Processor shall receive a copy (unrestricted) of the Audit Report. The Audit Report is strictly confidential and may only be disclosed with the Processor's prior express authorisation. The Processor and the Controller shall assess in consultation whether the Processor needs to make changes in order to comply with the mandatory legislation for the protection of Personal Data that are applicable at such time and who will bear the relevant costs, unless the audit shows that the Processor has failed attributable with regard to its compliance with its obligations under this Module.

##### VII. Obligation to Report Personal Data Breaches

- a. In the event that the Processor has become aware that a Breach has occurred or is occurring at the Processor or a Sub-processor, it shall promptly report the Breach to the Controller, and in any event within 48 hours from first discovery by the Processor, stating:
  - (i) The nature of the Breach, including where possible the categories of and the number of Data Subjects;
  - (ii) The likely consequences of the Breach; and
  - (iii) The measures that the Controller or third parties can take to mitigate or terminate the (future) adverse effects of the Breach.
 Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

- b. Breaches shall be reported to the contacts under the Agreement; communication to the Processor shall be made in any case by using the e-mail address: [privacy@bakertilly.nl](mailto:privacy@bakertilly.nl).

### VIII. Assistance to the Controller

If the Controller requires assistance from the Processor with respect to:

- (i) exercising a Data Subject's rights pursuant to Chapter III GDPR; and/or
- (ii) the fulfillment of Controller's obligations under Articles 32-36 GDPR,

the Processor shall provide such assistance, to the extent reasonably possible, under the terms and conditions set forth in the GDPR. If the requests for assistance referred to in Article VIII of this Module entail costs extending to an amount that Processor cannot reasonably be required to pay, the Controller shall reimburse these costs.

### IX. Duty of confidentiality

- a. The Processor shall maintain confidentiality with regard to Personal Data and other data provided to it by the Controller, except in the cases mentioned in Article X, or arising under the Agreement.
- b. The Processor shall ensure that any person acting under its authority, including, but not limited to, any employee and/or Sub-processor, shall:
  - (i) maintain confidentiality with regard to the Personal Data which he/she becomes aware of pursuant to the Agreement; and
  - (ii) not use such data for any purpose other than as strictly necessary for the Processing in accordance with this Processor Agreement.

### X. Investigation

If the Processor receives a request or an order from a Dutch or foreign regulator, government agency or an investigation agency, criminal investigation agency or national security agency to provide (access to) Personal Data, to provide information about or to cooperate with an investigation into the Processing of Personal Data (the Order), the Processor shall promptly notify the Controller to the extent permitted by law. In handling the Order, the Processor shall comply with all of the Controller's instructions to the extent permitted by law (including the instruction to leave all or part of the handling of the Order to the Controller) and provide all reasonably necessary cooperation to the Controller.

### XI. Term and termination

- a. This Module shall remain in effect even after the termination of the Agreement, if and for as long as Personal Data is provided by the Controller. Articles IX-XIII of this Module shall remain in full force and effect after termination of the Agreement.
- b. Upon termination of the Agreement, the Processor shall, subject to the choice of the Controller, delete or return all Personal Data to the Controller, unless storage of the Personal Data is required by Union law or Member State law.

### XII. Liability

- a. The liability regime agreed between the Parties in the Agreement and/or in Articles 1 to 20 of the general terms and conditions of Baker Tilly (Netherlands) B.V. does not apply to the liability arising from this Module.
- b. The Processor shall only be liable for the Controller's direct loss or damage as a direct consequence of, or with respect to, (i) an attributable failure in the performance by the Processor and/or a Sub-processor of this Data Processing Agreement or (ii) a violation by the Processor and/or a Sub-processor of applicable laws and regulations concerning the processing of Personal Data. Direct loss or damage means - among other things - the reasonable costs incurred to determine the cause and scope of the loss; the reasonable costs incurred to prevent and limit the loss or damage.
- c. The Processor shall not be liable for indirect loss or damage, including: lost profits, lost income, consequential damages, reputational damages, consequential losses, trading losses or other loss.
- d. Any liability on the part of the Processor towards the Controller under this Module shall at all times be limited to one (1) time the amount of the fee invoiced under the Contract over the last six (6) months, up to €100,000.
- e. Notwithstanding the previous paragraph of this article, the total amount of Baker Tilly's liability shall never exceed the amount actually paid or to be paid by Baker Tilly's professional liability insurance in the case in question.
- f. In the event that a claim or claim for loss or damage is submitted by a third party (including: a Data Subject) to the Controller with respect to the Processing of Personal Data under this Module ("Third-Party Claim"), the Processor shall, if requested, cooperate with providing relevant data with respect to the Processing or in any other respect in order to enable the Controller to adequately defend itself against claims or claims for loss by Data Subjects and/or third parties. The Controller shall at all times observe the reasonable and legitimate interests of the Processor in defending the Third-Party Claim.
- g. In the event a third-party (including: a Data Subject) claim or claim for loss or damage is submitted to the Processor with respect to the Processing of Personal Data under this Module, the Controller shall upon request cooperate with providing relevant data with respect to the Processing or in any other respect in order to enable the Processor to adequately defend itself against claims or claims for loss or damage from Data Subjects and/or third parties. The Processor shall at all times observe the reasonable and legitimate interests of Controller in defending the Third-Party Claim.
- h. A related series of attributable failures shall count as one (1) attributable failure.
- i. The limitations of liability contained in this article shall not apply in the event and to the extent of any intent or wilful recklessness on the part of Baker Tilly.

### XIII. Other provisions

- a. If the GDPR or other legislation regarding the protection of Personal Data changes, Article 2.7 of the general terms and conditions of Baker Tilly (Netherlands) B.V. shall apply accordingly.
- b. If any provision of this Module should be wholly or partially void and/or null and/or unenforceable as a result of any statutory regulation, court order or on any other account, this will not affect the validity of any other provision in these general terms and conditions or the Agreement.